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PARCEL 2 EASEMENT AGREEMENT

(Master Utility and Access Easements)

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SCHEDULES

- A. Description of Parcel 2
- B. Description of Easement Parcels

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THIS AGREEMENT is made as of the 19<sup>th</sup> day of March, 1990, by and among the CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate organized and existing pursuant to Massachusetts law and having its offices at 336 Main Street, Cambridge, Massachusetts 02142 (together with any successor public body or officer hereafter designated by or pursuant to law, the "CRA"), DAVID BARRETT, EDWARD H. LINDE AND MORTIMER B. ZUCKERMAN, not individually, but as they are TRUSTEES OF CAMBRIDGE CENTER NORTH TRUST (the "Trust"), u/d/t dated August 17, 1988 and recorded with the Middlesex South Registry of Deeds in Book 19383, Page 203, and having an address c/o Boston Properties, 8 Arlington Street, Boston, Massachusetts 02116, DAVID BARRETT, EDWARD H. LINDE and MORTIMER B. ZUCKERMAN, not individually, but as they are TRUSTEES OF FOURTEEN CAMBRIDGE CENTER TRUST ("Fourteen CCT") u/d/t dated February 4, 1982 and recorded with said Deeds in Book 14707, Page 96, and having an office c/o Boston Properties, 8 Arlington Street, Boston, Massachusetts 02116, and DAVID BARRETT, EDWARD H. LINDE and MORTIMER B. ZUCKERMAN, not individually, but as they are TRUSTEES OF ELEVEN CAMBRIDGE CENTER TRUST ("Eleven CCT"), u/d/t dated April 15, 1983 and recorded with said Deeds in Book 15014, Page 396, also having an office c/o Boston Properties, 8 Arlington Street, Boston, Massachusetts 02116.

**W I T N E S S E T H**

The following are facts forming the background for the execution of this Agreement:

A. As of the date hereof there has been prepared and approved by the CRA an urban renewal plan dated August 30, 1965 for the "Kendall Square Urban Renewal Project," as amended by Revised Amendment No. 1, dated October, 1977, and as further amended by Amendment No. 2, dated May 19, 1981 (which plan, as so amended, and as from time to time hereafter amended pursuant to law, is hereinafter referred to as the "Urban Renewal Plan") for an area in Cambridge, Massachusetts, including (among other property): (i) the land owned by the CRA described in Schedule A hereto, and shown as "Parcel A," "Parcel B," "Tract III" and "Tract IV" (such land being collectively called the "Remainder of Parcel 2") on a plan (the "Easement Plan") entitled "Master Easement Plan in Cambridge, MA prepared for Boston Properties," sheets 1 through 12, prepared by Allen, Demurjian, Major & Nitsch, Inc., and dated November 7, 1988, and finally revised April 5, 1989, which Easement Plan is to be recorded with said Deeds herewith; (ii) the land described in Schedule A hereto and shown on the Easement Plan as Tract II ("Tract II"); and (iii) the land described in Schedule A hereto and shown on the Easement Plan as Tract I ("Tract I").

B. The CRA heretofore has conveyed fee title in and to (x) Tract I to Fourteen CCT and (y) Tract II to Eleven CCT. Fourteen CCT and Eleven CCT have heretofore constructed buildings on Tract I and Tract II, respectively, which buildings are known as and numbered Fourteen Cambridge Center and Eleven Cambridge

Center, respectively. For the purposes of this Agreement, the Remainder of Parcel 2, together with Tract I and Tract II, shall be referred to collectively as "Parcel 2."

C. Concurrently herewith, the CRA and Ten Cambridge Center Associates Limited Partnership, a Massachusetts limited partnership ("Ten CCA"), have executed a certain Supplemental Land Disposition Contract (the "Ten SLDC"), providing for the conveyance by the CRA of fee title in and to Tract III shown on the Easement Plan to David Barrett, Edward H. Linde and Mortimer B. Zuckerman, as Trustees of Ten Cambridge Center Trust, u/d/t dated March 9, 1988 and recorded with said Deeds in Book 18921, Page 233 ("Ten CCT"), so that, in accordance with the Urban Renewal Plan and the Ten SLDC, Ten CCA may redevelop Tract III.

D. Concurrently herewith, the CRA and Cambridge Center North Associates Limited Partnership, a Massachusetts limited partnership ("CCNA"), have executed a certain Supplemental Land Disposition Contract (the "Garage SLDC"), providing for the conveyance by the CRA of fee title in and to Tract IV shown on the Easement Plan to the Trust, so that, in accordance with the Urban Renewal Plan and the Garage SLDC, CCNA may redevelop Tract IV.

E. It is contemplated by the Urban Renewal Plan that the Remainder of Parcel 2 will in the future be conveyed by the CRA to one or more entities (including, with respect to Tract III, Ten CCT and, with respect to Tract IV, the Trust) to be redeveloped in accordance with the Urban Renewal Plan. Furthermore, it is possible that each of Parcel A and Parcel B, as currently shown as the Easement Plan, may in the future be subdivided into two or

more smaller parcels, which subdivided parcels may be developed individually or combined with other parcels of land within Parcel 2. For purposes of this Agreement, each parcel of land (including without limitation Tract I, Tract II, Tract III and Tract IV) within Parcel 2 on which an independent redevelopment project (i.e., one which is undertaken on an individual tract pursuant to a separate Supplemental Land Disposition Contract independently from any other redevelopment project within Parcel 2) is undertaken shall be referred to as an "Individual Development Parcel," and each entity (including without limitation Ten CCT and the Trust, in its capacity as fee owner of Tract IV, but specifically excluding the CRA) to which an Individual Development Parcel may in the future be conveyed shall be referred to as a "Future Fee Owner."

F. To enable (i) the CRA to achieve the objectives of the Urban Renewal Plan, (ii) Ten CCA to redevelop Tract III upon acquisition by Ten CCT of fee title pursuant to the Ten SLDC, (iii) CCNA to redevelop Tract IV upon acquisition by the Trust of fee title pursuant to the Garage SLDC, and (iv) Future Fee Owners of Individual Development Parcels within Parcel A and Parcel B to develop such Individual Development Parcels; and in order to provide certain services, amenities and benefits to the fee owners from time to time of Tract I and Tract II, the CRA, Eleven CCT and Fourteen CCT are willing to grant to the Trust certain easements across various portions of Parcel 2.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, each to the other paid, the receipt and sufficiency of which are hereby mutually acknowledged, the CRA, Eleven CCT, Fourteen CCT and the Trust hereby agree as follows:

I. EASEMENTS - GENERAL

1. The easements granted herein (collectively, the "Easements") are shown on the Easement Plan. The Easement Plan shows separate parcels across which easements are to be granted (each, an "Easement Parcel"). The Easement Parcels are more particularly described in Schedule B hereto and are listed on the Easement Plan.

2. The nature and duration of the easements and rights granted herein shall, unless sooner terminated or modified as hereinafter provided, be perpetual, having been created and granted hereby as appurtenant to the Individual Development Parcel(s) from time to time existing within Parcel 2 (to the extent hereinafter specified), for the benefit of the CRA (for so long as it holds title to any portion of the Remainder of Parcel 2) and of the fee owners from time to time of such Individual Development Parcels, and those claiming by, through or under such fee owners. Further, any of the easements and rights created hereby may be terminated or altered at any time by the agreement of all of the then fee owners and mortgagees of the Individual Development Parcel(s) to which such easements and rights are then appurtenant, such termination or alteration to be evidenced by the execution and recordation of an appropriate instrument.



3. The several Easements hereinafter described are granted for the purpose of providing the following services and facilities to the parcel(s) of land to which the same are listed as being appurtenant:

1) Gas; 2) Telephone Service (including without limitation cable television and other facilities for the transmission and reception of voice, data and other forms of communication); 3) Sanitary Sewer; 4) Stormwater Drainage; 5) Water Service; 6) Electrical Service; 7) Streetlights and electrical service thereto; 8) Vehicular Access and Egress; and 9) Pedestrian Access and Egress.

4. Notwithstanding that the Easements herein granted are for the benefit of the parties referred to in paragraph 2 above, such benefit is limited to the right (x) in common with others entitled thereto, to connect to and have their respective Individual Development Parcels (and the buildings and improvements from time to time located thereon) served by the various utilities from time to time occupying the various Easement Parcels, and (y) to use in common with others entitled thereto the Pedestrian and Vehicular Easements hereafter provided.

## II. GRANT OF EASEMENTS

### 1. Gas Easements.

(a) The CRA hereby grants to the Trust and to the Future Fee Owners of the Individual Development Parcels from time to time comprising or existing within the following parcels of land (each, a "Benefitted Parcel"), and all those claiming by, through or under them, the co-exclusive right and easement to use the

following Easement Parcels shown on Sheet 2 of the Easement Plan for the purpose of providing gas service to such Individual Development Parcels:

<u>Benefitted Parcel</u>	<u>Easement Parcel(s)</u>
Parcel A	B-1, B-2, B-3, G-3, F-1, B-8, B-9, B-10, B-11, A-11 and E-9
Tract III	B-1, B-2, B-3, G-3, F-1, B-8, B-9, B-10, B-11, A-9, E-7 and F-2
Parcel B	B-1, B-2, B-3, A-1, E-1, A-3 and E-3

(collectively, the "CRA Gas Easement").

(b) Eleven CCT hereby grants to the Trust and to the Future Fee Owners of the Individual Development Parcels from time to time comprising or existing within the following parcels of land (each, a "Benefitted Parcel"), and those claiming by, through or under them, the co-exclusive right and easement to use the following Easement Parcels shown on Sheet 2 of the Easement Plan for the purpose of providing gas service to such Benefitted Parcels:

<u>Benefitted Parcel</u>	<u>Easement Parcel(s)</u>
Parcel A	B-4 and G-4
Tract III	B-4 and G-4

(collectively, the "Eleven CCT Gas Easement").

(c) The CRA Gas Easement and the Eleven CCT Gas Easement are herein collectively referred to as the "Gas Easement."

2. Telephone Easements.

The CRA hereby grants to the Trust, to Fourteen CCT and to the Future Fee Owners of the Individual Development Parcels from time to time comprising or existing within the following parcels of land (each, a "Benefitted Parcel"), and those claiming by, through or under them, the co-exclusive right and easement to use the following Easement Parcels shown on Sheet 3 of the Easement Plan for the purpose of providing telephone service and facilities for cable television and other means of transmission and reception of voice, data and other forms of communication to such Benefitted Parcels:

<u>Benefitted Parcel</u>	<u>Easement Parcel(s)</u>
Tract I	B-15
Tract III	E-5 and E-6
Parcel A	E-5, E-7, E-8 and E-9
Tract IV	E-5, E-6, A-7, B-10 and E-4

(collectively, the "Telephone Easement").

