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OPEN SPACE RESTRICTION COVENANT
(TRACT VI)

This COVENANT, made effective as of this 23rd day of May, 2011, by Cambridge Center West Garage LLC, a Delaware limited liability company, having its office c/o Boston Properties, Inc., 800 Boylston Street, Suite 1900, Boston, Massachusetts 02199-8103 (the "Grantor").

The following are facts relevant to the execution of this Covenant:

A. The Grantor is the owner in fee of a parcel of land in Cambridge, Massachusetts, containing 61,302 square feet, more or less ("Tract VI"), which is shown as "Tract VI" on a plan entitled "Plot Plan Tract V&VI" prepared by Allen & Major Associates, Inc., and dated July 6, 2004 (last revised January 25, 2005) (the "Property Line Plan"), recorded with the Middlesex South District Registry of Deeds (the "Registry") on April 19, 2005 as Plan #435 of 2005 in Book 45013, Page 121, and also shown as "Tract VI" on a plan entitled "Tract VI Open Space Easement Plan in Cambridge Massachusetts," prepared by Vanasse Hangen Brustlin, Inc. and dated May 20, 2011 (the "Easement Plan"), to be recorded concurrently herewith with said Registry and a print of said Easement Plan shall be attached as an Exhibit to an original counterpart of the Third Amendment to Easement Agreement (described below) to be recorded with said Registry and filed with the Middlesex South Registry District of the Land Court (the "Land Court") simultaneously herewith. The Grantor intends to construct on a portion of Tract VI a building containing approximately 250,000 square feet of gross floor area (the "Building").

B. Contained within Tract VI are two (2) parcels of land containing 6,867 square feet, more or less, which are shown as "Public Open Area A" and "Public Open Area B" on the Easement Plan (the "Tract VI Open Space Area").

C. Pursuant to the provisions of Article II, Paragraph 4 of that certain Parcel 3 Easement Agreement (Master Utility and Access Easements) dated as of October 29, 1997 by and between the Grantor and the Cambridge Redevelopment Authority (the "CRA") recorded with the Registry at Book 27840, Page 21 and filed with the Land Court as Document No. 1045790 (as amended by (i) that certain First Amendment to Parcel 3 Easement Agreement dated as of March 11, 1998 recorded with the Registry at Book 28297, Page 308 and filed with the Land Court as Document No. 1058408, (ii) that certain Second Amendment to Parcel 3 Easement Agreement dated as of April 14, 2005 recorded with the Registry at Book 45013, Page 159 and filed with the Land Court as Document #1371060 and (iii) that certain Third Amendment to Parcel 3 Easement Agreement to be recorded with said Registry and filed with said Land Court simultaneously herewith, hereinafter the "Easement Agreement"), Grantor has agreed to dedicate of record the Tract VI Open Space Area as public open space for the benefit of the general public and to use the Tract VI Open Space Area for the purpose of installing and maintaining grass, walkways, shrubs and other forms of landscaping and public amenities.

Property Address: 77 Ames Street, Cambridge

Dup. Ld. Ct.

D. By the dedication thereof as set forth herein, the Tract VI Open Space Area shall constitute public open space under Section 14.42 of the Zoning Ordinance for the City of Cambridge.

NOW THEREFORE, the Grantor, hereby imposes the following restrictions on the Tract VI Open Space Area, and assumes the following obligations in connection therewith:

(a) The Tract VI Open Space Area shall be used only: (1) to provide light and air to the surrounding buildings and improvements; (2) for scenic, recreational, or similar purposes; (3) for subsurface utility services (including, without limitation, gas, electric, telephone and cable), water service and stormwater drainage; (4) for pedestrian ingress and egress to and from the Building and other improvements that may be constructed from time to time on Tract VI shown on the Property Line Plan; and (5) for such other purposes are specified in the Easement Agreement. The Tract VI Open Space Area shall be open and available to the community use of residents and lessees of, and visitors to, the MXD District, seven days a week, during the period commencing one hour after sunrise and ending one hour before sunset; provided that Grantor may (i) after 15 days' prior written notice to the City Manager of the City of Cambridge, or his successor or designee, adopt reasonable rules and regulations for the purposes of safety and security to persons and property, with respect to the use and operation of the Tract VI Open Space Area, which rules and regulations may, inter alia, modify the days and hours during which the Tract VI Open Space Area shall be open and available for community use as aforesaid; and (ii) adopt such additional rules and regulations as may be approved by said City Manager, or his successor designee, which approval shall not be unreasonably withheld or delayed. The notice to said City Manager hereinabove required shall set forth the proposed rules and regulations, a brief explanation of the reason for such rules and regulations, the proposed effective date of such rules and regulations and an offer to meet with said City Manager, or his successor or designee, at least 10 days prior to the implementation of such proposed rules and regulations.

