

**EASEMENT PLAN
GALILEO GALILEI WAY
CAMBRIDGE, MASS.**

SCALE 1"=50'
HARRY B. FELDMAN, INC.
 LAND SURVEYORS
 112 SHAWMUT AVENUE
 BOSTON, MASS. 02118
 PHONE (617) 457-9740
 www.harryfeldman.com

FELDMAN
 PROFESSIONAL LAND SURVEYORS

DATE: AUGUST 28, 2011

PROJECT: GALILEO GALILEI WAY
 SHEET NO. 1 OF 7
 SHEET 1 OF 7

LEGEND:

- EASEMENT
- REGISTERED
- UNREGISTERED
- AREA OF PROPOSED PARK IMPROVEMENT WITHIN VEHICULAR AND BIKEWAY EASEMENT

REFERRED FOR REGISTRY USE

*Reported to be recorded in:
Book 54543 Page 128*

EASEMENT

This EASEMENT (this "Easement") is made as of the 16 day of March, 2010 by MIT REAL ESTATE, LLC, a Massachusetts limited liability company having an address of 238 Main Street, Suite 200, Cambridge, MA 02142 ("Grantor") in favor of CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to Massachusetts law and having its place of business at One Cambridge Center, Cambridge, MA 02142 ("Grantee").

WITNESSETH:

WHEREAS, by virtue of that certain Unit Deed recorded with the Middlesex South Registry of Deeds (the "Registry") in Book 42269, Page 372 and filed with the Middlesex South Registry District of the Land Court (the "Land Court") as Document 1313874, Grantor is the owner of a certain parcel of land more particularly described in Exhibit 1 attached hereto and made a part hereof ("Grantor's Parcel");

WHEREAS, by virtue of that certain Ground Lease Agreement by and between Grantor, as landlord, and Technology Square Finance, LLC ("TSF"), as tenant, dated as of March 15, 2004, notice of which is recorded with the Registry in Book 42269, Page 395 and filed with the Land Court as Document No. 1313883, as amended and restated by Amended and Restated Ground Lease Agreement dated as of July 27, 2006 by and between Grantor, as landlord, and TSF, as tenant, and as assigned by TSF to ARE-Tech Square, LLC ("Ground Lessee") pursuant to the Assignment and Assumption Agreement dated as of July 27, 2006 by and between TSF, as assignor, and Ground Lessee, as assignee, all of which is set forth in that certain Notice of Amendment and Assignment of Lease and Amendment to Notice of Lease dated as of July 27, 2006 by and between Grantor, as landlord, and Ground Lessee, as tenant, and recorded with the Registry in Book 47894, Page 4 and filed with the Land Court as Document No. 1417601, Grantor has leased all of Grantor's Parcel to Ground Lessee;

WHEREAS, by virtue of that certain Order of Taking dated January 27, 1983 and recorded with the Registry in Book 14891, Page 556 and filed with the Land Court as Document No. 634733, Grantee is the owner of a certain parcel of land more particularly shown on the plan attached hereto as Exhibit 2 (as more particularly described in Exhibit 2A attached hereto, "Grantee's Parcel");

WHEREAS, Grantee desires to operate and maintain a public park on Grantee's Parcel and a portion of Grantor's Parcel (such portion, as more particularly shown on the plan attached

hereto as Exhibit 3, and as more particularly described in Exhibit 3A attached hereto, the "Easement Area");

WHEREAS, Grantor and Grantee desire that Grantor should grant to Grantee certain easements hereinafter set forth over the Easement Area as more particularly described herein.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants unto Grantee, subject to the provisions hereinafter set forth, the perpetual and non-exclusive right and easement, for the benefit of and as appurtenant to Grantee's Parcel, to enter upon the Easement Area for the following limited purposes: to construct, install, operate and maintain a park for the use of the general public (the "Park").

1. Construction. Grantee shall construct the Park substantially in accordance with plans and specifications approved by Grantor and Ground Lessee, which approval shall not be unreasonably withheld, conditioned or delayed. The area of the Work (hereinafter defined) shall be kept in a safe, secure and orderly condition. Grantee shall take all reasonably necessary measures to (a) minimize dust, noise and construction traffic and to protect adjacent properties, (b) minimize any damage, disruption or inconvenience caused by such work, and (c) make adequate provision for the safety and convenience of all persons affected thereby and to properly police same. Dust, noise and other adverse effects of the Work shall be controlled using commercially accepted methods customarily utilized in order to control deleterious effects associated with construction projects in a populated or developed area. Grantee shall arrange and pay for removal of any and all construction debris arising from the Work. Grantee shall complete the initial construction of the Park within twenty-four (24) months after the date hereof. Upon completion of the initial construction of the Park, Grantee shall provide written notice to Grantor and Ground Lessee, which notice shall be accompanied by a reproducible "As-Built" plan of the Park marked to indicate all changes and deviations from the approved plans.

2. Operations; Maintenance.

(a) Grantee shall maintain the Park in a first-class manner and in safe order, condition and repair. Grantee shall, at Grantee's sole cost and expense, repair and restore any portion of the Easement Area (including without limitation any lines, conduits, pipes and utilities located therein) that is damaged in connection with the exercise of Grantee's rights hereunder and/or resulting from the operation of the Park on the Easement Area.

(b) All installation, construction, maintenance, repair, replacement and removal performed pursuant to this Easement (collectively, "Work") shall be performed in a good and workerlike manner.

(c) Grantee shall not materially change, alter or modify the Park except with the prior written consent of Grantor and Ground Lessee, which shall not be unreasonably withheld, conditioned or delayed so long as the same remains consistent with the general character and appearance of the properties surrounding the Park.

3. Legal Compliance. Grantee shall comply with, and shall cause the Park and all Work performed hereunder to comply with, all applicable Federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances, including, without limitation, Massachusetts General Laws, Chapter 82, Section 40 (the "Dig Safe" law) and the regulations promulgated pursuant thereto including but not limited to the Code of Massachusetts

Regulations, more particularly, 220 CMR 99.00 et seq. Grantee shall also be responsible for obtaining any and all Federal, state, and/or local permits and/or approvals necessary to carry out the activities permitted hereunder.

4. Environmental Matters.

(a) Grantor, Ground Lessee and Grantee shall notify each other promptly after becoming aware of any actual or alleged (i) direct or indirect discharge, disposal, spillage, emission, escape, pumping, pouring, injection, leaching, release, seepage, filtration or transporting of any Hazardous Material (hereinafter defined) at, upon, under, onto or within the Easement Area in excess of any applicable reportable, concentration or quantity established under any Environmental Law (hereinafter defined), or (ii) activity, occurrence or condition which is reasonably likely to result in any liability, cost or expense to Grantor or Ground Lessee, or which is reasonably likely to result in the creation of a lien on the Easement Area, under any Environmental Law (each of the foregoing, an "Environmental Violation"). Grantor, Ground Lessee and Grantee shall forward to each other promptly upon receipt thereof copies of all orders, reports, notices, permits, applications or other communications with governmental authorities relating to any Environmental Violation. Grantee shall, at Grantee's sole cost and expense, and subject to Grantor's and Ground Lessee's approval of any remediation or other response action, which approval shall not be unreasonably withheld, conditioned or delayed, address any Environmental Violation, and shall indemnify, exonerate and save harmless Grantor and Ground Lessee from and against any and all claims, damages, losses, penalties, liabilities, obligations, litigation, demands, defenses, judgments, suits, proceedings and reasonable costs, disbursements, fees or expenses of any kind whatsoever, including, without limitation, reasonable attorneys' fees and experts' fees and disbursements (collectively, "Claims") arising from or out of any such Environmental Violations, except insofar as such Claims are caused by the gross negligence or willful misconduct of Grantor or Ground Lessee or of any other party to whom the Grantor or the Ground Lessee gives a right to use the Easement Area. If an Environmental Violation occurs or is found to exist and, in Grantor's or Ground Lessee's reasonable judgment, the cost of remediation of, or other response action with respect to, the same is likely to exceed One Million Dollars (\$1,000,000), Grantee shall provide to Grantor and Ground Lessee, within ten (10) days after Grantor's or Ground Lessee's request therefor, adequate financial assurances that Grantee will effect such remediation or response action in accordance with applicable Environmental Laws.

(b) Promptly upon Grantee's receipt thereof, Grantee shall provide Grantor and Ground Lessee with a complete copy of any final third party environmental report and/or site assessment prepared with respect to the Easement Area. Upon Grantor's or Ground Lessee's request, Grantee shall obtain a so-called "reliance letter" for the benefit of Grantor and Ground Lessee from the preparer of any such report or assessment.

(c) Grantee shall obtain Grantor's and Ground Lessee's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed) with respect to any submissions to governmental authorities relating to the environmental condition of the Easement Area.

