

134

DEED

CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to the laws of Massachusetts and having its usual place of business in the City of Cambridge, Middlesex County, Massachusetts, in consideration of Two Hundred Thirty-Nine Thousand, Four Hundred Sixty-Six Dollars (\$239,466) paid, grants unto David Barrett, Edward H. Linde, and Mortimer B. Zuckerman, as Trustees of FOUR CAMBRIDGE CENTER TRUST u/d/t dated June 25, 1981 and recorded with the Middlesex South District Registry of Deeds in Book 14355, Page 382, as amended by instrument dated June 25, 1982 and recorded with said Registry of Deeds in Book 14674, Page 36, with a mailing address c/o Boston Properties, 8 Arlington Street, Boston, Massachusetts 02116, with QUITCLAIM COVENANTS, the land in said City of Cambridge, described as follows:

The land shown as Tract No. III on a plan entitled "Subdivision Plan of Land in Cambridge, Mass., Scale 1"=20', October 15, 1981, prepared for City of Cambridge, prepared by Allen & Demurjian, Inc., Engineers and Land Surveyors, Boston, Mass.," which plan is recorded with said Registry of Deeds as Plan No. 1407 of 1981 (the "Subdivision Plan"), and which land is more particularly bounded and described as follows:

Beginning at a point on the southerly line of Broadway Street, said point being S.60°-30'-18"E, Two Hundred Thirty-Seven and 92/100 (237.92) feet from a point of tangency at the intersection of the easterly sideline of Sixth Street with the southerly sideline of Broadway Street: thence

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|-----------------|--------------------------------------------------------------------------------------------------------------------|
| S.05°-30'-53"W. | by Tract No. II as shown on said plan, Twenty-Eight and 19/100 (28.19) feet to a point; thence turning and running |
| S.84°-29'-07"E. | by Tract No. II, Thirteen and 75/100 (13.75) feet to a point; thence turning and running |
| S.05°-30'-53"W. | by Tract No. II, Sixty-Five and 41/100 (65.41) feet to a point; thence turning and running |
| N.84°-29'-07"W. | by Tract No. II, Two Hundred Eighty-Five and 75/100 (285.75) feet; |
| N.05°-30'-53"E. | by Tract No. II, Forty-Seven and 33/100 (47.33) feet to a point; thence turning and running |

- N.84°-29'-07"W. by Tract No. II, Twenty-Five and 38/100 (25.38) feet to a point; thence turning and running
- S.29°-29'-42"W. by Sixth Street, Forty-Two and 94/100 (42.94) feet to a point; thence turning and running
- S.84°-29'-07"E. by Tract No. I, as shown on said plan, Twenty-Five and 65/100 (25.65) feet to a point; thence turning and running
- S.05°-30'-53"W. by Tract No. I, Twenty-Nine and 00/100 (29.00) feet to a point; thence turning and running
- S.84°-29'-07"E. by Tract No. I, Fifty-Seven and 67/100 (57.67) feet to a point; thence turning and running
- S.05°-30'-53"W. by Tract No. I, Forty-Four and 25/100 (44.25) feet to a point; thence turning and running
- S.84°-29'-07"E. by Tract No. I, Six and 00/100 (6.00) feet to a point; thence turning and running
- S.05°-30'-53"W. by Tract No. I, Nine and 00/100 (9.00) feet to a point; thence turning and running
- S.84°-29'-07"E. by Tract No. 1, One Hundred Thirty and 33/100 (130.33) feet to a point; thence turning and running
- S.05°-30'-53"W. by Tract No. I, Thirty and 00/100 (30.00) feet to a point; thence turning running
- S.84°-29'-07"E. by Tract No. IV as shown on said plan, One Hundred Eighty-Two and 36/100 (182.36) feet to a point; thence turning and running
- N.05°-30'-53"E. by Tract No. IV, One Hundred Fifty-Eight and 98/100 (158.98) feet to a point; thence turning and running
- N.60°-30'-18"W. by Broadway Street, Ninety-Five and 40/100 (95.40) feet to a point beginning.

