

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

RECOGNITION AGREEMENT

This Recognition Agreement (this "**Agreement**") is executed as of July 23, 2014 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, Massachusetts 02139 ("**Landlord**") and BCSP CAMBRIDGE ONE PROPERTY LLC, a Delaware limited liability company with a principal business address of c/o Beacon Capital Partners, LLC, 200 State Street, 5th Floor, Boston, Massachusetts 02109 ("**Tenant**") in favor of TD BANK, N.A., as administrative agent for itself and other co-lenders (TD Bank, N.A., in its capacity as such administrative agent and/or in its capacity as a lender, as the context may require, is hereinafter referred to as the "**Lender**"). Reference is made to that certain Amended Lease dated as of June 21, 2013 between Landlord and MA-One Canal Park, LLC, Tenant's predecessor in interest, as tenant, with respect to certain parking spaces (the "**Parking Spaces**") in the East Cambridge Garage located on First Street in Cambridge, Massachusetts (the "**Garage**") as affected by that certain Assignment and Assumption of Lease Agreement for Parking Spaces dated March 21, 2014 recorded with the Middlesex South Registry of Deeds in Book 63406 at Page 336 and that certain Corrective Assignment and Assumption of Lease Agreement for Parking Spaces dated as of July __, 2014 and effective as of March 21, 2014 recorded with the Middlesex South Registry of Deeds in Book ~~6331~~ at Page 15 (said Amended Lease, as so affected, the "**Lease**"). As Lender has lent or will lend certain sums to Tenant, which are to be secured, in part, by a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, including any amendments, revisions, modifications, renewals, extensions or replacements thereof (collectively, the "**Mortgage**") (i) on the property located at One Canal Park, Cambridge, Massachusetts 02141 (the "**Property**"), 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 foregoing 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, except that Tenant leases one hundred (100) parking spaces from Landlord (instead of one hundred thirty (130) parking spaces) in accordance with that certain Special Permit referenced in the Lease, as amended through December 9, 2013.
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, and such Lease Change without Landlord or Tenant sending Lender thirty (30) days prior written notice shall not be binding on 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.**

- a. 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:
 - (i) 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
 - (ii) 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.
- b. 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:

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

BCSP CAMBRIDGE ONE PROPERTY LLC
c/o Beacon Capital Partners, LLC
200 State Street, 5th Floor
Boston, Massachusetts 02109
Attention: General Counsel

and to:

Goulston & Storrs
400 Atlantic Avenue
Boston, Massachusetts 02110-3333
Attention: Robert Mack, 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:

TD Bank, N.A., as Administrative Agent
200 State Street, Eighth Floor
Boston, Massachusetts 02109
Attention: Mauricio Duran, Vice President

And with a copy to:

Riemer & Braunstein LLP
Three Central Plaza
Boston, Massachusetts 02108
Attention: Kevin J. Lyons, Esq.

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.

[The Remainder of This Page Is Intentionally Blank.
The Next Page is the Signature Page.]

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: Richard C. Rossi
Richard C. Rossi, City Manager

Approved As To Form:

Nancy E. Glowa
Nancy E. Glowa, City Solicitor

TENANT:

BCSP CAMBRIDGE ONE PROPERTY
LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

LENDER:

TD BANK, N.A.,
a national banking association, as
Administrative Agent for itself and certain
other co-lenders

By: Marcia Duran
Name: Marcia Duran
Title: Vice President

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: _____
Richard C. Rossi, City Manager

Approved As To Form:

Nancy E. Glowa, City Solicitor

TENANT:

**BCSP CAMBRIDGE ONE PROPERTY
LLC**, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Nancy J. Broderick
Managing Director

LENDER:

TD BANK, N.A.,
a national banking association, as
Administrative Agent for itself and certain
other co-lenders

By: _____
Name: _____
Title: _____

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: _____
Richard C. Rossi, City Manager

Approved As To Form:

Nancy E. Glowa, City Solicitor

TENANT:

**BCSP CAMBRIDGE ONE PROPERTY
LLC**, a Delaware limited liability company

By: _____
Name: _____
Title: _____

LENDER:

TD BANK, N.A.,
a national banking association, as
Administrative Agent for itself and certain
other co-lenders

By: _____
Name: MAURILIO DURAN
Title: Vice President

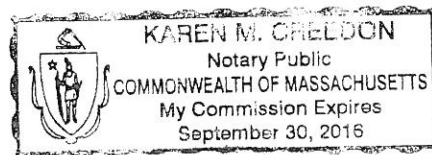
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Maurice Dwyer, Vice President of TD BANK, N.A., as Administrative Agent for itself and certain other co-lenders, 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 TD BANK, N.A., as Administrative Agent for itself and certain other co-lenders, on the day the same bears date.

Given under my hand and official seal this 22 day of July, 2014.

Karen M. Creighton
Notary Public
My commission expires: 9/30/16



AFFIX SEAL

Error! Unknown document property name.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Richard C. Rossi, 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 23rd day of July, 2014.



Notary Public

My commission expires: _____

AFFIX SEAL



SAMUEL ADAMS AYLESWORTH
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
June 16, 2017

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____ of BCSP CAMBRIDGE ONE PROPERTY 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 BCSP CAMBRIDGE ONE PROPERTY LLC, on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2014.

Notary Public

My commission expires: _____

AFFIX SEAL

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Richard C. Rossi, 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 July, 2014.

Notary Public

My commission expires: _____

AFFIX SEAL

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Nancy J. Broderick, Managing Director of BCSP CAMBRIDGE ONE PROPERTY 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 BCSP CAMBRIDGE ONE PROPERTY LLC, on the day the same bears date.

Given under my hand and official seal this 21 day of July, 2014.

Kathleen M. Laubenthal

Notary Public

My commission expires: _____



KATHLEEN M. LAUBENTHAL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 28, 2015

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: _____

