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DB-8

**MODIFICATION OF OPERATING AND EASEMENT AGREEMENT**

THIS MODIFICATION OF OPERATING AND EASEMENT AGREEMENT (the "Modification") is made as of the 17<sup>th</sup> day of June, 2011 by and between THE TRUSTEES OF TWO CAMBRIDGE CENTER TRUST under Declaration of Trust dated March 15, 1985 and recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 16221, Page 423, as amended by First Amendment to Declaration of Trust dated June, 2005 and recorded with the Registry in Book 45613, Page 333 (the "Trust"), BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership ("Boston Properties") and CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate (the "CRA"). \*MORTIMER B. ZUCKERMAN AND MICHAEL A. CANTALUPA

RECITALS

WHEREAS, reference is made to that certain Operating and Easement Agreement dated as of September 25, 1986 (the "Operating and Easement Agreement") by and among the Trust, the CRA and Cambridge Center Associates ("CCA"), recorded with the Registry in Book 17438, Page 146 and filed with the Middlesex South Registry District of the Land Court as Document No. 722733;

WHEREAS, Boston Properties assumed all of CCA's rights and obligations under the Operating and Easement Agreement pursuant to an Assignment and Assumption Agreement dated as of June 23, 1997;

WHEREAS, capitalized terms used herein and not otherwise defined have the meaning set forth in the Operating and Easement Agreement;

WHEREAS, Section 20(b) of the Operating and Easement Agreement provides that (i) the easements and rights of use granted in the Operating and Easement Agreement may be terminated or modified at any time by the agreement of the parties who have rights in such easements and rights of used being terminated or modified, and (ii) that the CRA must consent to the termination or modification of any rights granted to or for the benefit of the general public;

WHEREAS, the parties have agreed to extinguish certain easements granted by the Trust in the Operating and Easement Agreement.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand this date paid by each of the parties to the other, the receipt and sufficiency of which are hereby severally acknowledged, and in further consideration of the mutual promises herein contained, the parties hereby agree to and with each other as follows:

1. Section 6 of the Operating and Easement Agreement is hereby deleted in its entirety and the following substituted therefor:

Plan 633 of 2012



Bk: 59942 Pg: 129 Doc: MOD  
Page: 1 of 8 09/06/2012 01:34 PM

First American Title Insu Lnc  
161 Huntington Ave  
Boston MA 02199 dup in Ld Ct

“Two CCT hereby covenants and agrees that the general public shall have a non-exclusive easement and right of use, in common with others, including without limitation, Two CCT and all those claiming by, through or under Two CCT, over and across the land (“Parcel A”) bounded and described in Exhibit “Parcel A” annexed hereto. Parcel A contains 7,384 square feet, more or less, and is shown as “Parcel A” on the Easement Plan (Sheet 2 of 4).

This non-exclusive access easement shall be available to the general public from 6:00 a.m. to 11:00 p.m. daily to provide public pedestrian access from Main Street through the entrances and ground floor lobby of the Building to the public right of way on Broadway. For that portion of the easement area which is contained within the Building, this easement shall be unobstructed and at a minimum width of five (5) feet, except for entrances and exits from the Building and other Building structural components. Two CCT hereby reserves to itself and the manager of the Building the right, from time to time, to make such reasonable rules and regulations respecting this easement area which Two CCT or such manager in its reasonable discretion has reason to believe may be necessary to protect the safety of persons and property or convenience of the general public or the occupants, licensees or invitees of the Building. In addition, if all or a portion of this easement area is taken by eminent domain, damaged or destroyed from fire or other casualty or other event which makes use of this easement area as contemplated herein impossible or impractical, Two CCT may relocate this easement to a reasonable and equivalent location approved by the CRA, such approval not to be unreasonably withheld or delayed.”

2. (A) Exhibit “Parcel A-2” is hereby deleted from the Operating and Easement Agreement in its entirety and Exhibit “Parcel A-2” attached hereto substituted therefor, it being understood and agreed that the easements created by the Operating and Easement Agreement in the approximately 1,578 square foot portion of original Parcel A-2 shown as “discontinued” on the plan referenced in said Exhibit “Parcel A-2” attached hereto are hereby terminated and extinguished in their entirety and shall be of no further force or effect.
- (B) Exhibit “Parcel A-3” is hereby deleted from the Operating and Easement Agreement in its entirety, it being understood and agreed that the easements created by the Operating and Easement Agreement in such parcel are hereby terminated and extinguished in their entirety and shall be of no further force or effect.
3. Except as herein modified, the Operating and Easement Agreement shall remain unmodified and in full force and effect. All references to the “Operating and Easement Agreement” shall be deemed to be references to the Operating and Easement Agreement as modified hereby.
4. This Modification may be executed in counterparts, all such counterparts shall be deemed to be originals, and together, they shall constitute but one and the same instrument.