3. Sanitary Sewer.

(a) The CRA hereby grants to the Trust and to the Future Fee Owners of the Individual Development Parcels from time to time comprising or existing within the following parcels of land (each, a "Benefitted Parcel"), and those claiming by, through or under them, the co-exclusive right and easement to use the following Easement Parcels shown on Sheet 4 of the Easement Plan for the purpose of providing sanitary sewer service to such Benefitted Parcels:

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<u>Benefitted Parcel</u>	<u>Easement Parcel(s)</u>
Tract III	B-7, B-8, B-9, A-6 and E-5
Parcel B	B-3, A-3 and E-3
Parcel A	B-7, B-8, B-9, B-10, B-11, A-11 and E-9
Tract IV	B-7, B-8, B-9, B-10, B-11, G-9, B-3 and G-3

(collectively, the "CRA Sewer Easement").

(b) Eleven CCT hereby grants to the Trust and to the Future Fee Owners of the Individual Development Parcels from time to time comprising or existing within the following parcels of land (each, a "Benefitted Parcel"), and those claiming by, through or under them, the co-exclusive right and easement to use the following Easement Parcels shown on Sheet 4 of the Easement Plan for the purpose of providing sanitary sewer service to such Benefitted Parcels:

<u>Benefitted Parcel</u>	<u>Easement Parcel(s)</u>
Tract IV	B-5 and B-4
Parcel B	B-5 and B-4

(collectively, the "Eleven CCT Sewer Easement").

(c) The CRA Sewer Easement and the Eleven CCT Sewer Easement are herein collectively referred to as the "Sewer Easement."

#### 4. Stormwater Drainage.

(a) The CRA hereby grants to the Trust, to Eleven CCT, to Fourteen CCT and to the Future Fee Owners of the Individual Development Parcels from time to time comprising or existing within the following parcels of land (each, a "Benefitted

Parcel"), and all those claiming by, through or under them, the co-exclusive right and easement to use the following Easement Parcels shown on Sheet 5 of the Easement Plan for the purpose of providing drainage of stormwater runoff from such Benefitted Parcels:

<u>Benefitted Parcel</u>	<u>Easement Parcel(s)</u>
Tract I, Tract II, Tract III, Tract IV, Parcel A and Parcel B	B-3, A-3, E-3, G-3, B-7, B-8, B-9, B-10, B-11, A-11, E-9, G-9 and C-3

(collectively, the "CRA Drainage Easement").

(b) Eleven CCT hereby grants to the Trust, to Fourteen CCT and to the Future Fee Owners of the Individual Development Parcels from time to time comprising or existing within the following parcels of land (each, a "Benefitted Parcel"), and all those claiming by, through or under them, the co-exclusive right and easement to use the following Easement Parcels shown on Sheet 5 of the Easement Plan for the purpose of providing drainage of stormwater runoff from such Benefitted Parcels:

<u>Benefitted Parcel</u>	<u>Easement Parcel(s)</u>
Tract I	A-5, B-4, B-5 and G-6
Tract III	A-5, B-4, B-5 and G-6
Tract IV	A-5, B-4, B-5 and G-6
Parcel A	A-5, B-4, B-5 and G-6
Parcel B	A-5, B-4, B-5 and G-6

(collectively, the "Eleven CCT Drainage Easement").

(c) Fourteen CCT hereby grants to the Trust, to Eleven CCT and to the Future Fee Owners of the Individual Development Parcels from time to time comprising or existing within the following parcels of land (each, a "Benefitted Parcel"), and all those claiming by, through or under them, the co-exclusive right and easement to use the following Easement Parcels shown on Sheet 5 of the Easement Plan for the purpose of providing drainage of stormwater runoff from such Benefitted Parcels:

<u>Benefitted Parcel</u>	<u>Easement Parcel(s)</u>
Tract II	C-4, B-13, B-14 and A-13
Tract III	C-4, B-13, B-14 and A-13
Tract IV	C-4, B-13, B-14 and A-13
Parcel A	C-4, B-13, B-14 and A-13
Parcel B	C-4, B-13, B-14 and A-13

(collectively, the "Fourteen CCT Drainage Easement").

(d) The CRA Drainage Easement, the Eleven CCT Drainage Easement and the Fourteen CCT Drainage Easement are herein collectively referred to as the "Drainage Easement."

5. Water Service.

The CRA hereby grants to the Trust and to the Future Fee Owners of the Individual Development Parcels from time to time comprising or existing within the following parcels of land (each, a "Benefitted Parcel"), and all those claiming by, through or under them, the co-exclusive right and easement to use the

following Easement Parcels shown on Sheet 6 of the Easement Plan for the purpose of providing water service to such Benefitted Parcels:

<u>Benefitted Parcel</u>	<u>Easement Parcel(s)</u>
Tract III	B-7, B-8, A-6 and E-5
Tract IV	B-7, B-8, B-9, B-10, B-11 and G-9
Parcel A	B-7, B-8, B-9, B-10, B-11, A-11 and E-9

(collectively, the "Water Service Easement").

6. Electrical Service.

(a) The CRA hereby grants to the Trust and to the Future Fee Owners of the Individual Development Parcels from time to time comprising or existing within the following parcels of land (each, a "Benefitted Parcel"), and all those claiming by, through or under them, the co-exclusive right and easement to use the following Easement Parcels shown on Sheet 7 of the Easement Plan for the purpose of providing electrical service to such Benefitted Parcels:

<u>Benefitted Parcel</u>	<u>Easement Parcel(s)</u>
Parcel A	E-5, A-6, A-7, A-8, A-9, A-10, A-11, E-7, E-8 and E-9
Tract III	E-5 and E-6
Tract IV	E-5, E-6, A-7, B-10 and E-4

(collectively, the "Electric Easement").

(b) (i) In addition to the rights granted to the Trust in paragraph (a) hereof, the Trust and Ten CCT hereby agree as follows with respect to the supplying of electricity to Tract IV. Pursuant to the Ten SLDC, Ten CCT will erect on Tract III an office building. Pursuant to the Garage SLDC, the Trust will erect on Tract IV a parking garage (the "Garage"), which is expected to have a capacity not exceeding 1,170 spaces. Ten CCT and the Trust have agreed, and hereby agree, that, as part of its office building development, Ten CCT will purchase and install on Tract III an electrical transformer of sufficient size and capacity to furnish such electrical power to the Garage as may from time to time be reasonably required for the proper operation and maintenance of the Garage. Therefore, Ten CCT hereby grants to the Trust, and all those claiming by, through or under it, effective upon Ten CCT's acquisition of fee title in and to Tract III and the Trust's acquisition of fee title in and to Tract IV, the right and easement, in common with Ten CCT, to use the following Easement Parcels for the purpose of conveying electrical power from such transformer to Tract IV for the benefit of the Garage (and any replacement thereof): E-5, E-6 and A-7.

(ii) Ten CCT shall furnish and install such transformer and shall, when requested by the Trust, arrange for the installation of all cables, wires, lines, conduits and the like as may be necessary to convey electrical power from such transformer to the Garage. Unless otherwise agreed by Ten CCT and the Trust, Ten CCT



shall be responsible for eighty percent (80%) of the cost of furnishing and installing such transformer and such cables, wires, lines, conduits and the like, and the Trust shall be responsible for twenty percent (20%) of such cost. Ten CCT shall at all times be solely responsible for the proper maintenance, care and, as and when necessary, replacement of such transformer. From and after Ten CCT's acquisition of fee title to Tract III and the installation of such transformer and all such cables, wires, lines and conduits (collectively, the "Transformer Equipment"), the Trust and Ten CCT shall each contribute to the cost of routine care and maintenance of the Transformer Equipment. Unless and until otherwise agreed by the Trust and Ten CCT, the Trust shall be responsible for twenty percent (20%) of such cost and Ten CCT shall be responsible for eighty percent (80%) of such cost. In the event that any or all of the Transformer Equipment is in need of replacement, then Ten CCT shall replace the same, and, unless and until otherwise agreed by the Trust and Ten CCT, the Trust shall be responsible for twenty percent (20%) of the cost of such replacement and Ten CCT shall be responsible for eighty percent (80%) thereof. Any amounts owed by the Trust to Ten CCT pursuant to this paragraph (b) shall be due and payable within fifteen (15) days after receipt of or statement issued by Ten CCT. Ten CCT shall render such statements periodically, but not less frequently than annually.

(iii) In the event that Ten CCT shall at any time fail to perform its maintenance and replacement obligations with respect to the Transformer Equipment, then the Trust may give written

notice of such failure, which notice shall specify in reasonable detail the nature of such failure. Any such notice shall also be given to the holder of any first mortgage of record encumbering Tract III. If within thirty (30) days (or such shorter period as may be reasonable in the event of an emergency) after the giving of such notice, Ten CCT (or the holder of such mortgage) has not commenced (and continued with diligence) to perform such obligations, then the Trust may perform such obligations and Ten CCT shall reimburse the Trust for its proportionate share of the cost thereof, and Ten CCT hereby grants to the Trust the right and easement to enter the office building to be constructed by Ten CCT (or any other improvements now or hereafter located on Tract III) for the sole purpose of (and only to the extent necessary for) gaining access to such transformer and performing such obligations.

7. Electric Streetlight Easements.

(a) The CRA hereby grants to the Trust and to the Future Fee Owners of the Individual Development Parcels from time to time comprising or existing within the following parcels of land (each, a "Benefitted Parcel"), and those claiming by, through or under them, the co-exclusive right and easement to use the following Easement Parcels shown on Sheet 8 of the Easement Plan for the purpose of providing electrical service from each such Benefitted Parcel to individual driveway light fixtures to be located adjacent to that portion of the Vehicular Easement (as hereinafter defined) directly opposite such Benefitted Parcel:

<u>Benefitted Parcel</u>	<u>Easement Parcel(s)</u>
Tract III	B-9, B-10, B-11, G-8, E-4 and G-9
Parcel A	B-11, B-12, G-9 and G-10
Parcel B	B-1, B-2, B-3, G-1, G-2 and G-3

(collectively, the "CRA Electric Streetlight Easement").

(b) The CRA hereby grants to the Trust and to Eleven CCT, and those claiming by, through or under them, the co-exclusive right and easement to use the following Easement Parcels shown on Sheet 8 of the Easement Plan for the purpose of providing electrical service from each Individual Development Parcel from time to time comprising or existing within Tract II to individual driveway light fixtures to be located adjacent to that portion of the Vehicular Easement directly opposite such Individual Development Parcel(s): D-3, D-1, D-2, F-1 and G-3 (collectively, the "CRA/Tract II Electric Streetlight Easement").