(d) "Hazardous Materials" shall mean asbestos, oil or any hazardous, radioactive or toxic substance, material or waste or petroleum derivative which is or becomes regulated by any

Environmental Law. The term "Hazardous Material" includes, without limitation, any material or substance which is designated as a "hazardous substance," "hazardous material," "hazardous waste" or "toxic substance" under any Environmental Law.

(e) "Environmental Law" shall mean (i) whenever enacted or promulgated, all applicable federal, state and local laws, statutes, ordinances, rules, regulations, licenses, permits, authorizations, approvals, consents, court orders, judgments, decrees, injunctions, codes, policies, requirements or agreements with any governmental authority, (x) relating to pollution (or the cleanup thereof), or the protection of air, water vapor, surface water, groundwater, drinking water supply, land (including land surface or subsurface), or plant, aquatic and animal life from injury caused by a Hazardous Material, or (y) concerning exposure to, or the use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, handling, labeling, production, release, disposal or remediation of Hazardous Materials, in each case as amended and as now or hereafter in effect, and (ii) any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations or injuries or damages due to or threatened as a result of the presence of, release of, exposure to, or ingestion of, any Hazardous Material. The term Environmental Law includes, without limitation, Chapters 21C and 21E of the General Laws of Massachusetts, the federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the federal Water Pollution Control Act, the federal Clean Air Act, the federal Clean Water Act, the federal Resource Conservation and Recovery Act of 1976 ("RCRA") (including the Hazardous and Solid Waste Amendments to RCRA), the federal Solid Waste Disposal Act, the federal Toxic Substance Control Act, the federal Insecticide, Fungicide and Rodenticide Act, the federal National Environmental Policy Act and the federal Hazardous Materials Transportation Act, each as amended and as now or hereafter in effect and any similar state or local law.

5. Insurance.

(a) Grantee shall procure, pay for and keep in force throughout the term hereof primary commercial general liability insurance insuring Grantor, Ground Lessee and any mortgagees of record of Grantor and Ground Lessee on an occurrence basis against all claims and demands for personal injury liability including, without limitation, bodily injury, sickness, disease and/or death, or damage to property of not less than Three Million Dollars (\$3,000,000) provided, however, that Grantor or Ground Lessee may, upon written notice to Grantee, require such higher amounts as are typically carried by prudent owners of similar properties. Grantee shall also carry excess liability coverage in an amount of no less than Ten Million Dollars (\$10,000,000). Such policy shall also include, to the extent commercially available, contractual liability coverage insuring Grantee's liability assumed under the indemnification obligations contained herein. Grantee's insurance shall name Grantor, Ground Lessee and any mortgagees of record of Grantor and Ground Lessee as additional insureds.

(b) Grantee shall procure, pay for and keep in force throughout the term hereof Worker's Compensation Insurance in accordance with statutory requirements.

(c) Grantee shall procure, pay for and keep in force throughout the term hereof automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles of Grantee and its consultants and contractors that are used in the activities permitted hereunder.

(d) During all periods of construction, Grantee shall purchase and maintain, or shall cause to be purchased and maintained, property insurance written on a builder's risk "all-risk" or equivalent policy form (including earthquake coverage) at full replacement cost, including without limitation soft costs. Coverage will also be provided for materials stored off-site and while in transit.

(e) Grantee shall deliver to Grantor and Ground Lessee certificates of insurance provided by Grantee's contractors and professional consultants naming Grantor and Ground Lessee as additional insureds and evidencing commercial general liability insurance (including property damage, bodily injury and death), contractor's pollution liability insurance and professional errors and omissions insurance (without a pollution exclusion) issued by an insurance company having a rating of at least "A-VII" by A.M. Best Company, with limits of at least \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

(f) The required insurance coverages hereinbefore specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of B+ or better; shall be taken out before Grantee or any of its contractors, employees or agents first accesses the Easement Area; shall be primary to and non-contributory to any coverages maintained by Grantor or Ground Lessee; and shall require that Grantor and Ground Lessee be given at least 30 days' advance notice in the event of any cancellation or materially adverse change in coverage. Grantee shall provide Grantor and Ground Lessee with reasonable evidence of such insurance from time to time upon written request.

6. **Indemnity.** This Easement is granted upon the express condition that Grantor, Ground Lessee and their respective successors and assigns shall be free from all liabilities and claims for damages, together with all related costs, including without limitation reasonable attorneys' fees, for or by reason of any injury or injuries to any person or property of any kind whatsoever relating to the use of the Easement Area pursuant to the terms hereof, except to the extent caused by the gross negligence or willful misconduct of Grantor, Ground Lessee and/or their agents or contractors and of any other party to whom the Grantor or the Ground Lessee gives a right to use the Easement Area. The exercise by Grantee of the rights and easements herein contained shall be at the sole risk of Grantee, and Grantor and Ground Lessee shall have no responsibility or liability therefor. Grantee accepts the Easement Area "As Is" and neither Grantor nor Ground Lessee makes any warranty, express or implied, as to the condition of the Easement Area. By its acceptance hereof, Grantee agrees to exonerate, indemnify and hold Grantor, Ground Lessee and all persons claiming by, through or under them harmless from and against any and all Claims relating to the exercise of the rights and easements granted hereunder.

7. **Termination Rights.** If Grantee fails to either (a) complete the initial construction of the Park within twenty-four (24) months after the date hereof, or (b) maintain the Park in the condition required hereunder for more than ninety (90) days after written notice thereof or, provided that Grantee immediately commences such cure and diligently pursues such cure to completion, such additional period of time reasonably necessary if such condition is of a nature that it cannot be

cured within ninety (90) days, then in either such event, Grantor or Ground Lessee shall have the right to terminate this Easement by written notice to Grantee. Within ten (10) business days after any such termination, Grantee hereby agrees to execute a notice of termination of easement in form and substance reasonably acceptable to Grantor, Ground Lessee and Grantee, which notice may be recorded with the Registry.

8. Default.

(a) If Grantee does not perform any of its obligations hereunder within a commercially reasonable time after receipt of notice (provided, however that no notice is required in case of emergency), Grantor or Ground Lessee, without being under any obligation to do so and without waiving the Grantee's obligation hereunder, may perform such obligation. In the event Grantor or Ground Lessee exercises such right, Grantee shall pay to Grantor or Ground Lessee, as applicable, immediately upon demand all reasonable costs of performing such obligation plus a fee equal to five percent (5%) of such cost for administrative costs incurred in connection therewith.

(b) Failure on the part of either party to complain of any action or inaction on the part of the other party, no matter how long the same may continue, shall not be deemed to be the waiver of any such party's rights hereunder. Furthermore, it is covenanted and agreed that no waiver at any time of the provisions hereof, by either party, shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed at any subsequent time as a waiver of the same provisions. The approval of either party to or for any action by the other party requiring that party's consent or approval shall not be deemed to waive or render unnecessary the party's consent or approval to or of any subsequent similar act by the other party.

9. Non-Exclusive. The rights and easements granted hereby are non-exclusive and shall be exercisable in common with others entitled thereto from time to time, provided that such use shall not materially impair the exercise by the benefited party of the rights and easements herein granted. Notwithstanding the foregoing, this Easement is not to be construed in any way so as to grant any rights or easement to the exclusion of Grantor, Ground Lessee or their respective successors or assigns. Grantor and Ground Lessee expressly reserve the right to use the Easement Area, including, without limitation, the subsurface and the area above the surface of the Easement Area, for all uses not inconsistent with the easement rights granted herein.

10. Grantor's Costs. Simultaneously with the execution hereof, Grantee has delivered to Grantor \$5,375.00, representing Grantor's reasonable attorneys' fees incurred in connection with this Easement. Simultaneously with the execution hereof, Grantee has delivered to Ground Lessee \$6,550.00, representing Ground Lessee's reasonable attorneys' fees incurred in connection with this Easement.

11. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (hereinafter "Notice"), shall be in writing and shall be deemed to have been properly given when deposited in registered or certified United States mail, postage prepaid, return receipt requested, or when delivered by messenger or overnight mail to the following address or such other address as may be specified in writing by either party:

If to Grantor: MIT Real Estate, LLC
c/o MIT Investment Management Company

238 Main Street, Suite 200
Cambridge, MA 02142
Attention: Director, Real Estate

If to Grantee: Cambridge Redevelopment Authority
One Cambridge Center
Cambridge, MA 02142
Attention: Joseph F. Tulimieri

If to Ground Lessee: ARE-Tech Square, LLC
c/o ARE-MA Region No. 31, LLC
385 East Colorado Boulevard, Suite 299
Pasadena, California 91101
Attention: Corporate Secretary, Re: Technology Square,
Cambridge, MA

Notice shall be deemed received when actually received or when the proffered Notice has been refused by the addressee. The signature of an employee, servant or agent of the Addressee shall be determinative on the issue of actual receipt.

