

AMENDMENT NO. 15 TO PARCEL 3 and 4 DEVELOPMENT AGREEMENT

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(hereinafter the “Parcel 3 and 4 Fifteenth Amendment” or the “Amendment”) dated as of _____, 2016 (hereinafter the “Date” of this Amendment), by and between CAMBRIDGE REDEVELOPMENT AUTHORITY (hereinafter, with its successors and assigns, the “Authority”), having its office at One Cambridge Center, Cambridge, Massachusetts, and BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership (as successor-in-interest to Cambridge Center Associates, hereinafter, with its successors and assigns, the “Developer”), having its office at 800 Boylston Street, Suite 1900, Boston, Massachusetts.

A. STATEMENT OF FACTS

1. By Development Agreement dated June 11, 1979 (the “Original Parcel 3 and 4 Development Agreement”) as amended by the Prior Amendments described below (as so amended and inclusive of all exhibits thereto, collectively, the “Parcel 3 and 4 Development Agreement”), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 3 and Parcel 4 of the Kendall Square Urban Renewal Area (the “Urban Renewal Area”) as shown on Exhibit A to the Original Parcel 3 and 4 Development Agreement, as amended by Section 1 of the Parcel 3 and 4 Fifth Amendment (referred to in the Original Parcel 3 and 4 Development Agreement and hereafter sometimes referred to collectively as the “Development Area” and hereinafter sometimes referred to as the “Parcel 3 Development Area” and “Parcel 4 Development Area”, respectively) upon the terms and conditions set forth in the Parcel 3 and 4 Development Agreement.

The Prior Amendments consist of the following:

- Amendment No. 1 dated May 29, 1980;
- Amendment No. 2 dated December 22, 1981;
- Amendment No. 3 dated April 14, 1982;
- Amendment No. 4 dated December 19, 1983;
- Amendment No. 5 dated May 30, 1986;
- Amendment No. 6 dated April 1, 1988;
- Amendment to Development Agreements dated January 14, 1991;
- Amendment to Development Agreements dated May 28, 1993;
- Amendment No. 9 to Parcel 3 and 4 Development Agreement dated September 29, 1993;
- Amendment No. 10 to Parcel 3 and 4 Development Agreement dated September 14, 1994;
- Amendment No. 11 to Parcel 3 and 4 Development Agreement dated June 23, 1997;
- Amendment No. 12 to Parcel 3 and 4 Development Agreement dated March 11, 1998; and
- Amendment No. 13 to Parcel 3 and 4 Development Agreement dated July 14, 2004.
- Amendment No. 14 to Parcel 3 and 4 Development Agreement dated January 11, 2011.

2. By Development Agreement dated April 14, 1982 (the “Original Parcel 2 Development Agreement”), as amended by the Parcel 2 Prior Amendments described below (as so amended and inclusive of all exhibits thereto, collectively, the “Parcel 2 Development Agreement”), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in

stages, the developable area within Parcel 2 of the Kendall Square Urban Renewal Area as shown on Exhibit A to the Original Parcel 2 Development Agreement (referred to in the Original Parcel 2 Development Agreement and hereinafter referred to as the “Parcel 2 Development Area”) upon the terms and conditions set forth in the Parcel 2 Development Agreement.

The Parcel 2 Prior Amendments consist of the following:

- Amendment No. 1 dated April 24, 1987;
- Amendment No. 2 dated April 1, 1988;
- Amendment No. 3 dated March 19, 1990;
- Amendment to Development Agreements dated January 14, 1991;
- Amendment to Development Agreements dated May 28, 1993;
- Amendment No. 6 to Parcel 2 Development Agreement dated September 29, 1993;
- Amendment No. 7 to Parcel 2 Development Agreement dated June 23, 1997; and
- Amendment No. 8 to Parcel 2 Development Agreement dated July 14, 2004.

3. The Parcel 3 and 4 Development Agreement and the Parcel 2 Development Agreement are hereinafter sometimes individually referred to as a “Development Agreement” and collectively referred to as the “Development Agreements.”

4. The Authority and the Developer have agreed that in order to further their agreements and accomplish the purposes embodied by the Development Agreements more effectively in light of both past experience in implementing the Development Agreements and current and anticipated economic, development and other conditions, it is necessary and desirable to make certain amendments to the Parcel 3 and 4 Development Agreement as hereinafter set forth.