(b) No such rules and regulations shall be valid if they frustrate the requirements of the Zoning Ordinance that the Tract VI Open Space Area be open and available to the community use of the residents, lessees and visitors to the MXD District for reasonable amounts of time on a regular basis.

(c) The aforesaid restriction regarding the use and enjoyment of the Tract VI Open Space Area shall be a burden on Tract VI, and shall run to the benefit of, and shall be enforceable by, the City of Cambridge. The Tract VI Open Space Area is subject to those easements, encumbrances and other title exceptions in effect as of the date hereof.

(d) The Grantor covenants and agrees to keep in effect, or cause to be kept in effect, at all times, general liability insurance naming the City of Cambridge and the CRA as additional insureds, with limits of not less than \$1,000,000/\$5,000,000 against claims for injury to or death of one or more than one person, not less than \$500,000 for property damage and not less than \$50,000 for medical payments (or such greater limits as said City Manager, or his successor or designee, or the CRA, or its successor public body, may reasonably request from time to time) due to alleged incidents occurring on or about the

Tract VI Open Space Area. Upon request therefore, the Grantor shall promptly furnish, or cause to be furnished promptly, to the CRA and the City of Cambridge, evidence, reasonable satisfactory to the CRA and the City of Cambridge, that the aforesaid insurance is being maintained.

(e) The Grantor covenants and agrees to maintain, or cause to be maintained, the Tract VI Open Space Area and all improvements thereon (including, without limitation, any landscaping) in an attractive, good, clean and sanitary condition, free of debris, and all pedestrian paths and passageways located on the Tract VI Open Space Area shall be maintained sufficiently free of snow and ice to provide adequate and safe pedestrian access in accordance with City of Cambridge Department of Public Works' guidelines.

(f) This Covenant shall terminate automatically without the requirement of the execution or recordation of any further instrument of termination, upon the earlier of (i) the date on which the Building to be constructed upon Tract VI, or any substantial part thereof, no longer exists by reason of casualty or taking; or (ii) forty (40) years from the date hereof.

(g) Subject to the provisions of the preceding paragraph (f), this Covenant may not be amended, modified or terminated except by a majority vote of the City Council of the City of Cambridge and with the approval of the Grantor, its successors-in-title and assigns.

(h) The rights and obligations of the Grantor hereunder (including, without limitation, the right to adopt rules and regulations pursuant to the terms thereof) shall be appurtenant to and a burden upon the Tract VI Open Space Area and Tract VI and shall run to the benefit of, and be enforceable by, the City of Cambridge.

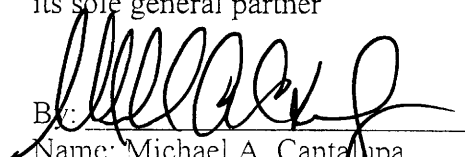
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IN WITNESS WHEREOF, the undersigned has caused this Covenant to be duly executed, under seal, on the day and year first above written.

CAMBRIDGE CENTER WEST
GARAGE LLC


By: Boston Properties Limited Partnership, its sole member

By: Boston Properties, Inc.,
its sole general partner

By: 
Name: Michael A. Cantalupa
Title: Senior Vice President,
Development

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss.

On this 14th day of April, 2011, before me, the undersigned notary public, personally appeared Michael A. Cantalupa, proved to me through satisfactory evidence of identification, which were per knowledge to be the person whose name is signed on the preceding document and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose, as Senior Vice President of Boston Properties, Inc., the general partner of the sole member of Cambridge Center West Garage LLC, a Delaware limited liability company.

 (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