(c) The CRA hereby grants to the Trust and to Fourteen CCT, and those claiming by, through or under them, the co-exclusive right and easement to use the following Easement Parcels shown on Sheet 8 of the Easement Plan for the purpose of providing electrical service from each Individual Development Parcel from time to time comprising or existing within Tract I to individual driveway light fixtures to be located adjacent to that portion of the Vehicular Easement directly opposite such Individual Development Parcels: G-10, G-11 and B-15 (collectively, the "CRA/Tract I Electric Streetlight Easement"). The CRA Electric Streetlight

Easement, the CRA/Tract II Electric Streetlight Easement and the CRA/Tract I Electric Streetlight Easement are collectively referred to as the "Electric Streetlight Easement."

8. Vehicular Access and Egress.

(a) The CRA hereby grants to the Trust, to Eleven CCT, to Fourteen CCT and to the Future Fee Owners of the Individual Development Parcels from time to time existing within Parcel 2, and those claiming by, through or under them, the co-exclusive right and easement to use the following Easement Parcels shown on Sheet 9 of the Easement Plan for the purpose of providing:

(x) vehicular access, in a northerly direction, from Broadway to such Individual Development Parcels, and vehicular egress, also in a northerly direction, from such Individual Development Parcels to Binney Street: B-1, B-2, B-3, B-6 and G-3 (collectively, the "CRA North Access Easement"); and (y) vehicular access, in a southerly direction from Binney Street to such Individual Development Parcels, and vehicular egress, also in a southerly direction, from such Individual Development Parcels to Broadway: B-7, B-8, B-9, B-10, B-11, B-12, B-15, G-9 and G-11 (collectively, the "CRA South Access Easement").

(b) Eleven CCT hereby grants to the Trust, to Fourteen CCT and to the Future Fee Owners of the Individual Development Parcels from time to time existing within Parcel 2, and those claiming by, through or under them, the co-exclusive right and easement (in common with Eleven CCT) to use the following Easement Parcels shown on Sheet 9 of the Easement Plan for the purpose of providing vehicular access, in a northerly direction, from

Broadway to such Individual Development Parcels, and vehicular egress, also in a northerly direction, from such Individual Development Parcels to Binney Street: B-4 and B-5 (collectively, the "Eleven CCT Access Easement").

(c) Fourteen CCT hereby grants to the Trust, to Eleven CCT and to the Future Fee Owners of the Individual Development Parcels from time to time existing within Parcel 2, and those claiming by, through or under them, the co-exclusive right and easement (in common with Fourteen CCT) to use the following Easement Parcels shown on Sheet 9 of the Easement Plan for the purpose of providing vehicular access, in a southerly direction, from Binney Street to such Individual Development Parcels, and vehicular egress, also in a southerly direction, from such Individual Development Parcels to Broadway: B-13 and B-14 (collectively, the "Fourteen CCT Access Easement").

(d) The CRA North Access Easement, the CRA South Access Easement, the Eleven CCT Access Easement and the Fourteen CCT Access Easement are herein collectively referred to as the "Vehicular Easement."

9. **Pedestrian Passage.**

(a) The CRA hereby grants to the Trust, Eleven CCT, Fourteen CCT and to the Future Fee Owners and all those claiming by, through or under them, the right and easement to use the following Easement Parcels shown on Sheet 10 of the Easement Plan for the purpose of affording to their respective tenants, lessees, invitees, employees and designees (but not the general public) the ability to pass on foot from Binney Street and Broadway to

Individual Development Parcels from time to time existing within Parcel 2, and from Individual Development Parcels from time to time existing within Parcel 2 to Binney Street and Broadway:

A-1, A-2, A-3, A-6, A-7, A-8, A-9, A-10, A-11 and A-12 (the "CRA Pedestrian Easement").

(b) Eleven CCT hereby grants to the Trust, Fourteen CCT and to the Future Fee Owners and all those claiming by, through or under them, the right and easement to use the following Easement Parcels shown on Sheet 10 of the Easement Plan for the purpose of affording to their respective tenants, lessees, invitees, employees and designees (but not the general public) the ability to pass on foot from Binney Street and Broadway to Individual Development Parcels from time to time existing within Parcel 2, and from Individual Development Parcels from time to time existing within Parcel 2 to Binney Street and Broadway:

A-4 and A-5 (the "Eleven CCT Pedestrian Easement").

(c) Fourteen CCT hereby grants to the Trust, Eleven CCT and to the Future Fee Owners and all those claiming by, through or under them, the co-exclusive right and easement to use the following Easement Parcels shown on Sheet 10 of the Easement Plan for the purpose of affording to their respective tenants, lessees, invitees, employees, and designees (but not the general public) the ability to pass on foot from Binney Street and Broadway to Individual Development Parcels from time to time existing within Parcel 2, and from Individual Development Parcels from time to time existing within Parcel 2 to Binney Street and Broadway:

A-13 and A-14 (the "Fourteen CCT Pedestrian Easement").

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(d) The CRA Pedestrian Easement, the Eleven CCT Pedestrian Easement and the Fourteen CCT Pedestrian Easement are herein collectively referred to as the "Pedestrian Easement."

(e) In addition to the Pedestrian Easement, as defined above, the CRA, Eleven CCT and Fourteen CCT, together being the fee owners of all of the Easement Parcels within the Vehicular Easement, hereby grant to each other, to the Trust and to the Future Fee Owners, and all those claiming by, through or under any of them, the right and easement to use the Vehicular Easement for the purpose of affording their respective tenants, lessees, invitees, employees and designees (but not the general public) the ability to pass on foot between the Pedestrian Easement and the various Individual Development Parcels from time to time existing within Parcel 2.

10. Open Space Easements.

(a) The CRA hereby grants to the Trust and all those claiming by, through or under it the right and easement to use:

(i) so much of that area (the "South Park Easement Parcel") shown on Sheet 11 of the Easement Plan as "Open Space Easement" and containing 13,970 square feet or 0.32 acres, as lies within the bounds of Tract III or Tract IV (the "CRA South Park Easement");

and (ii) that area (the "North Park Easement Parcel") shown on Sheet 11 of the Easement Plan as "Open Space Easement" and containing 7,815 square feet or 0.18 acres (the "North Park Easement"); for the purpose of installing, relocating (subject to review and approval by the CRA of plans therefor, such approval not to be unreasonably withheld or delayed), maintaining,

repairing and reconstructing grass, walkways, shrubs, lighting (including the providing of electricity therefor) and other forms of landscaping and public amenities, it being the intent of the foregoing grant that, in accordance with the provisions of the Ten SLDC and the Garage SLDC, the Trust, Ten CCT and Eleven CCT will upon acquisition by the Trust and Ten CCT of fee title to Tract IV and Tract III, respectively, dedicate of record the South Park Easement Parcel, and the Trust will upon acquisition of fee title to Tract IV dedicate of record the North Park Easement Parcel as public open space for the benefit of the general public.

(b) Eleven CCT hereby grants to the Trust and all those claiming by, through or under it the right and easement to use so much of the South Park Easement Area as lies within the bounds of Tract II, for the purposes described in paragraph (a) above (the "Eleven CCT South Park Easement").

(c) The CRA South Park Easement and the Eleven CCT South Park Easement are herein collectively referred to as the "South Park Easement," and the South Park Easement and the North Park Easement are herein collectively referred to as the "Park Easements."

11. Location of Easements.

With the exception of the Vehicular Easement, the Pedestrian Easement and the Park Easements, each of the Easements hereinabove described is intended to be a so-called subsurface easement, it being the intent of the CRA, Eleven CCT and Fourteen CCT that all of the various services to be provided by the Utilities (as hereinafter defined) shall be located below grade within the

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limits of the appropriate Easement Parcel. The Pedestrian Easement, the Park Easements and the Vehicular Easement are intended to be surface easements. Notwithstanding the foregoing, however, the Trust, in granting easements to any Utilities (as hereinafter provided), may allow such surface penetrations (including without limitation manholes and catchbasins) as it may deem reasonably necessary, appropriate or convenient in order to facilitate and effectuate the purposes for which the various subsurface Easements referred to herein are granted, provided, however, that the location and design of any above-grade surface penetrations (other than manholes and catchbasins) shall be subject to the approval of the CRA, which approval shall not be unreasonably withheld or delayed.

### III. GRANTING OF RIGHTS BY TRUST

#### 1. Rights to Grant.

From and after the date hereof, the Trust shall have the right to grant to various public or private utility companies (each, a "Utility") the right at any time and from time to time to lay, construct, install, operate, use, maintain, alter, remove, replace and repair subsurface utility lines and other appurtenant equipment, including without limitation water lines, sanitary sewer lines, storm water drains, natural gas, electricity lines, transformers and vaults and telephone and related lines for the transmission and reception of voice, data and other communication including without limitation cable television lines (such lines and equipment being collectively referred to as "Utility Equipment"), along with any reasonably necessary surface

penetrations, to serve those Individual Development Parcels from time to time existing within the Remainder of Parcel 2 (and to the extent provided above, Tract I and Tract II). All such Utility Equipment in respect of the utility service being provided shall be installed and located entirely within the boundaries of the Easement Parcel or Parcels specified for such utility in Article II hereof.

2. Method of Granting.

Any such grant by the Trust to any Utility shall be in writing and in form suitable for recording with the Middlesex South Registry of Deeds. Prior to granting any such rights to any Utility, the Trust shall give the CRA not less than ten (10) days' written notice of (i) the Utility involved, (ii) the type of Utility Equipment being installed and (iii) the Easement Parcel(s) within which such installation will be made and the Individual Development Parcel(s) to be served by such installation. Any such grant shall be subject to the prior reasonable approval of the CRA, provided that any such grant not disapproved in writing by the CRA within seven (7) days after receipt of such notice shall be deemed conclusively to have been approved by the CRA, and a certificate signed and acknowledged by any trustee of the Trust reflecting such deemed approval may be recorded with the instrument granting such rights.

IV. MAINTENANCE

1. Vehicular, Pedestrian, Park, Sewer and Drainage Easements.

(a) The Trust (and its successors and assigns) shall, at all times hereafter, be responsible for the care and maintenance of the Vehicular Easement, the Pedestrian Easement, the Park Easements (including without limitation providing electricity for lighting fixtures thereon), the Drainage Easement and the Sewer Easement. Such Easements shall, upon the completion of their construction, be maintained in a safe and attractive condition. Without limiting the foregoing, the Trust's obligation to maintain the Vehicular Easement as aforesaid shall include the obligation to maintain, repair and replace the individual driveway street-light fixtures referred to in Section 7 above, even though the same are not actually located within the bounds of the Vehicular Easement. The cost of maintaining such Easements shall be borne jointly by the Trust, Eleven CCT, Fourteen CCT (and their respective successors and assigns) and the Future Fee Owners from time to time of any Individual Development Parcels within the Remainder of Parcel 2. Each of the foregoing entities shall, for purposes of this Section, be referred to as a "Responsible Party." The percentage share of such cost of maintenance for which any Responsible Party shall be liable shall, unless otherwise from time to time agreed by all the Responsible Parties, be determined by multiplying such cost by a fraction, (x) the numerator of which is equal to the gross number of square feet of Completed Improvements (as hereinafter defined) at the time owned by such

Responsible Party, as determined in accordance with the City of Cambridge zoning ordinance, and (y) the denominator of which is equal to the gross number of square feet of Completed Improvements at the time existing within Parcel 2, also as determined in accordance with the City of Cambridge zoning ordinance. For purposes hereof, the term "Completed Improvements" shall mean all improvements on any Individual Development Parcel for which either (i) a Certificate of Use and Occupancy shall have been issued by the City of Cambridge Building Department, or (ii) a Certificate of Completion shall have been issued by the CRA.