Containing according to said plan 37,300 square feet of land.

Included within Tract III is Lot 2 as shown on Land Court Plan 4356C. Said registered land is a portion of the land described in Certificate of Title No. 132269 which is registered in Registration Book 791, Page 119 of Middlesex South Registry District of the Land Court, *Plan in Book 752 Page 136.*

For title of Cambridge Redevelopment Authority see Order of Taking, dated June 26, 1979, recorded in the Middlesex South District Registry of Deeds at Book 13726, Page 206, and filed with the Middlesex South Registry District of the Land Court as Document No. 586177 and noted on Certificate of Title No. 132269.

Reserving to Grantor, its successors and assigns, a right and easement to use, construct, repair, maintain, replace and restore within the Easement Area (as hereinafter defined) a pedestrian passageway for use by members of the general public. No building, structure or other obstruction of any kind or nature whatsoever shall be placed, constructed or erected within the Easement Area by Grantee, its successors and assigns, without the prior written consent of Grantor, which consent shall not be unreasonably withheld or delayed. Grantor reserves for itself, and its successors and assigns, the right to grant to others by duly recorded instruments the rights and easements reserved hereunder. Such rights and easements may be so granted in whole or in part and as appurtenant to other land or in gross. The Easement Area hereinabove referred to is the parcel of land shown as "Parcel J - Access Easement" on Sheet 1 of 3 of the plan recorded herewith entitled "Easement Plan of Land in Cambridge, Mass., Scale 1" = 20', October 15, 1981, revised July 28, 1982, prepared for City of Cambridge, prepared by Allen & Demurjian, Inc., Engineers and Land Surveyors, Boston, Mass.," and which Easement Area is more particularly bounded and described as follows:

Beginning at the southeasterly-most corner of the granted premises; thence

- N. 84°-29'-07" W. by Tract No. IV as shown on said Easement Plan, One Hundred Eighty-Two and 36/100 (182.36) feet to a point; thence turning and running
- N. 05°-30'-53" E. by Tract No. I as shown on said Easement Plan, Fifteen and 00/100 (15.00) feet to a point; thence turning and running
- S. 84°-29'-07" E. Three and 19/100 (3.19) feet to a point;
- N. 05°-30'-53" E. Fifteen and 00/100 (15.00) feet to a point; thence turning and running
- S. 84°-29'-07" E. One Hundred Seventy and 17/100 (170.17) feet to a point; thence turning and running

- S. 05°-30'-53" W. Three and 83/100 (3.83) feet to a point; thence turning and running
- S. 84°-29'-07" E. Nine and 00/100 (9.0) feet to a point; thence turning and running
- S. 5°-30'-53" W. Twenty-six and 17/100 (26.17) feet to the point of beginning.

Together with the right and easement to pass and repass over and, in a manner and at locations approved by the City of Cambridge (the "City"), to install, use and maintain underground utilities and other services in, such portion of the land outside the granted premises between the boundary line of the granted premises and the line of the adjacent public right-of-way as the Grantor may own from time to time, such right and easement to continue until such time as the City acquires such portion, or part thereof, for purposes of public rights-of-way and, in any event, to be subject to the installation, use and maintenance in such portion of underground utilities and other services and appurtenant surface facilities; provided, however, that the Grantee shall maintain such portion of the land, except for public improvements, in reasonably attractive appearance. If any part of such portion shall not be made part of the public right-of-way within 10 years after the date hereof, the Grantor may convey such part of such portion to the Grantee without the payment by the Grantee of any further consideration, the Grantee shall accept such conveyance and such part of such portion shall from and after such conveyance be considered a part of the granted premises and subject to the agreements and covenants applicable to the granted premises.