12. Miscellaneous. The provisions of this Easement shall be binding on and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The terms, provisions and agreements herein contained may be amended only by a duly recorded instrument in writing executed by the then holder of record title to each parcel adversely affected by such amendment. This Easement shall be governed by the laws of the Commonwealth of Massachusetts as the same may now exist or may be hereinafter enacted. If any term or provision of this Easement is held to be invalid or unenforceable, the remainder of this Easement shall not be affected thereby. Grantor shall not be liable to Grantee for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits. This Easement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect. This Easement shall not be construed to create any third party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties. The rights herein granted are subject to all restrictions, covenants and other encumbrances of record to the extent in force and applicable.

[BALANCE OF PAGE INTENTIONALLY BLANK]

Executed as a sealed instrument as of the day and year first above written.

GRANTOR:

MIT REAL ESTATE, LLC

By: Massachusetts Institute of Technology, its manager

By: MIT Investment Management Company, its authorized agent

By: SKA

Seth D. Alexander, President

ACKNOWLEDGMENT

Commonwealth of Massachusetts)

) ss

County of MIDDLESEX)

On this 19 day of JANUARY, 2010, before me, the undersigned notary public, personally appeared Seth D. Alexander, proved to me through satisfactory evidence of identification, which was PERSONALLY KNOWN to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as President of MIT Investment Management Company, authorized agent of Massachusetts Institute of Technology, manager of MIT Real Estate, LLC.

Name: Sheila R. Kleinich

Notary Public

My Commission Expires: June 1, 2012



SHEILA R. KLEINICH
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 1, 2012

GRANTEE:

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: Joseph F. Tullimieri

Name: JOSEPH F. TULLIMIERI

Title: EXECUTIVE DIRECTOR

ACKNOWLEDGMENT

Commonwealth of Massachusetts)

) ss

County of MIDDLESEX)

On this 28 day of DEC, 2009, before me, the undersigned notary public, personally appeared JOSEPH F. TULLIMIERI, proved to me through satisfactory evidence of identification, which was PERSONALLY KNOWN, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as EXECUTIVE DIRECTOR of Cambridge Redevelopment Authority.

Name: Maura F.

Notary Public

My Commission Expires: 3/19/2013

[SIGNATURE PAGE]


LEASEHOLD MORTGAGEE CONSENT AND SUBORDINATION TO EASEMENT

The undersigned, being a holder, as a tenant in common with ING USA Annuity and Life Insurance Company, an Iowa corporation, of that certain Leasehold Mortgage, Security Agreement and Fixture Filing dated as of March 26, 2004, filed with the Middlesex South Registry District of the Land Court as Document No. 1315538 and recorded with the Middlesex South Registry of Deeds in Book 42362, Page 134; and that certain Assignment of Rents and Leases also dated as of March 26, 2004, filed with said Registry District as Document No 1315539 and recorded with said Deeds in Book 42362, Page 212; both as amended by that certain Assignment, Assumption and Omnibus Amendment of Promissory Notes, Leasehold Mortgage and Loan Documents dated as of July 27, 2006, filed with said Registry District as Document No. 1417604 and recorded with said Deeds in Book 47894, Page 9 (as so amended, collectively, the "Mortgage"), and with respect to which see also Voluntary Withdrawal of Land from the Registration System approved January 9, 2008, filed with said Registry District as Document No. 1462980 and recorded with said Deeds in Book 50605, Page 144, hereby consents to the foregoing Easement in favor of Cambridge Redevelopment Authority and subordinates the Mortgage to said Easement with the same force and effect as if said Easement had been executed, delivered and recorded before the execution, delivery and recording of the Mortgage.

Dated: March 16, 2010.

CONNECTICUT GENERAL LIFE INSURANCE
COMPANY, a Connecticut corporation


By: CIGNA Investments, Inc., a Delaware
corporation, its Authorized Agent

By: 
Name: Michele A. C. Kadis
Title: Managing Director
Hereunto Duly Authorized

STATE OF CONNECTICUT

HARTFORD COUNTY, SS.

On this 16 day of March, 2010, before me, the undersigned notary public, personally appeared Michele A.C. Kadis, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Managing Director of CIGNA Investments, Inc., Authorized Agent of Connecticut General Life Insurance Company.

, Notary Public
My Commission Expires: _____

(SEAL)

WILLIAM G. LEWIS
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 08-31-2010

LEASEHOLD MORTGAGEE CONSENT AND SUBORDINATION TO EASEMENT

The undersigned, being a holder, as a tenant in common with Connecticut General Life Insurance Company, a Connecticut corporation, of that certain Leasehold Mortgage, Security Agreement and Fixture Filing dated as of March 26, 2004, filed with the Middlesex South Registry District of the Land Court as Document No. 1315538 and recorded with the Middlesex South Registry of Deeds in Book 42362, Page 134; and that certain Assignment of Rents and Leases also dated as of March 26, 2004, filed with said Registry District as Document No 1315539 and recorded with said Deeds in Book 42362, Page 212; both as amended by that certain Assignment, Assumption and Omnibus Amendment of Promissory Notes, Leasehold Mortgage and Loan Documents dated as of July 27, 2006, filed with said Registry District as Document No. 1417604 and recorded with said Deeds in Book 47894, Page 9 (as so amended, collectively, the "Mortgage"), and with respect to which see also Voluntary Withdrawal of Land from the Registration System approved January 9, 2008, filed with said Registry District as Document No. 1462980 and recorded with said Deeds in Book 50605, Page 144, hereby consents to the foregoing Easement in favor of Cambridge Redevelopment Authority and subordinates the Mortgage to said Easement with the same force and effect as if said Easement had been executed, delivered and recorded before the execution, delivery and recording of the Mortgage.

Dated: March 16, 2010.

ING USA ANNUITY AND LIFE INSURANCE
COMPANY, an Iowa corporation

By:

Kurt Wassenaar
Name: Kurt Wassenaar
Title: Vice President - Investments
Hereunto Duly Authorized *Jmw*

STATE OF GEORGIA

FULTON COUNTY, SS.

On this 16th day of March, 2010, before me, the undersigned notary public, personally appeared Kurt Wassenaar, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Vice President - Investments of ING USA Annuity and Life Insurance Company.



Christine A. Hansen
Christine A. Hansen, Notary Public
My Commission Expires: April 11, 2010
(SEAL)

CONSENT TO EASEMENT

This CONSENT TO EASEMENT (this "Consent to Easement") is made as of the _____ day of _____, 2009, between THE CHARLES STARK DRAPER LABORATORY, INC., a Massachusetts corporation, having a mailing address of 555 Technology Square, Cambridge, Massachusetts 02139 ("Draper"), and the CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to Massachusetts law and having its place of business at One Cambridge Center, Cambridge, MA 02142 (the "CRA").

WITNESSETH:

WHEREAS, by virtue of that certain Unit Deed recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 42269, Page 372 and filed with the Middlesex South Registry District of the Land Court (the "Land Court") as Document 1313874, MIT REAL ESTATE, LLC ("MIT") is the owner of a certain parcel of land described more particularly in said Deed (the "MIT Parcel");

WHEREAS, by virtue of that certain Ground Lease by and between MIT, as landlord, and Technology Square Finance, LLC ("TSF"), as tenant, dated as of March 15, 2004, notice of which is recorded with the Registry in Book 42269, Page 395 and filed with the Land Court as Document No. 1313883, as amended and restated by Amended and Restated Ground Lease dated as of July 27, 2006, as assigned by TSF to ARE-Tech Square, LLC (the "Ground Lessee"), dated as of July 26, 2006, all of which is set forth in that certain Notice of Amendment and Assignment of Lease and Amendment to Notice of Lease, dated as of July 27, 2006, and recorded with the Registry in Book 47894, Page 4 and filed with the Land Court as Document No. 1417601, MIT has leased all of the MIT Parcel to the Ground Lessee;

WHEREAS, by virtue of that certain Deed dated May 26, 1970, and recorded with the Registry in Book 11837, Page 649, the CRA is the owner of a certain parcel of land described more particularly in said Deed (the "CRA Parcel");

WHEREAS, Grantee desires to operate and maintain a public park on the CRA Parcel and a portion of the MIT Parcel (such portion, as more particularly shown on the plan attached hereto as Exhibit 1, the "Easement Area");

WHEREAS, by an agreement titled "Easement" dated _____, 2009 and recorded with the Registry and filed with the Land Court with this instrument (the "Easement"), MIT granted to the CRA an easement to use the Easement Area and the Ground Lessee consented to the Easement;

WHEREAS, by virtue of a Reciprocal Easement Agreement (the "REA") dated as of April 18, 2000, which is recorded in the Registry in Book 31324, Page 262, and filed with the Land Court as Document No. 1137080, as amended by a First Amendment, dated February 6, 2003, recorded in the Registry in Book 38441, Page 415, and filed with the Land Court as Document No. 1251130, and by a Second Amendment dated March 25, 2004, recorded in the Registry in Book 42362, Page 126, and filed with the Land Court as Document No. 1315537, Draper acquired certain easement rights in a portion of the MIT Land which includes the Easement Area; and

WHEREAS, Draper has agreed to waive certain of the rights that it acquired in the REA and to consent to the CRA's use of the Easement Area as hereinafter provided.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Draper hereby consents to the CRA's use of the Easement Area, subject to the provisions hereinafter set forth, for the following limited purposes: to construct, install, operate and maintain a park for the use of the general public (the "Park").