WITNESS the execution hereof under seal as of the day and year first written above.

TWO CAMBRIDGE CENTER TRUST

By: 

Michael A. Cantalupa, for himself and  
his fellow Trustees, but not individually

BOSTON PROPERTIES LIMITED  
PARTNERSHIP

By: Boston Properties, Inc., its general partner

By: 

Name: Michael A. Cantalupa

Title: Senior Vice President, Development

CAMBRIDGE REDEVELOPMENT AUTHORITY

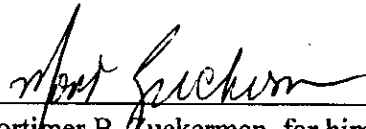
By: 

Name: JOSEPH F. TULMIERI

Title: EXECUTIVE DIRECTOR

signature page, continued

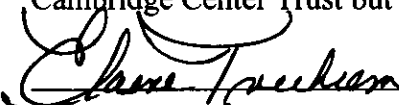
TWO CAMBRIDGE CENTER TRUST

By:   
Mortimer B. Zuckerman, for himself and  
his fellow Trustees, but not individually

3(A)

COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF \_\_\_\_\_ )

On this 17<sup>th</sup> day of June, 2011, before me, the undersigned notary public, personally appeared Michael A. Cantalupa, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Two Cambridge Center Trust but not individually.

 (official signature and seal of notary)

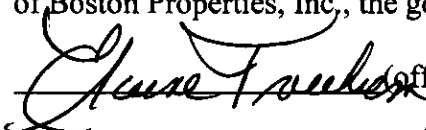
My commission expires: 4-6-12



**ELAINE TVEEKREM**  
NOTARY PUBLIC  
COMMONWEALTH of MASSACHUSETTS  
MY COMMISSION EXPIRES  
April 6, 2012

COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF Suffolk )

On this 17<sup>th</sup> day of June, 2011, before me, the undersigned notary public, personally appeared Michael A. Cantalupa, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President of Boston Properties, Inc., the general partner of Boston Properties Limited Partnership.

 (official signature and seal of notary)

My commission expires: 4-6-12



**ELAINE TVEEKREM**  
NOTARY PUBLIC  
COMMONWEALTH of MASSACHUSETTS  
MY COMMISSION EXPIRES  
April 6, 2012

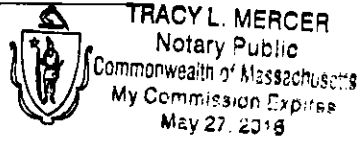
COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF Worcester )

On this 28<sup>th</sup> day of April, 2011, before me, the undersigned notary public, personally appeared Joseph F. Tullipano, proved to me through satisfactory evidence of identification, which were license, to be the person whose name is signed on the preceding and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose as Executive Director for the Cambridge Redevelopment Authority.

Tracy L. Mercer (official signature and seal of notary)

My commission expires: 5/27/2016




THE STATE OF NEW YORK

New York, ss.

August 18, 2011

On this 18 day of August, 2011, before me, the undersigned notary public, personally appeared Mortimer B. Zuckerman, proved to me through satisfactory evidence of identification, which were NY Drivers License, to be the person whose name is signed on the preceding and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Two Cambridge Center Trust but not individually.



Notary Public

My Commission Expires: 2/2/14

**LAURIE HURST**  
Notary Public, State of New York  
No. 01HU6002120  
Qualified in Richmond County  
Commission Expires Feb. 2, 2014

5(A)

EXHIBIT "PARCEL A-2"

A portion of an easement known as Parcel A-2 as shown on a plan recorded with the Middlesex South District Registry of Deeds as Plan 1334 of 1986, being more particularly described as follows:

Beginning at the most northwesterly corner of the portion of Parcel A-2 to be discontinued as shown on the plan referenced below, thence running S05°-30'-50"W, a distance of Twelve and No Hundredths feet (12.00) to a point;

Thence N84°-29'-07"W, a distance of Fifty-Five and No Hundredths feet (55.00) to a point;

Thence N05°-30'-53"E, a distance of Twelve and No Hundredths feet (12.00) to a point;

Thence S84°-29'-07"E, a distance of Fifty-Five and No Hundredths feet (55.00) to the point of beginning.

The above-described easement contains 660 square feet, more or less, and is shown as "Parcel A-2, Portion to Remain" on a plan entitled "Revised Easement Plan" dated January 21, 2011 prepared by Nitsch Engineering and recorded herewith.