The Grantor and Cambridge Center Associates, a Massachusetts partnership ("CCA") entered into a Supplemental Land Disposition Contract, dated December 22, 1981. By an Assignment of and Amendment to Land Disposition Agreement of even date, the aforesaid Supplemental Land Disposition Contract has been amended and CCA's rights thereunder have been assigned to Four Cambridge Center Properties, a Massachusetts limited partnership (the "Redeveloper"). Said Supplemental Land Disposition Contract, as amended (hereinafter the "Land Disposition Contract", a copy of which is on file with the City Clerk of the City of Cambridge), provides, among other things, for the sale by the Grantor, and the purchase by the Grantee, of the granted premises.

The Grantee, for itself and its successors and assigns, hereby covenants and agrees that the Grantee, and such successors and assigns:

- (1) shall devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan for the Kendall Square Urban Renewal Project, dated August 30, 1965 and approved by the City Council of the City of Cambridge on August 30, 1965, as amended by Revised Amendment No. 1 thereof, dated October, 1977 and approved by said Council on October 31,

1977, as such plan exists and applies to the granted premises on the date hereof, it being expressly agreed that no amendment, modification or extension of the Urban Renewal Plan after such date relating to the general conditions, land use provisions and building requirements, applicable to the granted premises shall be applicable to the granted premises (or abutting portions of public streets or public rights of way) without the Grantee's written consent, a copy of which Plan as presently constituted is on file in the office of the City Clerk of the City of Cambridge (hereinafter, and as the same may hereafter be amended, referred to as the "Urban Renewal Plan", it being expressly agreed that no amendment, modification, or extension of the Urban Renewal Plan after such date relating to the general conditions, land use provisions and building requirements, applicable to the granted premises, shall be applicable thereto or to abutting streets or public rights of way without the Grantee's consent);

(2) shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental, or in the employment on, or in the use, occupancy or possession of, the granted premises, or any improvements constructed or to be constructed thereon, or any part thereof;

(3) shall cause all advertising (including signs) for sale and/or rental of the whole or any part of the granted premises to include the legend, "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitution;

(4) shall give preference in the selection of tenants for dwelling units built on the granted premises to families displaced from the Project Area because of clearance and redevelopment activity, who desire to live in such dwelling units and who will be able to pay rents or prices charged other families for similar or comparable dwelling units built as a part of the same redevelopment;

(5) shall at no time cause the acquisition, development, construction, installation, reconstruction, disposal or conveyance by sale or lease, management, or maintenance of any part of the granted premises or of improvements thereon, to or by any person, to be denied, restricted, or abridged, nor his employment thereon, or his use, occupancy, or possession thereof preferred, discriminated against, segregated, or refused because of race, color, religious creed, national origin, sex, age, ancestry, or marital status;

(6) shall comply with the applicable provisions of Massachusetts General Laws, Chapter 151B, as amended, and all other applicable Federal, State and local laws, ordinances, and regulations guaranteeing civil rights, providing for equal opportunities in housing, employment, and education, and prohibiting discrimination or segregation because of race, color, religious

creed, national origin, sex, age (as defined in said Chapter 151B, as amended), ancestry, or marital status;

(7) shall not effect or execute, or permit any contractors, lessees, sub-lessees, or assigns, to effect or execute, any covenant, agreement, contract, lease, conveyance, or other instrument, whereby the disposition of any rights, title, or interests, in whole or in part in the granted premises shall be restricted because of race, color, religious creed, national origin, sex, age (as hereinbefore defined), ancestry, or marital status;

(8) shall not require that its or their consent or the consent of the Redeveloper be obtained for any amendment or modification of the Urban Renewal Plan applicable to any part of the Project Area except the granted premises, other than an increase in the cumulative GFA (as defined in the Urban Renewal Plan) for office uses, hotel/motel uses or non-owner-occupied institutional uses (or other changes having the effect of increasing such permitted uses) except that no such consent shall be required for (and the Grantee and its successors and assigns shall not object to and shall not suffer or permit the Redeveloper and its successors and assigns to object to) any such increase in the cumulative GFA for any such uses (or other change having such effect) at any time subsequent to July 24, 1987.