1. Section F.6 of the REA provides that Draper has the benefit of a non-exclusive easement to use for vehicular and pedestrian access and passage purposes for all purposes for which roads are used in the City of Cambridge the areas shown as Area No. 1, Area No. 2, Area No. 4, Area No. 5, Area No. 7 and Area No. 8, all as shown on a plan entitled "Plan of Land and Easements, Cambridge, Mass." dated June 1970, by Raymond C. Pressey, Inc., Registered Land Surveyors, which plan is recorded at the Registry as Plan 852 (A of 2) of 1970 in Book 11879, Page 393. The REA refers to the foregoing described Areas, in the aggregate, as "Parcel 2." The REA also provides that no Improvements, as defined in the REA, shall be constructed on Parcel 2.
2. Notwithstanding the provisions of Section F.6 of the REA, Draper agrees that the CRA may construct, operate, maintain, repair and replace the Park on the portion of Parcel 2 comprising the Easement Area which Park may include, without limitation, such Improvements as are commonly found in municipal parks in the City of Cambridge.
3. Draper shall have no responsibility whatsoever for the Park including, without limitation, the construction, operation, maintenance, repair and replacement thereof.
4. This Consent is granted upon the express condition that Draper and its successors and assigns shall be free from all liabilities and claims for damages, together with all related costs, including without limitation reasonable attorneys' fees, for or by reason of any injury or injuries to any person or property of any kind whatsoever relating to the use of the Easement Area pursuant to the terms hereof, except to the extent caused by the gross negligence or willful misconduct of Draper and/or its agents or contractors. The exercise by the CRA of the rights and easements herein contained shall be at the sole risk of the CRA, and Draper shall have no responsibility or

liability therefor. The CRA accepts the Easement Area "As Is" and Draper makes no warranty, express or implied, as to the condition of the Easement Area. By its acceptance hereof, the CRA agrees to exonerate, indemnify, defend and hold harmless Draper, Draper's officers, directors, employees, agents, representative and all parties claiming by, through or under Draper (the "Draper Indemnitees"), from and against any and all (i) claims relating to the exercise by the CRA of its right to use the Easement Area pursuant to the Easement and (ii) personal injury, death or property damage arising from the construction or use of the Park.

5. The CRA hereby covenants and agrees as follows: (a) the CRA shall perform all of the obligations for the benefit of Draper set forth in, and Draper shall have all rights and remedies available to MIT under, Sections 1, 2, 3, 4, 5 and 8(a) of the Easement, which are each incorporated by reference *mutatis mutandi*; (b) Draper shall be named as an additional insured on a primary, non-contributory basis, on all insurance carried by the CRA and its contractors with coverage of not less than the actual coverage limits of such insurance (even if a lesser minimum coverage limit is set forth in the Easement); (c) supplementing the provisions of Section 5(d) of the Easement as incorporated herein, (i) the CRA shall also carry all risk property insurance on all improvements which are not covered by builder's risk coverage on full replacement cost basis, (ii) the CRA hereby waives all claims against the Draper Indemnitees for all losses to the extent covered (or would have been covered had the insurance been maintained) by such insurance and for all self-insured or deductible amounts, and (iii) the CRA shall cause all its insurers to waive rights of subrogation against the Draper Indemnitees for losses covered by insurance; (d) the CRA shall indemnify, defend and hold harmless the Draper Indemnitees to the same extent as MIT under Section 4(a) of the Easement; (e) Draper shall have the right to terminate this Consent for the same reasons as MIT may terminate the Easement under Section 7 of the Easement; (f) within ten (10) business days after any such termination of this Consent by Draper, the CRA shall execute a notice of termination in form and substance reasonably acceptable to Draper which Draper can record with the Registry and file with the Land Court; (g) simultaneously with the execution of this instrument, the CRA has delivered to Draper \$5,000, representing a negotiated reimbursement amount for Draper's reasonable attorneys' fees incurred in connection with reviewing and negotiating this instrument; and (h) the CRA shall obtain the approval of all railroads and other private parties necessary to construct, use and operate the Park, and shall comply with all requirements of such railroads and other private parties (including, the extent applicable, maintaining and causing all contractors to maintain railroad protective liability insurance in amounts required by such parties naming Draper as an additional insured on a primary, non-contributory basis).

6. The provisions of Sections 8(b) and 12 of the Easement are incorporated herein by reference, *mutatis mutandi*. Notices shall be given in accordance with Section 11 of the Easement, also incorporated by reference *mutatis mutandi*, except that Notices to Draper shall be delivered to the following address or such other address that may be specified in writing by Draper:

The Charles Stark Draper Laboratory, Inc
555 Technology Square
Cambridge, MA 02139
Attention: Vice President and Treasurer

with a copy to:

The Charles Stark Draper Laboratory, Inc
555 Technology Square
Cambridge, MA 02139
Attention: Principal Director of Administration

7. Draper's consent hereunder is subject to the qualifications in Section 9 of the Easement, which is incorporated by reference *mutatis mutandi*. Without limiting the generality of the foregoing: (a) Draper's consent shall not be construed in any way as to consent to any rights under the Easement to the exclusion of Draper, its successors or assigns; and (b) Draper expressly reserves the right to use the Easement Area (including, without limitation, the subsurface and area above the surface of the Easement Area) for all uses and purposes not inconsistent with the easement rights granted the CRA under the Easement (as consented to hereunder) and as otherwise may be required for the improvements located on Draper Parcel (as defined in the REA) to comply with requirements of any applicable zoning, land use, permits, approvals or other legal requirements.

[BALANCE OF PAGE INTENTIONALLY BLANK]

GRANTEE:

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: Joseph F. Tulumieri
Name: JOSEPH F TULMIERI
Title: EXECUTIVE DIRECTOR

ACKNOWLEDGMENT

Commonwealth of Massachusetts)

) ss

County of MIDDLESEX)

On this 3 day of NOV, 2009, before me, the undersigned notary public, personally appeared JOSEPH TULMIERI, proved to me through satisfactory evidence of identification, which was PERSONAL ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as EXECUTIVE DIRECTOR of Cambridge Redevelopment Authority.

Name: Maureen J. [Signature]
Notary Public
My Commission Expires: 3/29/2013

[SIGNATURE PAGE]

EXHIBIT 1

LEGAL DESCRIPTION OF GRANTOR'S PARCEL

The following parcels of land in Cambridge, Middlesex County, Massachusetts:

The Registered Land shown as Lots 15, 16 and 19 on Land Court Plan No. 30711E, Lot 43 on Land Court Plan No. 30711J and Lots 46 and 47 on Land Court Plan No. 30711K, and

The Unregistered Land shown as Area No. 1, Area No. 2, Area No. 3, Area No. 4, Area No. 5, Area No. 6, Area No. 7, Area No. 8 and Area No. 9 on a plan entitled "Plan of Land and Easements, Cambridge, Mass." Prepared by Raymond C. Pressey, Inc., dated June 1970 and recorded with the Middlesex South Registry of Deeds in Book 11879, Page 393, Plan 852 (A of 2) of 1970.

Excepting therefrom that portion taken by the Cambridge Redevelopment Authority Eminent Domain Taking dated April 12, 1982 and recorded in Book 14590, Page 221 and that portion taken by the Cambridge Redevelopment Authority Eminent Domain Taking dated January 27, 1983 and recorded in Book 14891, Page 556.

Said parcels are also shown on Land Court Plans C404-1, C404-2, C404-3 and C404-4.

Said parcels are also described as Units 100, 200, 300, 400, 500, 600 and 700 of that certain condominium known as the Technology Square Condominium, as set forth in that certain Master Deed dated November 30, 2000, executed by Technology Square LLC, and recorded with the Registry in Book 32159, at Page 490, and registered with the Land Court as Document No. 1158816, as the same has been amended by that certain Amendment to Master Deed dated May 28, 2002, and recorded with the Registry in Book 36335, Page 249, and registered with the Land Court as Document No. 1226564, and as the same has been amended by that certain Second Amendment to Master Deed dated as of November 15, 2002, and recorded with the Registry in Book 40985, Page 312, and registered with the Land Court as Document No. 1293465.