(b) Any payments owed by any Responsible Party shall be due and payable within fifteen (15) days after receipt of a statement issued by the Trust. Such statement shall set forth (i) the costs incurred by the Trust in performing its maintenance obligations during the period of time to which such statement relates, (ii) the total square footage of all Completed Improvements at the time within Parcel 2, and (iii) the calculation of the payment due from the Responsible Party to whom such statement is sent. The Trust shall render such statements periodically, but not less frequently than annually, as the Trust shall from time to time deem appropriate.

(c) In the event that the Trust shall at any time fail to perform its maintenance obligations set forth in paragraph (a) above, then any Responsible Party may give the Trust written notice of such failure, which notice shall specify in reasonable detail the nature of such failure. Any such notice shall also be given to the then holder of any first mortgage of record encum-

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bering any portion of Parcel 2 of which the Trust is then the record owner, and copies shall also be given to all other Responsible Parties and to their respective first mortgagees of record. If within thirty (30) days after the giving of such notice, the Trust (or the holder of such mortgage) has not commenced (and continued with diligence) to perform such obligations, then the Party giving such notice may perform such obligations, and all other Responsible Parties (including the Trust) shall reimburse such Party for their respective percentage share of the cost thereof.

(d) Notwithstanding that the Trust is responsible for the maintenance, repair and replacement of individual driveway streetlight fixtures as provided in paragraph (a) above, except as hereinafter provided, neither the Trust nor any Responsible Party shall be liable under paragraph (a) for the cost of providing or supplying electrical power to such fixtures. Rather, the fee owner (other than the CRA) from time to time of each Individual Development Parcel shall be responsible for the cost of providing and supplying electrical power to those driveway streetlight fixtures located adjacent to that portion of the Vehicular Easement directly opposite such Individual Development Parcel. Such power shall be provided from each Individual Development Parcel by way of the various Electric Streetlight Easements granted in Section 7 of Article II above. In the event that any such owner (a "Defaulting Owner") shall at any time fail to provide or supply such power (or shall fail to pay the cost of doing so), then the Trust or the fee owner of any other Individual

Development Parcel may notify the Defaulting Owner (and its first mortgagee of record) of such failure and if, the Defaulting Owner shall not remedy such failure within thirty (30) days after such notice, then the party giving such notice may provide or supply such power (or pay such cost) and the Defaulting Party shall reimburse such party for all costs and expenses incurred by such party in connection with such failure. With respect to any such driveway streetlight fixtures located opposite any portion of Parcel 2 that is owned by the CRA and does not constitute an Individual Development Parcel, the Trust shall, until such portion of Parcel 2 is conveyed to a Future Fee Owner as an Individual Development Parcel, supply electrical power to such fixtures and the cost thereof shall be paid by all Responsible Parties as hereinabove provided.

2. Other Easements.

Except with respect to the Vehicular, Pedestrian, Park, Drainage and Sewer Easements, from and after the granting of any rights to any Utility by the Trust with respect to one or more Easement Parcels, the Trust shall be responsible for the maintenance of the surface area of the Easement Parcel(s) with respect to which such rights are granted, except to the extent to which any such Easement Parcel is located within the boundaries of an Individual Development Parcel not owned by the CRA, in which case the fee owner from time to time of such Individual Development Parcel shall maintain such Easement Parcels. Such maintenance obligation on the part of the Trust shall be limited to the filling and regrading of the surface of such Parcel(s) following

installation of Utility Equipment or other activity permitted hereunder on the part of the Utility in question and, if any such Parcel was, prior to such installation or other activity, paved or otherwise improved, then the Trust shall repair or replace such pavement and otherwise repair any damage to pre-existing improvements (to the extent reasonably practicable) caused by such installation or other activity. The Trust (or any other party responsible for maintenance pursuant to the provisions hereof) may delegate such obligation to the Utility in question, but no such delegation shall affect the ultimate liability of the Trust (or such other party) to perform such maintenance.

3. Access by the Trust.

The Trust shall have the right of access to any Easement Parcel(s), as well as any immediately adjacent area (if necessary), for the purpose of performing any maintenance obligation imposed on the Trust. The Trust shall not in any event be liable for repair, maintenance or replacement of or to any Utility Equipment, it being understood that each Utility installing Utility Equipment within any Easement Parcel shall be fully and solely liable for the repair, replacement and maintenance of such Utility Equipment.

4. Limitation of Obligations.

Except as expressly provided in paragraphs 1 and 2 above, the Trust shall have no maintenance obligations with respect to Parcel 2, it being agreed and understood that the fee owner(s) from time to time of the Individual Development Parcels from time to time existing within Parcel 2 shall be solely responsible for

the maintenance of the property owned by it or them. Specifically, but without limiting the foregoing sentence, any fee owner of any portion of Parcel 2 causing damage in or to any Easement Parcel shall be solely responsible for repairing such damage, and the Trust shall have no liability therefor.

5. Obligations of Future Fee Owners.

Except with respect to the Vehicular, Pedestrian, Park, Drainage and Sewer Easements, at such time as the CRA conveys fee title to all or any portion of the Remainder of Parcel 2 to any third party, the Trust thereafter shall be relieved of any maintenance obligation imposed hereunder with respect to any Easement Parcel(s) located in whole or in part within the boundaries of the portion so conveyed. From and after such conveyance, the party acquiring fee title shall be solely responsible for maintenance and repair of all Easement Parcel(s) located within such boundaries, such obligations being for the benefit of the Trust and all fee owners from time to time of any portion of Parcel 2.

V. INSURANCE REQUIREMENTS AND INDEMNITIES

1. Insurance Carried by Trust.

On and after the date on which the Trust first grants any rights to any Utility hereunder, the Trust shall maintain public liability insurance in the amount of at least One Million Dollars (\$1,000,000), against injury (including death) to persons and damage to property on the Easement Parcel(s) with respect to which such rights are granted, arising out of any negligent act or omission on the part of the Trust in the discharge of its responsibilities or the exercise of rights granted to it under this



Agreement, which insurance shall name the City of Cambridge, the CRA and all Responsible Parties as additional insureds, as their interests may appear. In no event shall the Trust (or any beneficiary) be liable for the acts or omissions of any Utility.

2. Indemnification of CRA.

For so long as the CRA owns any portion of the Remainder of Parcel 2, the Trust shall indemnify the CRA and hold it harmless from and against any and all loss, expense (including without limitation reasonable attorneys' fees and expenses), damages or claims for damages (except any such loss, expense, damages or claims for damages caused by the negligent or wrongful acts or omissions of the CRA, its officers, agents or employees or any of its contractors or subcontractors or caused by any Utility) which arise out of and in connection with the negligent or wrongful acts or omissions of the Trust in fulfilling its obligations or exercising any rights under this Agreement, or from any claim arising out of any injury (including death) of any person or persons or any damage to property (except such injury or damage caused by negligence or fault of the CRA, its officers, agents or employees or any of its contractors or subcontractors or by any Utility), which is caused by the negligence or fault of the Trust or any holder of its beneficial interests, or which is caused by reason of any violation by the Trust of any term or specification contained in this Agreement. Without limiting the scope of the foregoing indemnification by the Trust, the Trust shall indemnify the CRA and hold it harmless from and against any and all costs, damages, expenses or claims suffered by the CRA arising from a

claim made by a Utility that such Utility is entitled to compensation or other damages from the CRA under applicable state or federal law, including without limitation, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646; 84 Stat. 1894), provided that such indemnification shall be effective only if, at the time that such claim is made against the CRA, an entity affiliated with (which, for purposes hereof, shall mean controlling, controlled by or under common control with) Cambridge Center Associates, a Massachusetts general partnership owns (x) the land on which the Equipment is located, or (y) land benefitted by the Equipment (in which case the Trust's liability shall be limited to a percentage share of such liability equal to (i) the sum of the area of the land owned by such entity, plus the area of any unimproved benefitted land owned by the CRA, divided by (ii) all land area served by the Equipment). For purposes hereof, the term "Equipment" means the equipment owned by the claimant Utility and installed pursuant to an easement granted in accordance with the terms of this Agreement that such Utility has been forced to relocate, thus forming the basis of such claim.

3. Indemnification by CRA.

For so long as the CRA owns any portion of the Remainder of Parcel 2, the CRA shall indemnify the Trust and hold it harmless from and against any and all loss, expense (including without limitation reasonable attorneys' fees and expenses), damages or claims for damages arising out of any negligent or wrongful act or

omission of the CRA, its officers, agents or employees or any of its contractors or subcontractors in connection with the Remainder of Parcel 2.

VI. USE OF EASEMENTS

Any provision herein contained to the contrary notwithstanding, neither the CRA, Eleven CCT, Fourteen CCT, the Trust nor any Future Fee Owner shall make any use of the Easements or rights of use granted herein which would in any way injure or damage the respective improvements existing or to be constructed upon Parcel 2 and each of the CRA, Eleven CCT, Fourteen CCT and the Trust hereby agree to indemnify and hold the others harmless from and against any injury or damage and from and against any loss, cost or damage resulting from the use by each indemnifying party of the Easements or rights of use granted herein. Acquisition by any Future Fee Owner of fee title to any portion of the Remainder of Parcel 2 shall conclusively constitute the agreement by such Future Fee Owner to be bound by the provisions of this Agreement, including without limitation the indemnity provisions contained herein and the provisions of Section IV(5) hereof, and at the time of such acquisition, such Future Fee Owner shall execute and acknowledge an instrument confirming such agreement (but failure to do so shall not derogate from the liability of such Future Fee Owner hereunder). Such confirmation of agreement may either be contained in the deed by which such Future Fee Owner acquires fee title or by a separate instrument signed and acknowledged by such Future Fee Owner and recorded simultaneously with such deed.