(9) shall permit representatives of the Grantor, the City of Cambridge and the United States of America access to the granted premises at all reasonable times which any of them deems necessary for the purposes of said Land Disposition Contract, the Cooperation Agreement between the City of Cambridge and the Grantor relating to the Kendall Square Urban Renewal Project or the Contract for Loan and Capital Grant between the United States of America and the Grantor relating to said Project, including, but not limited to, inspection of all work being performed in connection with the construction of the improvements (the "Improvements") to be constructed under the Land Disposition Contract (and shall not charge or collect any compensation in any form for any such access);

(10) shall make, or cause to be made, prompt payment of all money due and legally owing, and not subject to good faith dispute, to all persons, firms and corporations with whom the Grantee, or the Redeveloper, or any lessee of all or substantially all of the granted premises, or the beneficiary of such lessee, shall have directly contracted and who are doing any work, furnishing any materials or supplies or renting any equipment to the Grantee, or the Redeveloper, or such lessee or beneficiary, in connection with the development, construction, furnishing, repair or reconstruction of any of the Improvements required by the Land Disposition Contract;

(11) shall not change the use of any portion of the Improvements without the approval of the Grantor, which shall not be unreasonably withheld;

(12) shall at all times keep the Improvements, or cause the Improvements to be kept, in good and safe condition and repair and, in the occupancy, maintenance and operation of said Improvements and the granted premises, comply with all laws, ordinances, codes and regulations applicable thereto except that this provision shall not be applicable with respect to Improvements the completion of which has been previously certified by the Grantor, either in the case of fire or insured casualty, as to which the provisions of paragraphs (15) to (20) inclusive, shall apply, or in the case of any uninsured casualty (meaning thereby any uninsured event beyond the reasonable control of the Grantee and resulting in damage to the Improvements requiring more than sixty (60) working days to repair substantially), as to which the Grantee's liability under this paragraph (12) shall be limited to its then interest in the Improvements;

(13) after any portion of the Improvements shall have been completed, shall not, without the prior written approval of the Grantor, which approval shall not be unreasonably withheld or delayed, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof, which would not be in accordance with the Urban Renewal Plan or which would result in significant deviations in any of the following: (i) the external appearance of the Improvements (including, without limitation, the open space to be provided on the roof thereof) or the granted premises, (ii) the number of parking spaces provided by the Improvements or (iii) the design, dimensions, materials or finishes of the public lobbies, entrances, arcades or open spaces. In the event the Grantee shall fail to comply with the foregoing requirement, the Grantor may within a reasonable time after its discovery thereof direct in writing that the Grantee so modify, reconstruct or remove such portion or portions of the Improvements as were reconstructed, demolished, subtracted from, added to, extended or otherwise changed without the prior written approval of the Grantor. The Grantee shall promptly comply with such a directive and shall not proceed further with such reconstruction, demolition, subtraction, addition, extension or change until such directive is complied with;

(14) shall pay all reasonable costs and expenses of litigation, including attorneys' fees in reasonable amounts, which may be incurred by the Grantor in any proceedings brought to enforce compliance with the provisions of said Land Disposition Contract to the extent the Grantor prevails; provided, however, that the holder of any permitted mortgage shall not be liable to the Grantor for any costs, expenses, judgments, decrees or damages which shall have accrued against the Grantee, or such successors and assigns, whether or not such holder shall subsequently acquire title to the granted premises;

(15) shall keep, or cause to be kept, all of the insurable Improvements insured by fire and extended coverage insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the use of