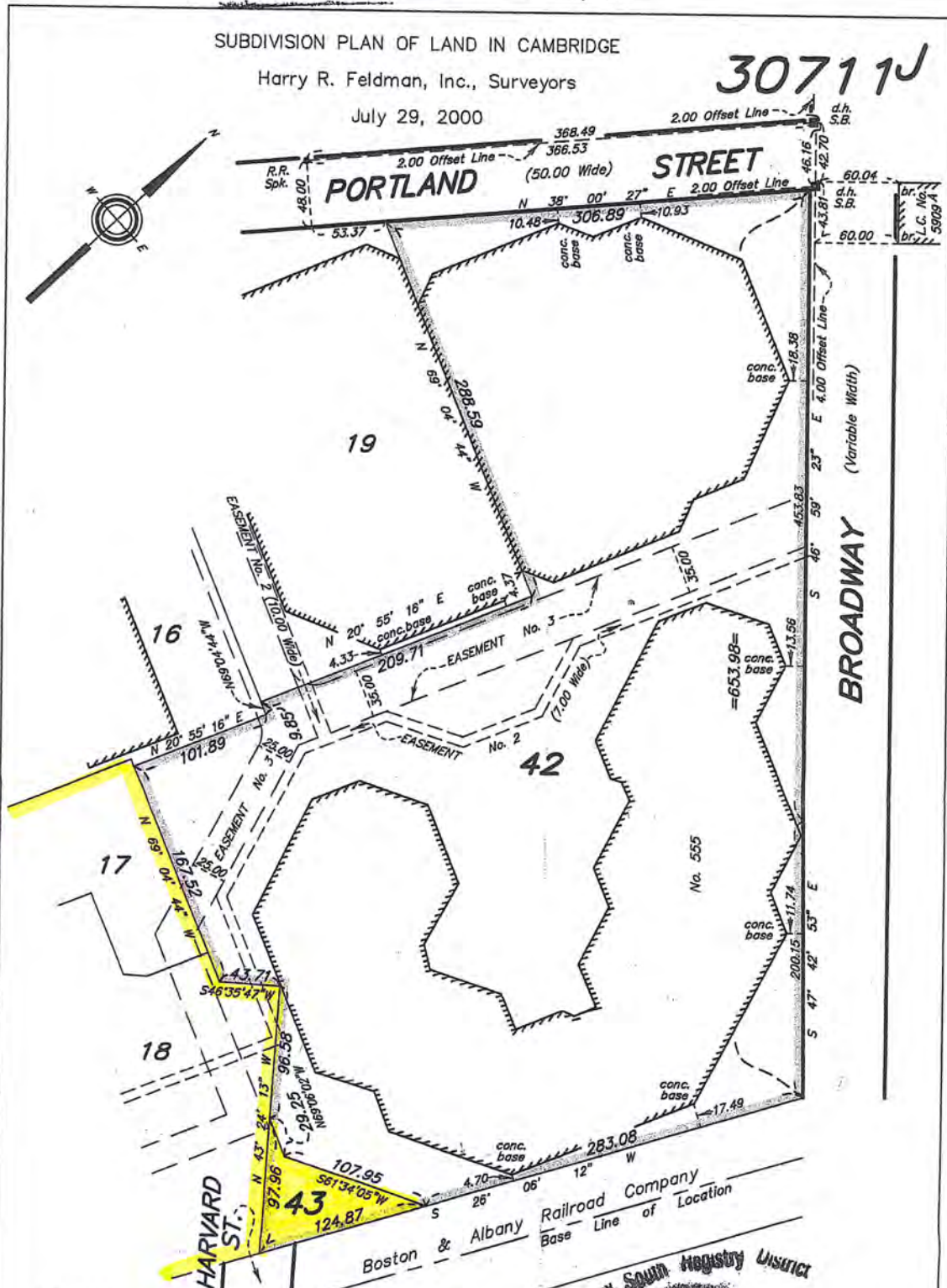
Together with a 100% interest in the common areas and facilities of said Condominium, which interest is allocated among said Units as set forth in said Master Deed.

SUBDIVISION PLAN OF LAND IN CAMBRIDGE

Harry R. Feldman, Inc., Surveyors

July 29, 2000

30711J



Subdivision of Lot 20
 Shown on Plan 30711-E
 Filed with Cert. of Title No. 134967
 South Registry District of Middlesex County

Separate certificates of title may be issued for land
 shown hereon as Lots 42 and 43
 By the Court.

Charles Tremblay Jr.
 Recorder

SEPT. 14, 2000

JAV-OLN9

Middlesex South Registry District
 SEP 09 2000

RECEIVED FOR REGISTRATION
 9 O'CLOCK P.M.

Abutters are shown as
 on original decree plan.

Copy of part of plan
 filed in
 LAND REGISTRATION OFFICE
 SEPT. 14, 2000

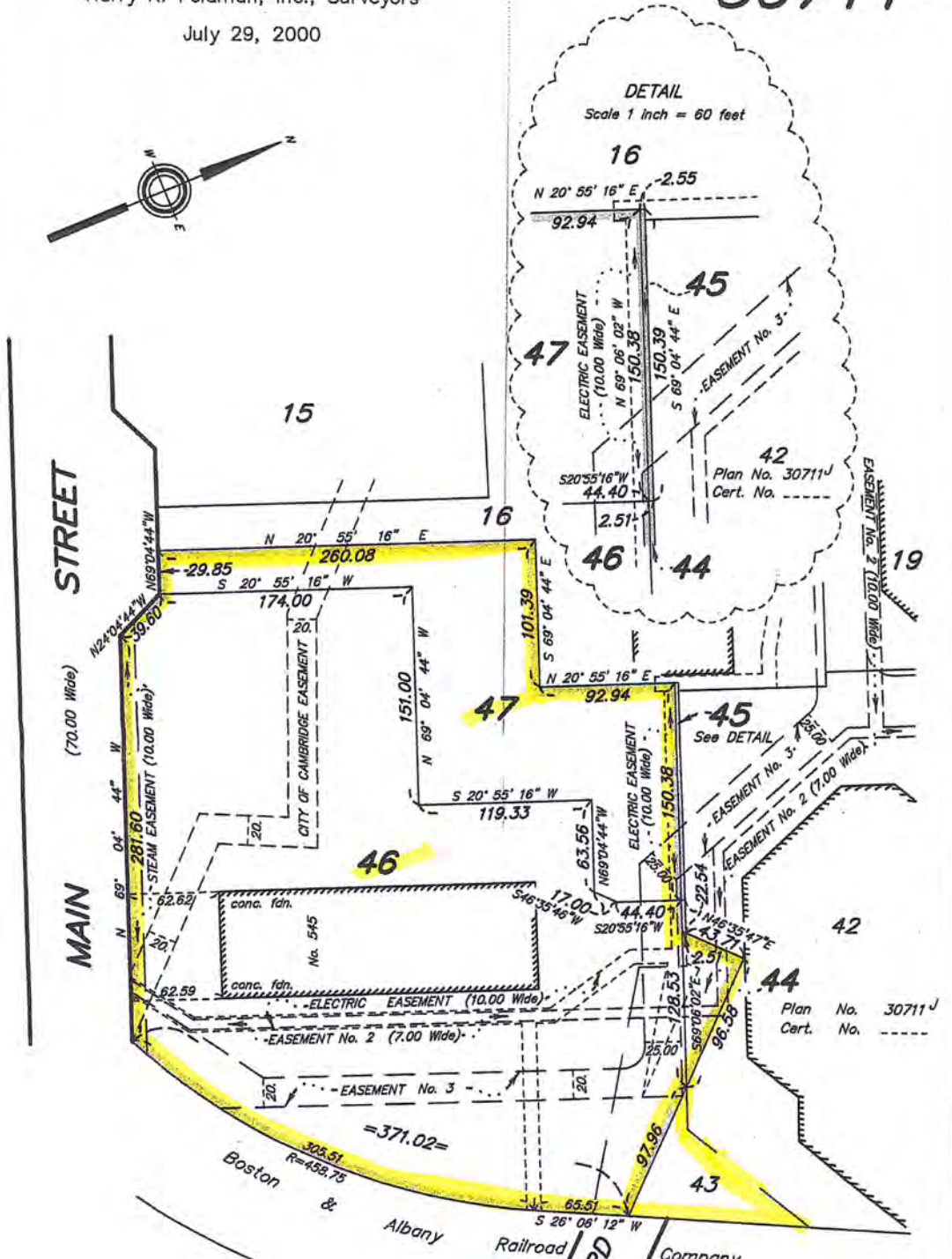
Scale of this plan 80 feet to an inch
 Louis A. Moore, Engineer for Court

SUBDIVISION PLAN OF LAND IN CAMBRIDGE

Harry R. Feldman, Inc., Surveyors

July 29, 2000

30711K



Subdivision of Lot 17 and 18
 Shown on Plan 30711-E
 Filed with Cert. of Title No. 134967
 South Registry District of Middlesex County

Separate certificates of title may be issued for land
 shown hereon as Lots 44, 45, 46 and 47
 By the Court.