VII. NOTICES

All notices required under this Agreement (which term, without limitation, shall include all requests for approval required hereunder) shall be sent by registered, certified or express mail, return receipt requested, postage prepaid, or shall be delivered in hand (provided that the delivering party shall obtain from the recipient a signed receipt showing the date and time of delivery), or shall be sent by a recognized overnight or same day delivery service, and shall be effective upon receipt unless otherwise specified herein. Unless and until otherwise specified by notice hereunder, notices shall be sent to the parties at the following address:

If to the CRA:

Cambridge Redevelopment Authority  
336 Main Street  
Cambridge, MA 02142  
Attention: Executive Director

If to the Trust, Ten CCT, Eleven CCT or Fourteen CCT:

c/o Boston Properties  
8 Arlington Street  
Boston, MA 02116

VIII. TERMINATION OF VARIOUS EXISTING EASEMENTS

1. Background.

(a) In connection with the development of Tract I by Fourteen CCT, the CRA and Fourteen CCT entered into a certain Easement Agreement (the "Fourteen CCT Easement Agreement"), dated November 1, 1982 and recorded with said Deeds in Book 14784, Page 147. Pursuant to the Fourteen CCT Easement Agreement, the CRA granted to Fourteen CCT, and Fourteen CCT granted to the CRA, the

right to use certain areas more particularly shown on a "Plan of Land in Cambridge, MA," prepared by Allen & Demurjian, Inc. and dated July 16, 1982 (revised August 1, 1982) (the "Fourteen CCT Easement Plan"), which is recorded with said Deeds as Plan No. 1131 of 1982.

(b) In connection with the development of Tract II by Eleven CCT, the CRA and Eleven CCT entered into a certain Easement Agreement (the "Eleven CCT Easement Agreement"), dated May 16, 1984 and recorded with said Deeds in Book 15582, Page 018, and filed with the Middlesex South Registry District of the Land Court as Document No. 660699, noted on Certificate of Title No. 170703, Book 983, Page 153. Pursuant to the Eleven CCT Easement Agreement, the CRA granted to Eleven CCT the right to use certain areas more particularly shown on a "Plan of Land in Cambridge, MA," prepared by Allen & Demurjian, Inc. and dated April 9, 1984, which is recorded with said Deeds as Plan No. 518 of 1984.

(c) Various of the easements created by the Fourteen CCT Easement Agreement and the Eleven CCT Easement Agreement were temporary in nature or terminate upon the occurrence of certain stated events. Other easements continue to be necessary and desirable for the continued operation of Tract I and Tract II. The CRA, Fourteen CCT and Eleven CCT therefore desire to terminate those easements and rights set forth in the Fourteen CCT Easement Agreement and the Eleven CCT Easement Agreement (as the case may be) which are either no longer of use or have been replaced by other easements granted herein.

2. Termination of Easements.

(a) The CRA and Fourteen CCT hereby mutually agree that:

(i) Temporary Easement A and Temporary Easement B, as described in Section 6 of the Fourteen CCT Easement Agreement; (ii) Temporary Easement C, as described in Section 6A of the Fourteen CCT Easement Agreement; (iii) the easement across Parcel B (as shown on the Fourteen CCT Easement Plan), as described in Section 3 of the Fourteen CCT Easement Agreement; and (iv) the easement across Parcel C (as shown on the Fourteen CCT Easement Plan), as described in Section 4 of the Fourteen CCT Easement Agreement; are hereby terminated, and are of no further force or effect.

(b) The CRA and Eleven CCT hereby mutually agree that:

(i) the easement across Easement Area A (as shown on the Eleven CCT Easement Plan), as described in Section 1 of the Eleven CCT Easement Agreement as "Temporary Easement A"; and (ii) the easement across Easement Area B (as shown on the Eleven CCT Easement Plan), as described in Section 2 of the Eleven CCT Easement Agreement as "Temporary Easement B"; are hereby terminated, and are of no further force or effect.

IX. SUCCESSORS OF THE CRA

If the CRA shall terminate its activities or cease to exist, then the City of Cambridge shall be deemed to succeed to all of the rights, interests and obligations of the CRA under this Agreement, to be exercised by the Chief Executive Officer of the

City of Cambridge, the same presently being the City Manager, and all notices required hereunder shall thereafter be given to said Chief Executive Officer at the Cambridge City Hall.

X. COVENANTS RUNNING WITH THE LAND

The covenants and agreements made by the parties to this Agreement and affecting the various parcels and tracts of land described herein shall be deemed to be, and shall constitute, covenants which run with the land, to the maximum extent that the parties lawfully may so agree.

XI. RULES AND REGULATIONS

For so long as the Trust shall have any obligation to maintain any Easements or Easement Parcels, the Trust shall have the right to establish reasonable rules and regulations for the use and operation of the same, provided that no such rule or regulation shall operate or be construed so as to restrict access by the CRA to those portions of Parcel 2 from time to time owned by it. Such rules and regulations shall be established and applied by the Trust in a non-discriminatory manner, such that all rules and regulations shall be generally applicable to all parties of similar nature. The Trust shall use reasonable efforts to enforce such rules and regulations uniformly, but shall have no liability to any party for any violation of such rules and regulations by any other party.

XII. PROVISIONS BINDING

Except as otherwise expressly provided, the rights and obligations set forth herein shall be binding upon and inure to the benefit of the successors and assigns of the CRA, the Trust, Ten CCT, Fourteen CCT and Eleven CCT.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: Thomas Murphy  
Name: Thomas J. Murphy  
Title: Vice Chairman  
Hereunto Duly Authorized

✓ ELEVEN CAMBRIDGE CENTER TRUST

By: David Barrett  
As Trustee, and not individually

By: [Signature]  
As Trustee, and not individually

FOURTEEN CAMBRIDGE CENTER TRUST

By: David Barrett  
As Trustee, and not individually

By: [Signature]  
As Trustee, and not individually

[Signatures continued on page 38]

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CAMBRIDGE CENTER NORTH TRUST

By: David Bennett  
As ~~Trustee~~, and not individually

By: [Signature]  
As ~~Trustee~~, and not individually

TEN CAMBRIDGE CENTER TRUST (For purposes of Section II(6)(b) only)

By: David Bennett  
As ~~Trustee~~, and not individually

By: [Signature]  
As ~~Trustee~~, and not individually

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COMMONWEALTH OF MASSACHUSETTS

Middlebury, ss.

March 19, 1990

Then personally appeared the above-named Thomas J. Murphy, the Vice Chairman of the Cambridge Redevelopment Authority, and acknowledged the foregoing instrument to be his free act and deed on behalf of said Cambridge Redevelopment Authority, before me

Joseph F. Robinson  
Notary Public

My commission expires: July 23, 1990

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

March 19, 1990

Then personally appeared the above-named David Barrett, who is a Trustee of Eleven Cambridge Center Trust, and acknowledged the foregoing instrument to be his free act and deed in his capacity as Trustee on behalf of said Trust, before me

Frank D. Burt  
Notary Public

My commission expires: **FRANK D. BURT, NOTARY PUBLIC**  
**MY COMMISSION EXPIRES**  
**APRIL 4, 1991**

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

March 19, 1990

Then personally appeared the above-named David Barrett, who is a Trustee of Fourteen Cambridge Center Trust, and acknowledged the foregoing instrument to be his free act and deed in his capacity as Trustee on behalf of said Trust, before me

Frank D. Burt  
Notary Public

My commission expires:

**FRANK D. BURT, NOTARY PUBLIC**  
**MY COMMISSION EXPIRES**  
**APRIL 4, 1991**

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COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

March 19, 1990

Then personally appeared the above-named David Barrett, who is a Trustee of Cambridge Center North Trust, and acknowledged the foregoing instrument to be his free act and deed in his capacity as Trustee on behalf of said Trust, before me

Frank D. Burt  
Notary Public

My commission expires:  
FRANK D. BURT, NOTARY PUBLIC  
MY COMMISSION EXPIRES  
APRIL 4, 1991

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

March 19, 1990

Then personally appeared the above-named David Barrett, who is a Trustee of Ten Cambridge Center Trust, and acknowledged the foregoing instrument to be his free act and deed in his capacity as Trustee on behalf of said Trust, before me

Frank D. Burt  
Notary Public

My commission expires:  
FRANK D. BURT, NOTARY PUBLIC  
MY COMMISSION EXPIRES  
APRIL 4, 1991

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LEGAL DESCRIPTIONParcel A

A certain parcel of land situated on the westerly side of a pedestrian way in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the southeast corner of the herein described parcel on the westerly side of a pedestrian way, which is located N 29° 31' 14" E, a distance of One Hundred Sixty-Four and No Hundredths feet (164.00') from the intersection of the northeast corner of Broadway and the southwest corner of a pedestrian way, thence;

- N 60° 30' 18" W a distance of Two Hundred Eighteen and Thirty-Nine Hundredths feet (218.39') to a point, thence;
- N 29° 29' 42" E a distance of Two Hundred Eighty-Six and Four Hundredths feet (286.04') to a point, thence;
- S 60° 30' 18" E a distance of Two Hundred Eighteen and Fifty-Two Hundredths feet (218.52') to a point, thence;
- S 29° 31' 14" W a distance of Two Hundred Eighty-Six and Four Hundredths feet (286.04') to the point of beginning.

The above described parcel of land contains an area of 62,485 square feet more or less in Cambridge and is more particularly shown as Parcel A on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to one inch, last revised April 5, 1989.

LEGAL DESCRIPTIONParcel B

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

Beginning at the northeast corner of the herein described parcel on the southerly side of Birney Street, which is located N 80° 28' 35" W, a distance of Three Hundred Seventeen and Twenty-Four Hundredths feet (317.24') from the intersection of the southeast corner of Birney Street and the northwest corner of a pedestrian way, thence;

S 29° 29' 42" W a distance of Five Hundred Two and Eighty-Five Hundredths feet (502.85') to a point, thence;

N 60° 30' 18" W a distance of Two Hundred Fifty and Ninety-Five Hundredths feet (250.95') to a point, thence;

N 10° 46' 14" E a distance of One Hundred Thirteen and Two Hundredths feet (113.02') to a point, thence;

Northeasterly and curving to the right along the arc of a curve having a radius of Two Hundred Eighty and No Hundredths feet (280.00') a length of Four Hundred Thirty-Three and Seventy-Three Hundredths feet (433.73') to a point, thence;

S 80° 28' 35" E a distance of One Hundred Twenty-Five and Twenty-Two Hundredths feet (125.22') to the point of beginning.

The above described parcel of land contains an area of 124,330 square feet more or less in Cambridge and is more particularly shown as Parcel B on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to one inch, last revised April 5, 1989.

LEGAL DESCRIPTIONTract I

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

Beginning at the northeast corner of the herein described parcel at the intersection of the southeast corner of Binney Street and the northwest corner of a pedestrian way, thence;

S 09° 32' 02" W a distance of Two Hundred and Eighty-Five Hundredths feet (200.85') to a point, thence;

Southwesterly and curving to the right along the arc of a curve having a radius of Three Hundred Twelve and Seventy-One Hundredths feet (312.71') a length of One Hundred Nine and Eight Hundredths feet (109.08'), to a point, thence;

S 29° 31' 14" W a distance of Eighteen and Forty-Nine Hundredths feet (18.49') to a point, thence;

N 60° 30' 18" W a distance of Two Hundred Forty and Fifty-Two Hundredths feet (240.52') to a point, thence;

N 29° 29' 42" E a distance of Two Hundred Fifty-Eight and Fifty-One Hundredths feet (258.51') to a point, thence;

S 80° 28' 35" E a distance of One Hundred Sixty-Two and Ninety-Seven Hundredths feet (162.97') to the point of beginning.