similar improvements in the City (which insurance shall, during the period of construction, be in builder's risk completed value form and shall cover any material stored upon the granted premises), in amounts sufficient to comply with the co-insurance clause applicable to the location and character of such Improvements, and, in any event, as to fire and extended coverage insurance (Endorsement No. 4), in amounts not less than eighty (80) per centum of the actual cash value of such Improvements, and shall file certificates of such policies and renewals with the Grantor; it being agreed that all such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts; shall name the Grantor as a party insured; shall have attached thereto a clause making the loss payable to the Grantee, any mortgagee permitted under the Land Disposition Contract, and, subject to the rights of such mortgagee, the Grantor, as their respective interests may appear, except that the Grantor need not be included as a loss payee so long as the proceeds shall be payable to an institutional mortgagee holding a mortgage on the Improvements which shall provide that all insurance proceeds shall be applied, at the election of such institutional mortgagee, either (i) first, to the repair and reconstruction of such Improvements to the satisfaction of such mortgagee, with any balance of the insurance proceeds after the completion of such repair and reconstruction to be applied to the repayment or reduction of the mortgage indebtedness secured by such Improvements, and with any remaining balance to be paid to the Grantee and the Grantor, as their respective interests may appear, or (ii) first, to the repayment of any mortgage indebtedness secured by such Improvements, with any remaining balance of the insurance proceeds to be paid to the Grantee and the Grantor, as their respective interests may appear; and shall provide that any cancellation, change or termination thereof shall not be effective with respect to the Grantor until after at least ten (10) days' prior notice has been given to the Grantor to the effect that such insurance policies are to be cancelled, changed or terminated at a particular time;

(16) shall, in the event the Grantee at any time refuses, neglects or fails to secure and maintain, or cause to be secured and maintained, in full force and effect any or all of the insurance required pursuant hereto, permit the Grantor, at its option, to procure or renew such insurance, and all amounts of money reasonably paid therefor by the Grantor shall be payable by the Grantee to the Grantor, with interest thereon at three (3%) whole percentage points over the so-called going Federal rate as from time to time in effect as specified by the Secretary of the Treasury pursuant to Section 110(g) of the Housing Act of 1949, as amended, or any successor legislation, from the date the same were paid by the Grantor to the date of payment thereof by the Grantee; and the Grantor shall notify the Grantee in writing of the date, purposes, and amounts of any such payments made by it, and of the going Federal rate, and changes therein, when appropriate hereunder;

(17) shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any damage or destruction to any Improvement occurring prior to the expiration of the covenant and agreement set forth in this paragraph (17); shall deposit all proceeds so collected in a separate account of the Grantee, or of any permitted mortgagee, for application to or toward the payment of such reconstruction, restoration or repair, subject to the provisions of paragraph (15) hereof;

(18) shall, subject to the provisions of a mortgage on such Improvements as provided in paragraph (15) hereof held by an institutional mortgagee permitted hereunder, use and expend the insurance proceeds required to be collected for the purpose of fully repairing or reconstructing the Improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction or, as the Grantee may in its sole discretion elect, to the condition in which the Grantee was originally obligated under said Land Disposition Contract to construct such Improvements, to the extent that such insurance proceeds may permit, and the Grantee need not expend any further sum on account of such repair or reconstruction provided that the Grantee shall have maintained insurance thereon as required in accordance with this Deed, and provided further that the damage or destruction shall have occurred after the Improvements so damaged or destroyed have been certified by the Grantor as completed under this Deed. Any excess proceeds shall be retained by the Grantee, subject to the claims of any mortgagee of record holding a mortgage permitted hereunder;

(19) may, with the written approval of the Grantor, which shall not be unreasonably withheld, and of any mortgagee of record permitted hereunder, determine that all or any part of any such damage to or destruction of such Improvements shall not be reconstructed, restored or repaired, and in such event, the proceeds of any claims against insurers arising out of such damage or destruction, to the extent not used for such reconstruction, restoration or repair shall be retained by the Grantee, subject to the rights of any such mortgagee of record permitted hereunder; but the Grantee may, without having to obtain any consent or approval whatsoever from the Grantor, if any such damage or destruction occurs within the last five years prior to the expiration of this covenant, determine that all or any part of such damage or destruction shall not be reconstructed, restored or repaired or shall be reconstructed or repaired to a condition differing from that existing at the time of such damage or destruction but nevertheless in compliance with the Urban Renewal Plan, and, in such event, the proceeds of any claims against insurers arising out of such damage or destruction, to the extent not used for such reconstruction, restoration or repair, shall be retained by the Grantee subject to the claims of any mortgagee or mortgagees of record permitted hereunder;