Charles Brambley
 Recorder

SEPT. 14, 2000

JAV-04ND

SEP 09 2000
 RECEIVED FOR REGISTRATION
 9 O'CLOCK 15 P.M.

Copy of part of plan
 filed in
LAND REGISTRATION OFFICE
 SEPT. 14, 2000
 Scale of this plan 80 feet to an Inch
 Louis A. Moore, Engineer for Court

PLAN NUMBER 852 (Page 2) of 1970
 RECORDED BOOK 11879 PAGE 393

**PLAN OF
 LAND AND EASEMENTS
 CAMBRIDGE, MASS.
 SCALE 1"=40 FT. JUNE 1970**

RAYMOND C. PRESSEY, INC.
 REGISTERED LAND SURVEYORS
 115 HUNDRIDE ST., LYNN

AREAS

No. 1	9856 S.F.	N. OF HARVARD ST. - E. OF TRACK EASEMENT (INCLUDES TC & SE TRACK EASEMENT)
No. 2	1877 S.F.	IN
No. 3	4665 S.F.	S. OF
No. 4	7839 S.F.	TRACK EASEMENT N. OF HARVARD ST.
No. 5	10953 S.F.	S. IN
No. 6	6930 S.F.	S. OF
No. 7	14023 S.F.	N. OF HARVARD ST. - W. OF TRACK EASEMENT
No. 8	1774 S.F.	S. IN
No. 9	3774 S.F.	S. OF
TOTAL 81,513 S.F.		

TRACK EASEMENT (No. 4 + 5 + 6) 15,864 S.F.

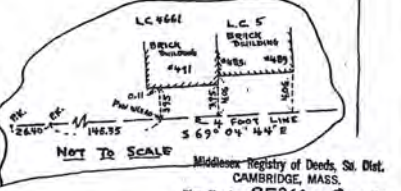
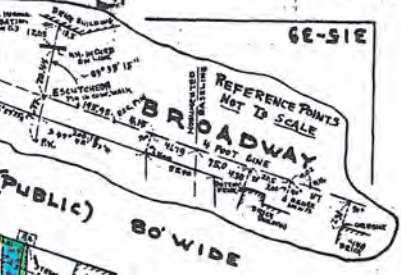
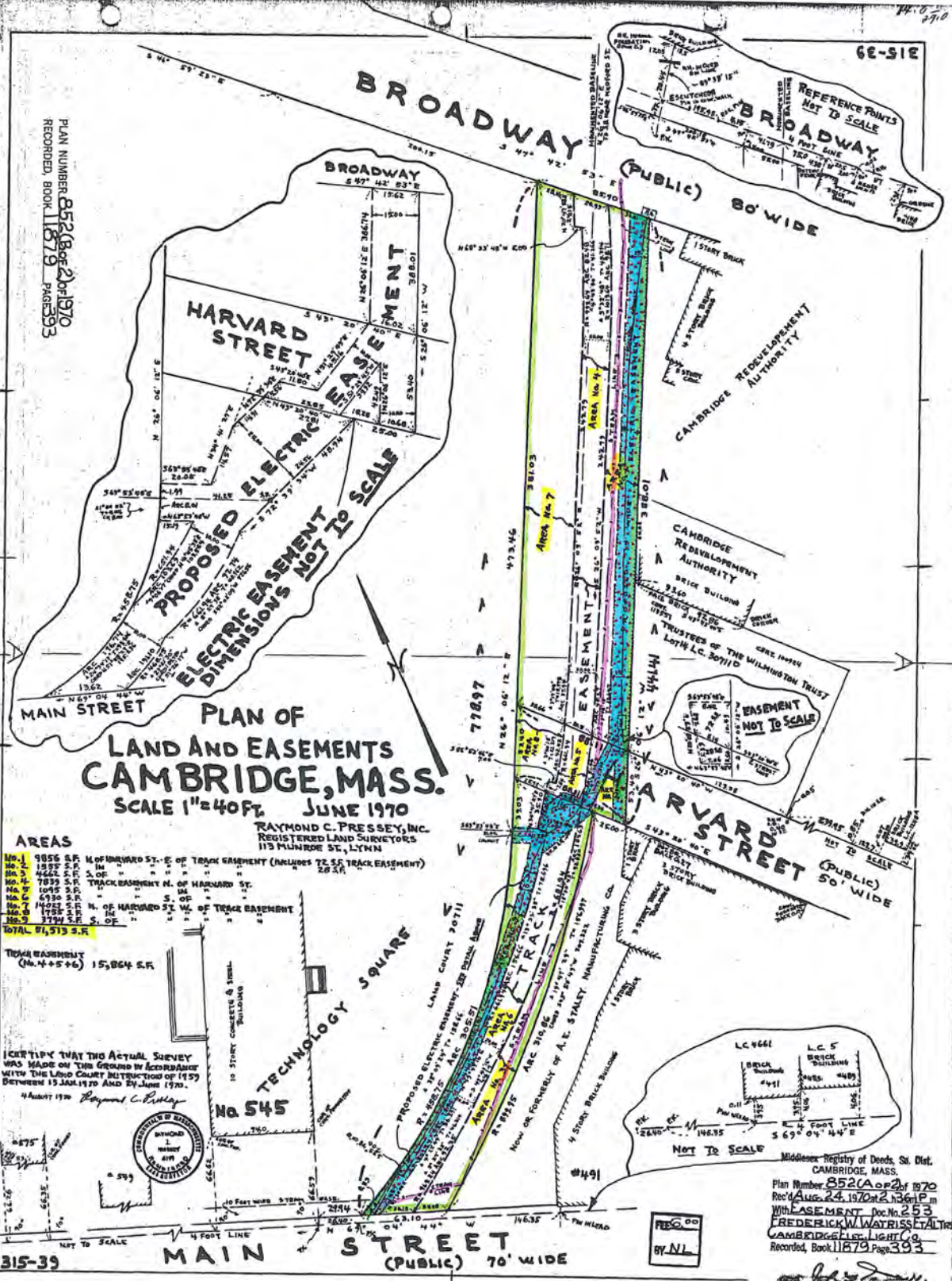
I CERTIFY THAT THE ACTUAL SURVEY WAS MADE ON THE GROUND IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 1970 BETWEEN 13 JAN. 1970 AND 24 JUNE 1970.