B. AGREEMENT OF THE PARTIES

NOW, THEREFORE, each of the parties hereto, for and in consideration of the promises and the mutual obligations herein contained, and for other good and valuable consideration, the

receipt and sufficiency of which is hereby severally acknowledged, does hereby covenant and agree with the other as follows:

1. (A) Reference is made to that certain Amendment No. 5 to Urban Renewal Plan dated July 11, 2001 and that certain Ordinance Number 1253 issued by the City of Cambridge on October 15, 2001, which increased the overall square feet of gross floor area available for development in the Development Area by 200,000 square feet for multi-family housing uses (such additional square footage, together with the square footage of gross floor area originally allocated for the development of residential uses, being hereinafter referred to as the “Residential Development Rights”).

(B) It is acknowledged and agreed that the Developer has commenced the development of a project (the “Ames Street Project”) containing approximately 216,000 square feet of gross floor area to be located on property within Parcel 4 of the Development Area owned by affiliates of the Developer pursuant to a Project Review Special Permit (Case #294) issued by the City of Cambridge Planning Board. The Ames Street Project consists of approximately 200,000 square feet of gross floor area for multi-family housing uses and approximately 16,000 square feet of gross floor area for retail and consumer service establishments. The square footage of gross floor area allocated for the development of residential uses is comprised of Residential Development Rights under the Parcel 3 and 4 Development Agreement.

2. (A) A portion of the Ames Street Project is being constructed on a parcel of land conveyed by the City of Cambridge to an affiliate of the Developer pursuant to (i) a certain Land Disposition Agreement dated February 6, 2014 (as amended, the “LDA”) and (ii) a certain Quitclaim Deed dated August 13, 2015 recorded with the Middlesex South District Registry of Deeds in Book 65907, Page 441 (the “Ames Street Parcel”). It is acknowledged and agreed that the LDA requires the affiliate of the Developer acquiring the Ames Street Parcel to undertake certain reconstruction work in and to the portion of Ames Street to remain a public way (the “Ames Street Reconstruction Work”) as a condition to the conveyance by the City of Cambridge

of the Ames Street Parcel, which such obligation is described with greater particularity on Exhibit A attached hereto.

(B) In recognition of the costs associated with the Ames Street Reconstruction Work, and notwithstanding anything contained in the Parcel 3 and 4 Development Agreement to the contrary (but subject to the provisions of subsection (C) below), the Authority and the Developer have agreed that the Residential Development Rights Purchase Price shall be payable in accordance with the schedule attached hereto as Exhibit B (the "Payment Schedule").

(C) It is acknowledged and agreed that the Payment Schedule set forth on Exhibit B is based upon a projected cost of \$3,600,000.00 (the "Threshold Amount") for the Ames Street Reconstruction Work. The Developer shall provide to the Authority, no later than the date on which the City of Cambridge shall issue a certificate of occupancy for the Ames Street Project, sufficiently detailed documentation evidencing the final costs of the Ames Street Reconstruction Work (the "Reconstruction Costs"). In the event that the Reconstruction Costs are less than the Threshold Amount, the Developer shall pay to the Authority an additional amount (the "Adjusted Payment Amount") equal to the lesser of (i) an amount equal to fifty percent (50%) of the difference between the Reconstruction Costs and the Threshold Amount and (ii) \$1,000,000. By way of example, if the Reconstruction Costs are \$2,800,000.00, then the Adjusted Payment Amount shall be \$400,000.00 (i.e., 50% of \$3,600,000.00 - \$2,800,000.00). If the Reconstruction Costs are \$1,500,000.00, then the Adjusted Payment Amount shall be \$1,000,000.00. In the event that the Reconstruction Costs are greater than the Threshold Amount, there shall be no adjustment to the Payment Schedule.

(D) In the event that an Adjusted Payment Amount is payable, the Payment Schedule shall be adjusted in a mutually acceptable manner to modify the annual amounts payable and/or the number of annual payments and/or the timing of the payments, so as to account for the additional consideration on a net-present-value basis.