(20) shall commence to reconstruct, restore or repair any Improvements which have been destroyed or damaged and which the Grantee is obligated to reconstruct, restore or repair in accordance with this Deed, within a period not to exceed six (6) months after such destruction or damage (or, if the conditions then prevailing reasonably require a longer period, such longer period as the Grantee and Grantor may agree in writing), and shall well and diligently and with dispatch prosecute such reconstruction, restoration or repair to completion, such reconstruction, restoration or repair in any event to be completed within twelve (12) months after the start thereof, unless the conditions then prevailing reasonably require a longer period, in which event such reconstruction, restoration or repair need not be completed within such twelve (12) month period but may be completed within such longer period as the Grantee and the Grantor may agree upon in writing; and

The agreements and covenants in said paragraphs (1) to (20), both inclusive, other than paragraph (2), and all rights and obligations under any of said agreements and covenants, shall be in force and effect until August 30, 1995; the agreements and covenants in paragraph (2), and all rights and obligations under said agreements and covenants, shall be in force and effect until the expiration of one hundred (100) years from the date of this Deed; provided, however, that the foregoing provisions shall not abate, or be a ground for abatement of, any action, suit, or other legal proceeding instituted prior to the termination of the agreements and covenants; and provided further, that the Grantee, and its successors and assigns, shall, with respect to any breaches under this Deed occurring after the issuance of the certificate of completion with respect to the completion of all the Improvements in accordance with said Land Disposition Contract, be liable, and any permitted mortgagee shall in any event be liable (subject to the provisions of Section 602 of said Land Disposition Contract), under this Deed only for breaches occurring during its or their respective ownership of an interest in the granted premises, and only with respect to and only for breaches occurring in respect of that portion of the granted premises as to which the Grantee, its successors or assigns, or mortgagee, as the case may be, at the time of the breach holds an interest in such portion of the granted premises.

The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in this Deed shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

In amplification, and not in restriction, of the provisions hereof and of said Land Disposition Contract, it is intended and agreed that the Grantor and its successors and assigns, and the City of Cambridge, shall be deemed beneficiaries of the agreements and covenants of the Grantee provided in the foregoing paragraphs (1) to (20) both inclusive, and the United States of America

shall be deemed a beneficiary of the agreements and covenants provided in paragraphs (2), (3) and (9), both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Grantor, its successors and assigns, the City of Cambridge, or United States of America has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Grantor, its successors and assigns, and the City of Cambridge shall have the right, in the event of any breach of any such agreement or covenant, and the United States of America shall have the right in the event of any breach of the covenants provided in paragraphs (2), (3) or (9), to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

The agreements and covenants provided in the foregoing paragraphs (1) to (20), both inclusive, shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise herein specifically provided, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and any successor in interest to the granted premises, or any part thereof, and the United States of America (in the case of the agreements and covenants provided in paragraphs (2), (3) and (9)), against the Grantee, its successors and assigns and every successor in interest to the granted premises, or any part thereof or any ownership interest therein, and any party in possession or occupancy of the granted premises, or any part thereof.

This conveyance is made subject also to the additional agreements and covenants of the Redeveloper with respect to the granted premises and the terms and conditions set forth in said Land Disposition Contract, which provides, among other things, for the submission of certain construction plans and evidence of financing ability, for the prompt commencement and diligent prosecution to completion of certain improvements, against certain transfers and encumbrances prior to such completion, and for remedies including a right of termination and re-vesting in favor of the Grantor of the title of the granted premises (together with all improvements thereon and rights appurtenant thereto), re-entry and reconveyance in the event of certain defaults, failures, violations or other actions or inactions, all of which agreements, terms and conditions survive the delivery of this