4 AUGUST 1970 *Raymond C. Pressey*



315-39

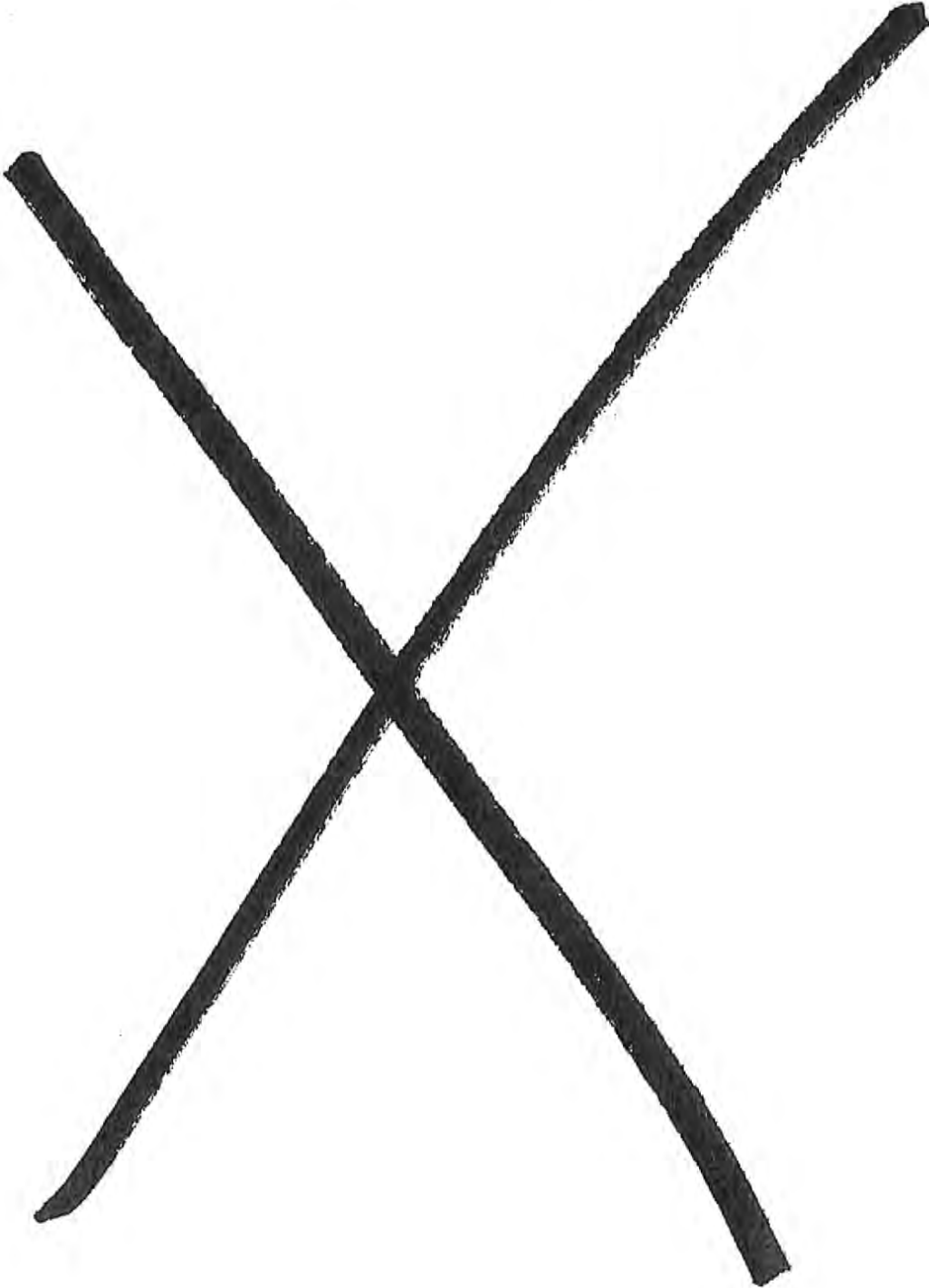
MAIN STREET (PUBLIC) 70' WIDE



Middlesex Registry of Deeds, St. Dist. CAMBRIDGE, MASS.
 Plan Number 852 (Page 2) of 1970
 Rec'd AUG. 24, 1970 at 2:36 P.M.
 With EASEMENT Doc. No. 253
FREDERICK W. WATKINS
 CAMBRIDGE ELECTRIC LIGHT CO.
 Recorded, Book 11879, Page 393

Frederick W. Watkins

EXHIBIT 2
PLAN OF GRANTEE'S PARCEL
[SEE ATTACHED]



AREA OF PROPOSED INNOVATION PARK WITHIN CAMBRIDGE REDEVELOPMENT AUTHORITY LAND = 17,454 S.F. = 0.401 ACRES

STREET
 MAIN (PUBLIC - 70' WIDE)

S 84°25'17" E
 63.10'

N 84°30'26" W
 72.46'

N 84°25'14" W 164.04'

R=50.00'
 L=73.93'

R=50.00'
 L=83.07'

LCC# 5C
 PARCEL VII
 (BOOK 11837 PAGE 649)

R=458.75' L=305.51'
 R=899.95'

EASEMENT AREA OF PROPOSED INNOVATION PARK = 9,846 SQ. FT. = 0.226 ACRES

UNIT #100
 8 STORY CONCRETE
 N/F Technology Square Condominium
 L.C.C. 30711K

REGISTERED UNREGISTERED
 TRACK EASEMENT PLAN NO. 692 (A OF 2) OF 1970

ORDER OF TAKING
 PARCEL I
 (BOOK 14891 PAGE 558)

GALLEO GALLEI WAY
 (PUBLIC - 100' WIDE)

S 10°46'14" W
 282.80'

L=310.85'

N 38°27'15" E
 50.39'

S 10°46'14" W
 190.38'

FORMER LOCATION OF HARVARD STREET

LOT 43
 L.C.C. 30711J

SURRENDERED AREA (TRANSFORMER)



KARL A. McPARTY
 No. 39774
 10-02-2009

EXHIBIT 2
 GALLEO GALLEI WAY
 CAMBRIDGE, MASS.
 FELDMAN

SCALE: 1"=50'
 HARRY R. FELDMAN, INC.
 112 SHAWMUT AVENUE
 BOSTON, MASS. 02118
 WWW.HARRYR.FELDMAN.COM
 AUGUST 12, 2009
 LAND SURVEYORS
 PHONE: (617) 357-9740



JOB NO. 120290 FILE NAME: 120290-EASEMENT-EXHIBITS.dwg

EXHIBIT 2A

LEGAL DESCRIPTION OF GRANTEE'S PARCEL

A certain parcel of land situated in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts bounded and described as follows:

Beginning at a point of tangency which is the intersection of the westerly sideline of Galileo Galilei Way with the northerly sideline of Main Street;

Thence running N84°30'26"W, a distance of 72.46 feet along said sideline of Main Street to a point of non-tangency;

Thence turning and running along a curve to the left having a radius of 899.95 feet, a length of 310.85 feet with a chord bearing of N28°29'28"E and a chord distance of 309.30 feet to a point of non-tangency;

Thence turning and running N38°27'15"E, a distance of 50.39 feet to a point on the westerly sideline of Galileo Galilei Way;

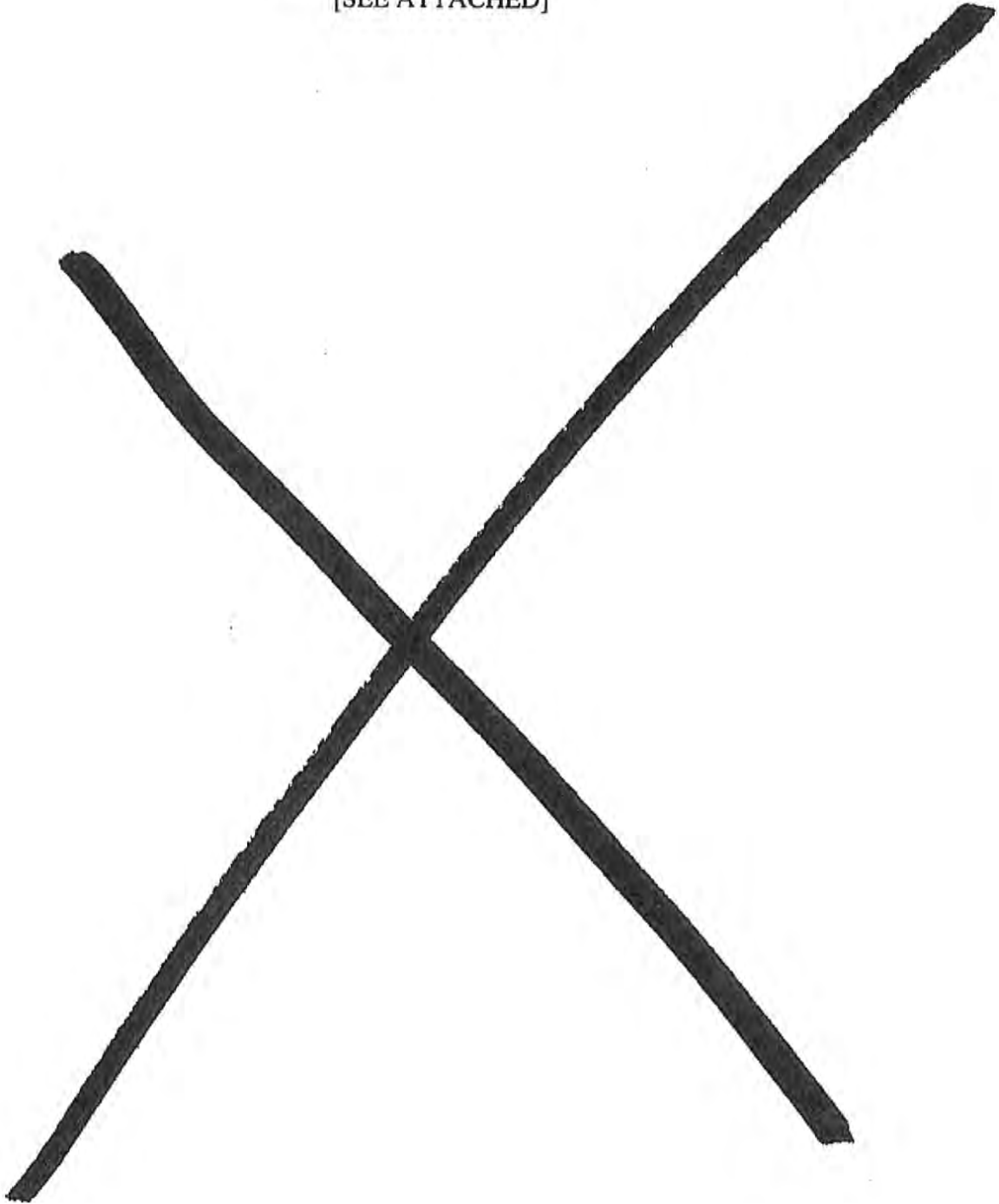
The previous two courses run by land now or formerly of MIT REAL ESTATE, LLC.