The above described parcel of land contains an area of 60,620 square feet more or less in Cambridge and is more particularly shown as Tract I on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to one inch, last revised April 5, 1989.

LEGAL DESCRIPTIONTract II

A certain parcel of registered and unregistered land situated on the northerly side of Broadway in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the southeast corner of the herein described parcel on the northerly side of Broadway, which is located N 60° 30' 18" W, a distance of Three Hundred Sixty-One and Thirty-Two Hundredths feet (361.32') from the intersection of the northeast corner of Broadway and the southwest corner of a pedestrian way, thence;

N 60° 30' 18" W a distance of One Hundred and Eighty-Seven and Twenty-Four Hundredths feet (187.24') to a point, thence;

Northeasterly and curving to the right along the arc of a curve having a radius of Fifty and No Hundredths feet (50.00') a length of Sixty-Two and Twenty Hundredths feet (62.20'), to a point, thence;

N 10° 46' 14" E a distance of One Hundred Twenty-Five and Seventy Hundredths feet (125.70') to a point, thence;

S 60° 30' 18" E a distance of Two Hundred Seventy-Four and Ninety-Five Hundredths feet (274.95') to a point, thence;

S 29° 29' 42" W a distance of One Hundred Fifty-Three and No Hundredths feet (153.00') to the point of beginning.

✓ A portion of Tract II is registered land, recorded as Lot 1, Land Court Case Number 15374B, Certificate of Title Number 170703, Book 983, Page 153.

The above described parcel of land contains an area of 37,860 square feet more or less in Cambridge and is more particularly shown as Tract II on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to one inch, last revised April 5, 1989.

LEGAL DESCRIPTIONTract III

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

Beginning at the southeast corner of the herein described parcel at the intersection of the northeast corner of Broadway and the southwest corner of a pedestrian way, thence;

- N 60° 30' 18" W a distance of Three Hundred Sixty-One and Thirty-Two Hundredths feet (361.32') to a point, thence;
- N 29° 29' 42" E a distance of Ninety-Three and No Hundredths feet (93.00') to a point, thence;
- S 60° 30' 18" E a distance of One Hundred Forty-Three and No Hundredths feet (143.00') to a point, thence;
- N 29° 29' 42" E a distance of Seventy-One and No Hundredths feet (71.00') to a point, thence;
- S 60° 30' 18" E a distance of Two Hundred Eighteen and Thirty-Nine Hundredths feet (218.39') to a point, thence;
- S 29° 31' 14" W a distance of One Hundred Sixty-Four and No Hundredths feet (164.00') to the point of beginning.

The above described parcel of land contains an area of 49,110 square feet more or less in Cambridge and is more particularly shown as Tract III on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to one inch, last revised April 5, 1989.



LEGAL DESCRIPTIONTract IV

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

Beginning at the northeast corner of the herein described parcel on the southerly side of Binney Street, which is located N 80° 28' 35" W, a distance of One Hundred Sixty-Two and Ninety-Seven Hundredths feet (162.97') from the intersection of the southeast corner of Binney Street and the northwest corner of a pedestrian way, thence;

- S 29° 29' 42" W a distance of Two Hundred Fifty-Eight and Fifty-One Hundredths feet (258.51') to a point, thence;
- S 60° 30' 18" E a distance of Twenty-Two and No Hundredths feet (22.00') to a point, thence;
- S 29° 29' 42" W a distance of Three Hundred Fifty-Seven and Four Hundredths feet (357.04') to a point, thence;
- N 60° 30' 18" W a distance of One Hundred Forty-Three and No Hundredths feet (143.00') to a point, thence;
- N 29° 29' 42" E a distance of Sixty and No Hundredths feet (60.00') to a point, thence;
- N 60° 30' 18" W a distance of Twenty-Four and No Hundredths feet (24.00') to a point, thence;
- N 29° 29' 42" E a distance of Five Hundred Two and Eighty-Five Hundredths feet (502.85') to a point, thence;
- S 80° 28' 35" E a distance of One Hundred Fifty-Four and Twenty-Seven Hundredths feet (154.27') to the point of beginning.

The above described parcel of land contains an area of 91,845 square feet more or less in Cambridge and is more particularly shown as Tract IV on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to one inch, last revised April 5, 1989.

LEGAL DESCRIPTIONA-1

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

Beginning at the northeast corner of the herein described parcel on the southerly side of Binney Street, which is located N 80° 28' 35" E a distance of Three Hundred Seventeen and Twenty-Four Hundredths feet (317.24') from the intersection of the southeast corner of Binney Street and the northwest corner of a pedestrian way, thence;

S 29° 29' 42" W a distance of One Hundred Seventy-Eight and Eighty-One Hundredths feet (178.81') to a point, thence;

N 60° 30' 18" W a distance of Seven and Fifty Hundredths feet (7.50') to a point, thence;

N 29° 29' 42" E a distance of One Hundred Seventy-Four and Twenty-Two Hundredths feet (174.22'), to the point of curvature, thence;

Northwesterly and curving to the left along the arc of a curve having a radius of Ten and No Hundredths feet (10.00'), a length of Six and One Hundredths feet (6.01'), to a point, thence;

S 80° 28' 35" E a distance of Fourteen and Twenty-Seven (14.27') by sideline of Binney Street to the point of beginning.

The above described parcel of land contains an area of 1,335 square feet more or less in Cambridge and is more particularly shown as Lot A-1 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONA-2

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

Beginning at the northeast corner of the herein described parcel One Hundred Seventy-Eight and Eighty-One Hundredths feet (178.81') southwest of the southerly sideline of Binney Street, thence;

S 29° 29' 42" W a distance of Thirty-One and Eighteen Hundredths feet (31.18') to a point, thence;

S 81° 30' 00" W a distance of Nine and Fifty-Two Hundredths feet (9.52') to a point, thence;

N 29° 29' 42" E a distance of Thirty-Seven and Four Hundredths feet (37.04') to a point, thence;

S 60° 30' 18" E a distance of Seven and Fifty Hundredths feet (7.50'), to the point of beginning.

The above described parcel of land contains an area of 255 square feet more or less in Cambridge and is more particularly shown as Lot A-2 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONA-3

A certain parcel of land situated on the easterly side of Galileo Galilei Way in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the southwest corner of the herein described parcel Two Hundred Forty-Three and Forty-Five Hundredths feet (243.45') southeast from the easterly sideline of Galileo Galilei Way, thence;

N 29° 29' 42" E a distance of Two Hundred Eighty-Seven and No Hundredths feet (287.00') to a point, thence;

N 81° 30' 00" E a distance of Nine and Fifty-Two Hundredths feet (9.52') to a point, thence;

S 29° 29' 42" W a distance of Two Hundred Ninety-Two and Eighty-Six Hundredths feet (292.86') to a point, thence;

N 60° 30' 18" W a distance of Seven and Fifty Hundredths feet (7.50'), to the point of beginning.

The above described parcel of land contains an area of 2,175 square feet more or less in Cambridge and is more particularly shown as Lot A-3 on a plan entitled "Easement Plan in Cambridge, Massachusetts," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts, Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONA-4

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

Beginning at the southeast corner of the herein described parcel a distance of One Hundred Eight and Seven Hundredths feet (108.07') northeast of the northerly side line of Broadway, thence;

N 29° 29' 42" E a distance of Forty-Four and Ninety-Three Hundredths feet (44.93') to a point, thence;

N 60° 30' 18" W a distance of Seven and Fifty Hundredths feet (7.50') to a point, thence;

S 29° 29' 42" W a distance of Thirty-Seven and Forty-Three Hundredths feet (37.43') to a point, thence;

S 15° 30' 18" E a distance of Ten and Sixty-One Hundredths feet (10.61'), to the point of beginning.

The above described parcel of land contains an area of 310 square feet more or less in Cambridge and is more particularly shown as Lot A-4 on a plan entitled "Master Easement Plan in Cambridge, Massachusetts," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts, Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONA-5

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

Beginning at the southwest corner of the herein described parcel on the northerly side of Broadway, which is located N 60° 30' 18" W a distance of Three Hundred Ninety-Three and Thirty-Two Hundredths feet (393.32') from the intersection of the northeast corner of Broadway and the southwest corner of a pedestrian way, thence;

Northeasterly and curving to the left along the arc of a curve having a radius of Ten and No Hundredths feet (10.00'), a length of Two and Fifty-Three Hundredths feet (2.53') to a point, thence;

N 29° 29' 42" E a distance of One Hundred Fifteen and Twenty-Six Hundredths feet (115.26') to a point, thence;

S 15° 30' 18" E a distance of Ten and Sixty-One Hundredths feet (10.61') to a point, thence;

S 29° 29' 42" W a distance of Ninety-Eight and Seven Hundredths feet (98.07') to a point of curvature, thence;

Southwesterly and curving to the right along the arc of a curve having a radius of Ten and No Hundredths feet (10.00'), a length of Fifteen and Seventy-One Hundredths feet (15.71') to the point of beginning.

The above described parcel of land contains an area of 820 square feet more or less in Cambridge and is more particularly shown as Lot A-5 on a plan entitled "Master Easement Plan in Cambridge, Massachusetts," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts, Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONA-6

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

Beginning at the southeast corner of the herein described parcel in the northerly line of Broadway, which is located N 60° 30' 18" W a distance of Two Hundred Ten and Eighty-Two Hundredths feet (210.82') from the intersection of the northeast corner of Broadway and the southwest corner of a pedestrian way, thence;

N 29° 29' 42" E a distance of One Hundred Three and Forty-Nine Hundredths Hundredths feet (103.49') to a point, thence;

N 13° 37' 02" W a distance of Ten and Ninety-Eight Hundredths feet (10.98') to a point, thence;

S 29° 29' 42" W a distance of One Hundred Eleven and Fifty Hundredths feet (111.50'), to a point, thence;

S 60° 30' 18" E a distance of Seven and Fifty Hundredths feet (7.50') along the northerly side of Broadway to the point of beginning.

The above described parcel of land contains an area of 805 square feet more or less in Cambridge and is more particularly shown as Lot A-6 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONA-7

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

Beginning at the southwest corner of the parcel One Hundred Eleven and Fifty Hundredths feet (111.50') north from the northerly side of Broadway, thence;

- S 13° 37' 02" E a distance of Ten and Ninety-Eight Hundredths feet (10.98') to a point, thence;
- N 29° 29' 42" E a distance of Twenty and No Hundredths feet (20.00') to a point, thence;
- N 13° 37' 02" W a distance of Ten and Ninety-Eight Hundredths feet (10.98') to a point, thence;
- S 29° 29' 42" W a distance of Twenty and No Hundredths feet (20.00'), to the point of beginning.