Deed and are binding upon all persons dealing with the granted premises and enforceable by the Grantor, and its successors and assigns, as though said Land Disposition Contract were recorded herewith; and this conveyance is made upon the condition subsequent that in the event of any such default, failure, violation or other action or inaction entitling the Grantor to re-entry upon and reconveyance of the granted premises (together with all improvements thereon) as provided in said Land Disposition Contract, the Grantor at its option, may also prior to the issuance of a certificate of completion as provided for therein declare a termination in favor of the Grantor of the title and of all rights and interest in the granted premises, and that such title and all rights and interest of the Grantee in the granted premises shall thereupon revert to the Grantor; provided, however, that any such reversion of title, re-entry or reconveyance shall always be subject to, and limited by, and shall not defeat, render invalid, or limit in any way any existing building loan agreement, mortgage or lease authorized by said Land Disposition Contract, or any rights or interest provided in said Land Disposition Contract for the protection of the holders of any such authorized agreement, mortgage or lease.

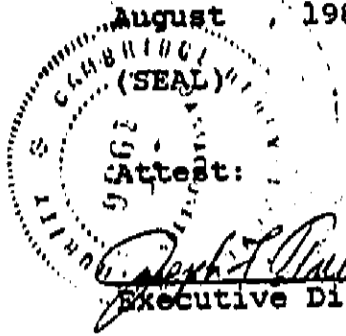
All said additional agreements of the Redeveloper and said terms and conditions contained in said Land Disposition Contract (except as hereinafter excluded) shall terminate with respect to the granted premises upon the completion of the required improvements in accordance with the provisions of said Land Disposition Contract and upon the recording of a certificate of such completion executed by the Grantor; and the recording of such a certificate executed by the Grantor shall be a conclusive determination of such satisfaction and termination of said additional agreements, terms and conditions (but not including said covenants and agreements provided in paragraphs (1) to (20), both inclusive, stated to run with the land).

The respective provisions of this Deed shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Grantee and the public body or bodies succeeding to the interests of the Grantor, and to any subsequent grantees of any portion of the granted premises, except as herein otherwise provided.

Except as hereinafter provided, no trustee of the Grantee and no partner of the Redeveloper shall, other than to the extent of such trustee's interest in the assets of the trust or such partner's interest in the assets of the partnership, as the case may be, be personally liable to the Grantor, or any successor in interest or person claiming through or under the Grantor, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Deed; with the sole exceptions being liability of the Redeveloper for the amounts of the Development Deposit (as defined in the Development Agreement), the amounts of the Deposit under said Land Disposition Contract,

obligations of the Redeveloper for rentals under leases of sites for temporary parking, and any commitment or personal guarantee by Mortimer B. Zuckerman or Edward H. Linde of any agreement to construct structured parking and to reconstruct public improvements, all as provided in said Land Disposition Contract; it being further provided that nothing herein shall affect any non-monetary remedies of the Grantor under said Land Disposition Contract or this Deed.

WITNESS the execution hereof under seal this 6th day of August, 1982.



Joseph L. Sullivan
Executive Director and Secretary

Attest:
Peter Van
AS TO ALL

CAMBRIDGE REDEVELOPMENT
AUTHORITY, Grantor

By Charles C. Nowiszewski
Charles C. Nowiszewski, Chairman

FOUR CAMBRIDGE CENTER TRUST,
Grantee

By _____ (Seal)
David Barrett, as Trustee and
not individually

By Edward H. Linde (Seal)
Edward H. Linde, as Trustee
and not individually

By Mortimer B. Zuckerman (Seal)
Mortimer B. Zuckerman, as
Trustee and not individually

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

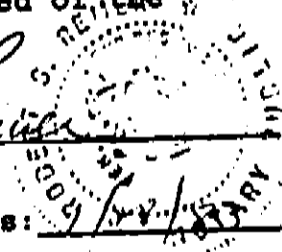
August 6, 1982

Then personally appeared the above named Charles C. Nowiszewski, Chairman of the Cambridge Redevelopment Authority and acknowledged the foregoing instrument to be the free act and deed of the Cambridge Redevelopment Authority, before me.



Robert L. Keenan
Notary Public

My Commission Expires: 12/31/83



141039

COMMONWEALTH OF MASSACHUSETTS
RECORDS & EXCISE

AUG 10 '82
PB. 11004



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