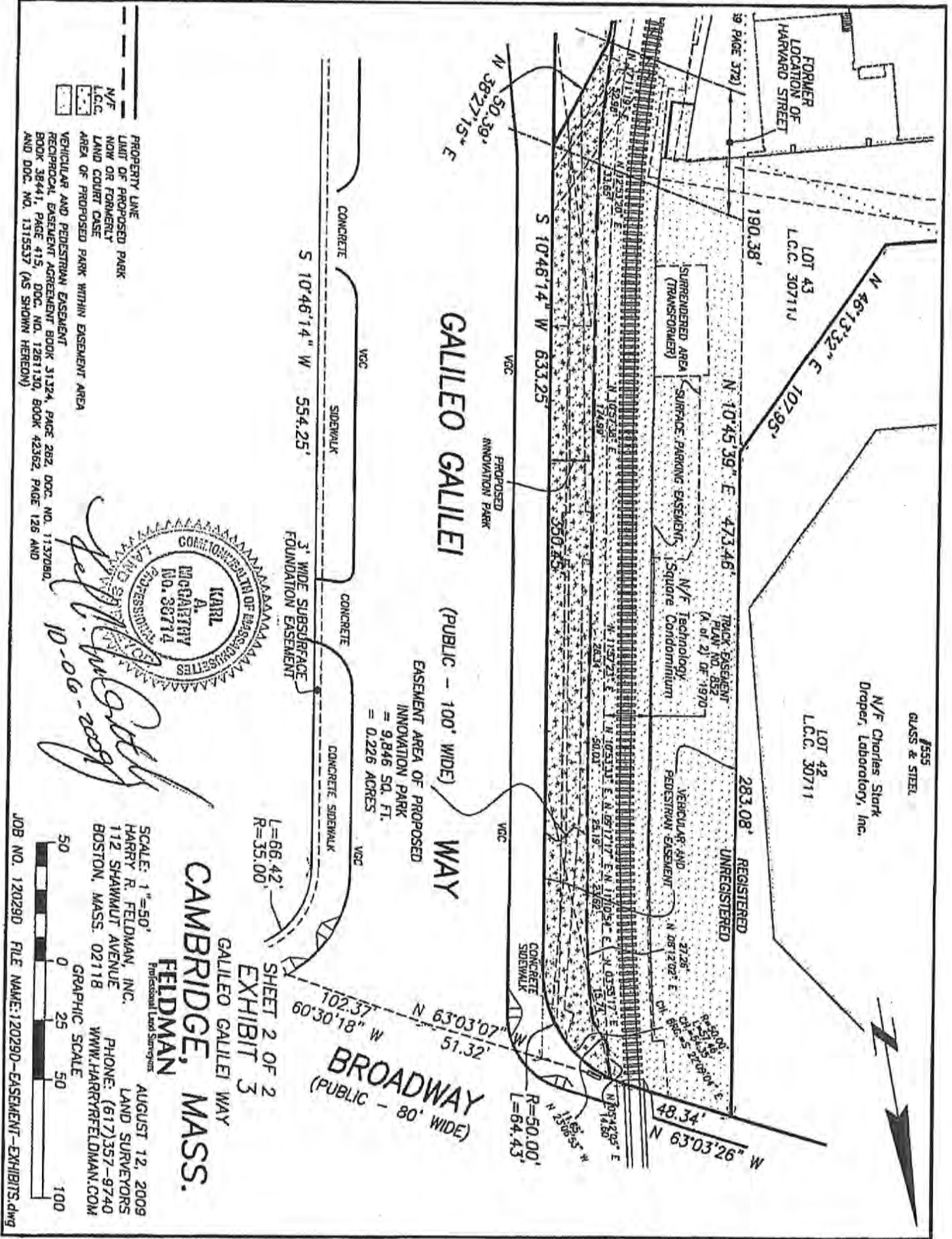
Thence turning and running S10°46'14"W, a distance of 282.80 feet along said sideline to a point of curvature;

Thence turning and running along a curve to the right having a radius of 50.00 feet, a length of 73.93 feet along said sideline to the point of beginning.

Containing an area of 17,454 square feet as shown on a plan titled, "Exhibit 2 Galileo Galilei Way Cambridge, Mass.", dated August 12, 2009 by Harry R. Feldman, Inc. Land Surveyors.

EXHIBIT 3
PLAN OF EASEMENT AREA
[SEE ATTACHED]





PROPERTY LINE
 LIMIT OF PROPOSED PARK
 NOW OR FORMERLY
 LAND COURT CASE
 AREA OF PROPOSED PARK WITHIN EASEMENT AREA
 VEHICULAR AND PEDESTRIAN EASEMENT
 RECIPROCAL EASEMENT AGREEMENT BOOK 31324, PAGE 282, DOC. NO. 1137080,
 BOOK 38441, PAGE 415, DOC. NO. 1261130, BOOK 42362, PAGE 126 AND
 AND DOC. NO. 1315537 (AS SHOWN HEREON)

KARL A. McFARRELL
 No. 30714
 PROFESSIONAL LAND SURVEYOR
 10-06-2009

SCALE: 1"=50'
 HARRY R. FELDMAN, INC.
 112 SHAWMUT AVENUE
 BOSTON, MASS. 02118
 WWW.HARRYFELDMAN.COM
 AUGUST 12, 2009
 LAND SURVEYORS
 PHONE: (617) 357-9740

FELDMAN
 CAMBRIDGE, MASS.
 SHEET 2 OF 2
 EXHIBIT 3
 GALILEO GALILEI WAY

JOB NO. 120290 FILE NAME: 120290-EASEMENT-EXHIBITS.dwg

EXHIBIT 3A

LEGAL DESCRIPTION OF EASEMENT AREA

A certain easement area in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts bounded and described as follows:

Commencing at a point of curvature at the intersection of the southerly sideline of Broadway and the westerly sideline of Galileo Galilei Way;

Thence running along a curve to the right having a radius of 50.00 feet, a length of 6.97 feet along said westerly sideline of Galileo Galilei Way to the point of beginning;

Thence continuing along said sideline along a curve to the right having a radius of 50.00 feet, a length of 57.46 feet with a chord bearing of S22°09'04"E and a chord distance of 54.35 feet to a point of tangency;

Thence running S10°46'14"W, a distance of 350.45 feet along the westerly sideline of said way to a point;

Thence turning and running N38°27'15"E, a distance of 50.39 feet to a point of non- tangency;

Thence turning and running along a curve to the right having a radius of 899.95 feet, a length of 310.85 feet with a chord bearing of S28°29'28"W, and a chord distance of 309.30 feet to a point;

The previous two courses run along land now or formerly of Cambridge Redevelopment Authority.

Thence turning and running N53°02'25"W, a distance of 13.40 feet to a point;

Thence turning and running N35°06'31"E, a distance of 15.84 feet to a point;

Thence turning and running N40°34'31"E, a distance of 12.11 feet to a point;

Thence turning and running N34°49'09"E, a distance of 62.41 feet to a point;

Thence turning and running N31°48'25"E, a distance of 49.39 feet to a point;

Thence turning and running N27°41'17"E, a distance of 55.81 feet to a point;

Thence turning and running N23°59'21"E, a distance of 62.26 feet to a point;

Thence turning and running N17°11'19"E, a distance of 52.98 feet to a point;

Thence turning and running N12°53'20"E, a distance of 33.65 feet to a point;

EXHIBIT 3A

Thence turning and running N10°57'38"E, a distance of 174.99 feet to a point;

Thence turning and running N11°57'23"E, a distance of 26.34 feet to a point;

Thence turning and running N10°53'33"E, a distance of 50.03 feet to a point;

Thence turning and running N09°17'17"E, a distance of 25.19 feet to a point;

Thence turning and running N11°10'54"E, a distance of 23.62 feet to a point;

Thence turning and running N03°55'17"E, a distance of 15.74 feet to a point;

Thence turning and running N23°06'53"W, a distance of 11.65 feet to a point;

Thence turning and running N05°42'05"E, a distance of 14.60 feet to a point of non-tangency on the southerly sideline of Broadway and the point of beginning.

Containing an area of 9,846 square feet as shown on a plan titled, "Exhibit 3 sheets 1 of 2 and 2 of 2 Galileo Galilei Way Cambridge, Mass.", dated August 12, 2009 by Harry R. Feldman, Inc. Land Surveyors.