(E) Notwithstanding anything contained herein to the contrary, in the event that the Ames Street Project is transferred in its entirety to a third party prior to the payment in full of the Residential Development Rights Purchase Price, the entire then-remaining portion of the Residential Development Rights Purchase Price shall be due and payable upon completion of the transfer. In connection with the foregoing, it is understood and agreed that the determination of the applicable amount of the Residential Development Rights Purchase Price under Section (B)(3) of Amendment No. 13 to Parcel 3 and 4 Development Agreement dated July 14, 2004 shall be made at the time the first payment is due in accordance with the Payment Schedule.

(F) The Developer may in its sole discretion elect to pay the then-remaining portion of the Residential Development Rights Purchase Price in full at any time, notwithstanding that prior payments may have been made in accordance with the Payment Schedule.

3. Boston Properties Limited Partnership, the entity that is the Developer under the Development Agreement, is the operating partnership through which Boston Properties, Inc. (a publicly-traded real estate investment trust) owns and operates its portfolio currently consisting of approximately 50 million square feet of in-service and development properties. As the Developer, Boston Properties Limited Partnership is obligated to comply with the terms and provisions of the Parcel 3 and 4 Development Agreement (as herein amended), including without limitation the payment of the Residential Development Rights Purchase Price pursuant to the Payment Schedule described herein.

4. Except as herein amended, the Parcel 3 and 4 Development Agreement (including, without limitation, the provisions relating to the purchase price to be paid by the Developer for the portion of the gross floor area of the Ames Street Project used for retail and consumer service establishments) shall remain unchanged and in full force and effect. All references to the "Parcel 3 and 4 Development Agreement" shall be deemed to be references to the Parcel 3 and 4 Development Agreement as herein amended.

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

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: _____
Name: Kathleen Born
Title: Board Chair

BOSTON PROPERTIES LIMITED PARTNERSHIP

By: Boston Properties, Inc., its general partner

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

EXHIBIT A

Ames Street Reconstruction Work

The entity purchasing the Ames Street Site (“Purchaser”) shall, at its sole cost and expense and in accordance with final construction plans to be approved in writing by the City of Cambridge Department of Public Works:

- Relocate all existing utility or sub-surface easements on the Ames Street Parcel, as approved by the City, at the Purchaser’s sole expense in conjunction with the development of the Ames Street Parcel.
- Fully reconstruct the sidewalks on the eastern side of Ames Street, subject to final plans satisfactory to and approved in writing by the City. Sidewalk improvements shall include tree plantings (in the manner recently installed on Ames Street), installation of city-standard parking meters and installation of bicycle racks.
- Reconstruct the sidewalks on the western side of Ames Street, but only to the extent that the same are disturbed during the course of completing the utility relocation described above.
- Reconstruct the Ames Street carriageway, subject to approval of final plans in writing by the City.
- Replace the traffic signals at the intersections of Ames Street and Broadway and Ames Street and Main Street, subject to final written approval by the City.
- Install new streetlight poles and lamp heads on both sides of Ames Street pursuant to the City’s current standards for LED lighting and the final written approval of the City.

EXHIBIT B

Payment Schedule for Residential Development Rights Purchase Price¹

Project Year	Anticipated Year	Payment Amount
1	2016	\$0
2	2017	\$0
3	2018	\$431,818.00 ²
4	2019	\$431,818.00
5	2020	\$431,818.00
6	2021	\$431,818.00
7	2022	\$431,818.00
8	2023	\$431,818.00
9	2024	\$431,818.00
10	2025	\$431,818.00
11	2026	\$431,818.00
12	2027	\$431,818.00
13	2028	\$431,818.00
Total Payment		\$4,750,000.00

¹ This schedule reflects payment by the Developer of the Minimum Residential Development Rights Purchase Price, but would be adjusted on a proportionate basis to reflect any adjustment in the Residential Development Rights Purchase Price under Sections (B)(3)(C) or (D) of Amendment No. 13 to the Parcel 3 and 4 Development Agreement in the event of any transfer by the Developer of the Residential Development Rights to a third party prior to the first payment.

In addition, this schedule does not include commercial development rights purchases by the Developer for the retail component of the Ames Street Project. It also does not include any Adjusted Payment Amount provided for in Section (B)(2)(C) or (D) of this Parcel 3 and 4 Fifteenth Amendment.

² First payment due upon issuance of certificate of occupancy, per Section 3(A) of Amendment No. 13 to Parcel 3 and 4 Development Agreement.