The above described parcel of land contains an area of 150 square feet more or less in Cambridge and is more particularly shown as Lot A-7 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.



LEGAL DESCRIPTIONA-8

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

Beginning at the southwest corner of the herein described parcel One Hundred Thirty-One and Fifty Hundredths feet (131.50') north from the northerly side of Broadway, thence;

- S 13° 37' 02" E a distance of Ten and Ninety-Eight Hundredths feet (10.98') to a point, thence;
- N 29° 29' 42" E a distance of Ten and Fifty-One Hundredths feet (10.51') to a point, thence;
- N 60° 30' 18" W a distance of Seven and Fifty Hundredths feet (7.50') to a point, thence;
- S 29° 29' 42" W a distance of Two and Fifty Hundredths feet (2.50'), to the point of beginning.

The above described parcel of land contains an area of 50 square feet more or less in Cambridge and is more particularly shown as Lot A-8 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONA-9

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

Beginning at the southwest corner of the herein described parcel One Hundred Thirty-Four and No Hundredths feet (134.00') north from the northerly side of Broadway, thence;

S 60° 30' 18" E a distance of Seven and Fifty Hundredths feet (7.50') to a point, thence;

N 29° 29' 42" E a distance of Twenty and No Hundredths feet (20.00') to a point, thence;

N 60° 30' 18" W a distance of Seven and Fifty Hundredths feet (7.50') to a point, thence;

S 29° 29' 42" W a distance of Twenty and No Hundredths feet (20.00'), to the point of beginning.

The above described parcel of land contains an area of 150 square feet more or less in Cambridge and is more particularly shown as Lot A-9 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONA-10

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

Beginning at the southwest corner of the herein described parcel One Hundred Fifty-Four and No Hundredths feet (154.00') north from the northerly side of Broadway, thence;

S 60° 30' 18" E a distance of Seven and Fifty Hundredths feet (7.50') to a point, thence;

N 29° 29' 42" E a distance of Ten and No Hundredths feet (10.00') to a point, thence;

N 60° 30' 18" W a distance of Seven and Fifty Hundredths feet (7.50') to a point, thence;

S 29° 29' 42" W a distance of Ten and No Hundredths feet (10.00'), to the point of beginning.

The above described parcel of land contains an area of 75 square feet more or less in Cambridge and is more particularly shown as Lot A-10 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONA-11

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

Beginning at the southwest corner of the herein described parcel One Hundred Sixty-Four and No Hundredths feet (164.00') north of the northerly line of Broadway, thence;

S 60° 30' 18" E a distance of Seven and Fifty Hundredths feet (7.50') to a point, thence;

N 29° 29' 42" E a distance of Two Hundred Eighty-Three and Four Hundredths feet (283.04') to a point, thence;

N 60° 30' 18" W a distance of Seven and Fifty Hundredths feet (7.50') to a point, thence;

S 29° 29' 42" W a distance of Two Hundred Eighty-Three and Four Hundredths feet (283.04'), to the point of beginning.

The above described parcel of land contains an area of 2,125 square feet more or less in Cambridge and is more particularly shown as Lot A-11 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONA-12

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

Beginning at the northwest corner of the herein described parcel Two Hundred Sixty-Six and Fifty Hundredths feet (266.50') south from the southerly sideline of Binney Street, thence;

S 29° 29' 42" W a distance of Three and No Hundredths feet (3.00') to a point, thence;

S 60° 30' 18" E a distance of Seven and Fifty Hundredths feet (7.50') to a point, thence;

N 29° 29' 42" E a distance of Three and No Hundredths feet (3.00') to a point, thence;

N 60° 30' 18" W a distance of Seven and Fifty Hundredths feet (7.50'), to the point of beginning.

The above described parcel of land contains an area of 25 square feet more or less in Cambridge and is more particularly shown as Lot A-12 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONA-13

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

Beginning at the northwest corner of the herein described parcel a distance of Two Hundred Thirty-Nine and Fifty Hundredths feet (239.50') southwest from the southerly sideline of Binney Street, thence;

S 29° 29' 42" W a distance of Twenty-Seven and No Hundredths feet (27.00') to a point, thence;

S 60° 30' 18" E a distance of Six and No Hundredths feet (6.00') to a point, thence;

N 29° 29' 42" E a distance of Twenty-Seven and No Hundredths feet (27.00') to a point, thence;

N 60° 30' 18" W a distance of Six and No Hundredths feet (6.00') to the point of beginning.

The above described parcel of land contains an area of 160 square feet more or less in Cambridge and is more particularly shown as Lot A-13 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONA-14

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

Beginning at the northwest corner of the herein described parcel on the southerly side of Binney Street, which is located N 80° 28' 35" W a distance of One Hundred Thirty-Nine and Fifty-Six Hundredths feet (139.56') from the intersection of the southeast corner of Binney Street and the northwest corner of a pedestrian way, thence;

S 29° 29' 42" W a distance of Two Hundred Thirty-Nine and Fifty Hundredths feet (239.50') to a point, thence;

S 60° 30' 18" E a distance of Six and No Hundredths feet (6.00') to a point, thence;

N 29° 29' 42" E a distance of Two Hundred Forty-One and Sixty-Eight Hundredths feet (241.68'), to a point, thence;

N 80° 28' 35" W a distance of Six and Thirty-Seven Hundredths feet (6.37') by sideline of Binney Street to the point of beginning.

The above described parcel of land contains an area of 1,440 square feet more or less in Cambridge and is more particularly shown as Lot A-14 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONB-1

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

Beginning at the northwest corner of the herein described parcel on the southerly side of Binney Street, thence;

- S 29° 29' 42" W a distance of One Hundred Seventy-Eight and Eighty-One Hundredths feet (178.81') to a point, thence;
- S 60° 30' 18" E a distance of Twenty-Two and No Hundredths feet (22.00') to a point, thence;
- N 29° 29' 42" E a distance of One Hundred Eighty-Six and Eighty-One Hundredths feet (186.81'), to a point, thence;
- N 80° 28' 35" W a distance of Thirty-Two and Forty-Five Hundredths feet (32.45') by sideline of Binney Street to the point of beginning.

The above described parcel of land contains an area of 4,020 square feet more or less in Cambridge and is more particularly shown as Lot B-1 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.



LEGAL DESCRIPTIONB-2

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

Beginning at the northeast corner of the herein described parcel One Hundred Eighty-Six and Eighty-One feet (186.81') southwest from the southerly sideline of Binney Street, thence;

S 29° 29' 42" W a distance of Thirty and No Hundredths feet (30.00') to a point, thence;

N 60° 30' 18" W a distance of Twenty and Forty-Nine Hundredths feet (20.49') to a point, thence;

S 81° 30' 00" W a distance of One and Ninety-Two Hundredths feet (1.92') to a point, thence;

N 29° 29' 42" E a distance of Thirty-One and Eighteen Hundredths feet (31.18') to a point, thence;

S 60° 30' 18" E a distance of Twenty-Two and No Hundredths feet (22.00'), to the point of beginning.

The above described parcel of land contains an area of 660 square feet more or less in Cambridge and is more particularly shown as Lot B-2 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONB-3

A certain parcel of land situated on the easterly side of Galileo Galilei Way in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the southwest corner of the herein described parcel Two Hundred Fifty and Ninety-Five Hundredths feet (250.95') southeast from the easterly sideline of Galileo Galilei Way, thence;

N 29° 29' 42" E a distance of Two Hundred Ninety-Two and Eighty-Six Hundredths feet (292.86') to a point, thence;

N 81° 30' 00" E a distance of One and Ninety-Two Hundredths feet (1.92') to a point, thence;

S 60° 30' 18" E a distance of Twenty and Forty-Nine Hundredths feet (20.49') to a point, thence;

S 29° 29' 42" W a distance of Two Hundred Ninety-Four and Four Hundredths feet (294.04') to a point, thence;

N 60° 30' 18" W a distance of Twenty-Two and No Hundredths feet (22.00'), to the point of beginning.

The above described parcel of land contains an area of 6,470 square feet more or less in Cambridge and is more particularly shown as Lot B-3 on a plan entitled "Easement Plan in Cambridge, Massachusetts," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONB-4

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

Beginning at the southeast corner of the herein described parcel Eighty-Eight and Seven Hundredths feet (88.07') north from the northerly side of Broadway, thence;

N 29° 29' 42" E a distance of Sixty-Four and Ninety-Three Hundredths feet (64.93') to a point, thence;

N 60° 30' 18" W a distance of Twenty and No Hundredths feet (20.00') to a point, thence;

S 29° 29' 42" W a distance of Forty-Four and Ninety-Three Hundredths (44.93'), to a point, thence;

S 15° 30' 18" E a distance of Twenty-Eight and Twenty-Eight Hundredths feet (28.28'), to the point of beginning.

The above described parcel of land contains an area of 1,100 square feet more or less in Cambridge and is more particularly shown as Lot B-4 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONB-5

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

Beginning at the southwest corner of the herein described parcel on the northerly sideline of Broadway, thence;

S 60° 30' 18" E a distance of Thirty-Two and No Hundredths feet (32.00') by sideline of Broadway, thence;

N 29° 29' 42" E a distance of Fifteen and Twenty Hundredths feet (15.20') to a point on a curve, thence;

Northeasterly and curving to the right along the arc of a curve having a radius of Twenty-Five and No Hundredths feet (25.00'), a length of Ten and Seven Hundredths feet (10.07') to a point, thence;

N 29° 29' 42" E a distance of Sixty-Three and Seven Hundredths feet (63.07') to a point, thence;

N 15° 30' 18" W a distance of Twenty-Eight and Twenty-Eight (28.28') to a point, thence;

S 29° 29' 42" W a distance of Ninety-Eight and Seven Hundredths feet (98.07') to a point of curvature, thence;

Southwesterly and curving to the right along the arc of a curve having a radius of Ten and No Hundredths feet (10.00'), a length of Fifteen and Seventy-One Hundredths feet (15.71'), to the point of beginning.

The above described parcel of land contains an area of 2,020 square feet more or less in Cambridge and is more particularly shown as Lot B-5 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONB-6

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

Beginning at the southwest corner of the herein described parcel on the northerly sideline of Broadway, thence;

S 60° 30' 18" E a distance of Twenty-Three and No Hundredths feet (23.00') along the northerly side of Broadway to a point of curvature, thence;

Northwesterly and curving to the right along the arc of a curve having a radius of Twenty-Five and No Hundredths feet (25.00'), a length of Twenty-Nine and Twenty Hundredths feet (29.20') to a point, thence;

S 29° 29' 42" W a distance of Fifteen and Twenty Hundredths feet (15.20') to the point of beginning.

The above described parcel of land contains an area of 95 square feet more or less in Cambridge and is more particularly shown as Lot B-6 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONB-7

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

Beginning at the southeast corner of the herein described parcel on the northerly sideline of Broadway, thence;

- N 29° 29' 42" E a distance of Seventy-Three and No Hundredths feet (73.00') to a point, thence;
- N 60° 30' 18" W a distance of Twenty-Two and No Hundredths feet (22.00') to a point, thence;
- S 29° 29' 42" W a distance of Forty-Eight and No Hundredths feet (48.00') to a point of curvature, thence;
- Southwesterly and curving to the right along the arc of the curve having a radius of Twenty-Five and No Hundredths feet (25.00'), a length of Thirty-Nine and Twenty-Seven Hundredths feet (39.27'), to a point, thence;
- S 60° 30' 18" E along the northerly side of Broadway a distance of Forty-Seven and No Hundredths feet (47.00') to the point of beginning.

The above described parcel of land contains an area of 1,740 square feet more or less in Cambridge and is more particularly shown as Lot B-7 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONB-8

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

Beginning at the southwest corner of the herein described parcel Seventy-Three and No Hundredths feet (73.00') north from the northerly side of Broadway, thence;

S 60° 30' 18" E a distance of Twenty-Two and No Hundredths feet (22.00') to a point, thence;

N 29° 29' 42" E a distance of Twenty and No Hundredths feet (20.00') to a point, thence;

N 60° 30' 18" W a distance of Twenty-Two and No Hundredths feet (22.00') to a point, thence;

S 29° 29' 42" W a distance of Twenty and No Hundredths feet (20.00'), to the point of beginning.

The above described parcel of land contains an area of 440 square feet more or less in Cambridge and is more particularly shown as Lot B-8 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONB-9

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

Beginning at the southwest corner of the herein described parcel Ninety-Three and No Hundredths feet (93.00') north from the northerly side of Broadway, thence;

S 60° 30' 18" E a distance of Twenty-Two and No Hundredths feet (22.00') to a point, thence;

N 29° 29' 42" E a distance of Eighteen and Fifty Hundredths feet (18.50') to a point, thence;

N 13° 37' 02" W a distance of Thirty-Two and Eighteen Hundredths feet (32.18') to a point, thence;

S 29° 29' 42" W a distance of Forty-Two and No Hundredths feet (42.00'), to the point of beginning.

The above described parcel of land contains an area of 665 square feet more or less in Cambridge and is more particularly shown as Lot B-9 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.



LEGAL DESCRIPTIONB-10

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

Beginning at the southwest corner of the herein described parcel One Hundred Thirty-Five and No Hundredths feet (135.00') north from the northerly side of Broadway, thence;

S 13° 37' 02" E a distance of Thirty-Two and Eighteen Hundredths feet (32.18') to a point, thence;

N 29° 29' 42" E a distance of Twenty and No Hundredths feet (20.00') to a point, thence;

N 13° 37' 02" W a distance of Thirty-Two and Eighteen Hundredths feet (32.18') to a point, thence;

S 29° 29' 42" W a distance of Twenty and No Hundredths feet (20.00'), to the point of beginning.

The above described parcel of land contains an area of 440 square feet more or less in Cambridge and is more particularly shown as Lot B-10 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONB-11

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

Beginning at the southeast corner of the herein described parcel One Hundred Thirty-One and Fifty Hundredths feet (131.50') north of the northerly line of Broadway, thence;

N 29° 29' 42" E a distance of Three Hundred Fifteen and Fifty-Four Hundredths feet (315.54') to a point, thence;

N 60° 30' 18" W a distance of Twenty-Two and No Hundredths feet (22.00') to a point, thence;

S 29° 29' 42" W a distance of Two Hundred Ninety-Two and Four Hundredths feet (292.04') to a point, thence;

S 13° 37' 02" E a distance of Thirty-Two and Eighteen Hundredths feet (32.18'), to the point of beginning.

The above described parcel of land contains an area of 6,685 square feet more or less in Cambridge and is more particularly shown as Lot B-11 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

## EXHIBIT B

LEGAL DESCRIPTIONB-12

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

Beginning at the northeast corner of the herein described parcel Two Hundred Sixty-Six and Fifty Hundredths feet (266.50') south from the southerly sideline of Binney Street, thence;

N 60° 30' 18" W a distance of Twenty-Two and No Hundredths feet (22.00') to a point, thence;

S 29° 29' 42" W a distance of Three and No Hundredths feet (3.00') to a point, thence;

S 60° 30' 18" E a distance of Twenty-Two and No Hundredths feet (22.00') to a point, thence;

N 29° 29' 42" E a distance of Three and No Hundredths feet (3.00'), to the point of beginning.

The above described parcel of land contains an area of 65 square feet more or less in Cambridge and is more particularly shown as Lot B-12 on a plan entitled "Exhibit C, Tract IV, Steamline Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised May 26, 1989.

LEGAL DESCRIPTIONB-13

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

Beginning at the northeast corner of the herein described parcel Two Hundred Thirty-Nine and Fifty Hundredths feet (239.50') south from the southerly sideline of Binney Street, thence;

S 29° 29' 42" W a distance of Twenty-Seven and No Hundredths feet (27.00') to a point, thence;

N 60° 30' 18" W a distance of Twenty-Two and No Hundredths feet (22.00') to a point, thence;

N 29° 29' 42" E a distance of Twenty-Seven and No Hundredths feet (27.00') to a point, thence;

S 60° 30' 18" E a distance of Twenty-Two and No Hundredths feet (22.00'), to the point of beginning.

The above described parcel of land contains an area of 595 square feet more or less in Cambridge and is more particularly shown as Lot B-13 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONB-14

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

Beginning at the northeast corner of the herein described parcel on the southerly side of Binney Street, thence;

S 29° 29' 42" W a distance of Two Hundred Thirty-Nine and Fifty Hundredths feet (239.50') to a point, thence;

N 60° 30' 18" W a distance of Twenty-Two and No Hundredths feet (22.00') to a point, thence;

N 29° 29' 42" E a distance of Two Hundred Thirty-One and Fifty-One Hundredths feet (231.51'), to a point, thence;

S 80° 28' 35" E a distance of Twenty-Three and Forty-One Hundredths feet (23.41') by sideline of Binney Street to the point of beginning.

The above described parcel of land contains an area of 5,180 square feet more or less in Cambridge and is more particularly shown as Lot B-14 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONB-15

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

Beginning at the northwest corner of the herein described parcel on the southerly sideline of Binney Street, thence;

S 80° 28' 35" E a distance of Forty-Two and Eighty-Two Hundredths feet (42.82'), along the southerly side of Binney Street, to a point, thence;

S 29° 29' 42" W a distance of Forty-Two and Eighty-Two Hundredths feet (42.82') to a point of curvature, thence;

Northwesterly and curving to the left along the arc of a curve having a radius of Thirty and No Hundredths (30.00'), a length of Fifty-Seven and Fifty-Seven Hundredths feet (57.57'), to the point of beginning.

The above described parcel of land contains an area of 420 square feet more or less in Cambridge and is more particularly shown as Lot B-15 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

10.Y3182

78-107

LEGAL DESCRIPTIONC-1

A certain parcel of land situated on the easterly side of Galileo Galilei Way in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the northwest corner of the herein described parcel on the curve of the easterly side of Galileo Galilei Way, thence;

S 61° 30' 00" E a distance of Two Hundred Twenty-Five and No Hundredths feet (225.00') to a point thence;

N 81° 30' 00" E a distance of Sixty-Six and Thirty Hundredths feet (66.30'), to a point of curvature, thence;

S 29° 29' 42" W a distance of Thirty-Eight and Twenty-One Hundredths feet (38.21') to a point, thence;

S 81° 30' 00" W a distance of Fifty-Two and Sixty-Five Hundredths feet (52.65') to a point, thence;

N 61° 30' 00" W a distance of Two Hundred Forty-Two and Eighty-Two Hundredths feet (242.82'), to a point of curvature, thence;

Northeasterly and curving to the right along the arc of a curve having a radius of Two Hundred Eighty and No Hundredths feet (280.00'), a length of Thirty and Ninety-Six Hundredths feet (30.96') to the point of beginning. The previous course bounds on said Galileo Galilei Way.

The above described parcel of land contains an area of 8,815 square feet more or less in Cambridge and is more particularly shown as Lot C-1 on a plan entitled "Master Easement Plan in Cambridge, Massachusetts," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts, Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONC-2

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

Beginning at the northwest corner of the herein described parcel One Hundred Eighty-Nine and Ninety Hundredths feet (189.90') south from the southerly side of Binney Street, thence;

S 60° 30' 18" E a distance of One Hundred Six and No Hundredths feet (106.00') to a point, thence;

S 29° 29' 42" W a distance of Thirty and No Hundredths feet (30.00') to a point, thence;

N 60° 30' 18" W a distance of One Hundred Six and No Hundredths feet (106.00') to a point, thence;

N 29° 20' 42" E a distance of Thirty and No Hundredths feet (30.00') to the point of beginning.

The above described parcel of land contains an area of 3,180 square feet more or less in Cambridge, and is more particularly shown as Lot C-2 on a plan entitled "Master Easement Plan of Land in Cambridge, Massachusetts," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts, Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.



LEGAL DESCRIPTIONC-3

A certain parcel of land situated on the westerly side of a pedestrian way in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the southeast corner of the herein described parcel on the westerly side of a pedestrian way, thence;

N 60° 30' 18" W a distance of Two Hundred Five and Two Hundredths feet (205.02') to a point, thence;

S 29° 29' 42" W a distance of Three and No Hundredths feet (3.00') to a point, thence;

S 60° 30' 18" E a distance of Two Hundred Five and Two Hundredths feet (205.02'), to a point, thence;

N 29° 31' 14" E a distance of Three and No Hundredths feet (3.00') by said pedestrian way to the point of beginning.

The above described parcel of land contains an area of 615 square feet more or less in Cambridge and is more particularly shown as Lot C-3 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONC-4

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

Beginning at the northwest corner of the herein described parcel Two Hundred Forty-One and Sixty-Eight Hundredths feet (241.68'), south of southerly sideline of Binney Street, thence;

S 60° 30' 18" E a distance of Two Hundred Twelve and Forty-Two Hundredths feet (212.42'), thence;

Southwesterly and curving to the right along the arc of a curve having a radius of Three Hundred Twelve and Seventy-One Hundredths feet (312.71'), a length of Eight and Fifty-One Hundredths feet (8.51') to a point, thence;

S 29° 31' 14" W a distance of Eighteen and Forty-Nine Hundredths feet (18.49'), the previous two (2) courses by a pedestrian way, to a point, thence;

N 60° 30' 18" W a distance of Two Hundred Twelve and Fifty-Two Hundredths feet (212.52') to a point, thence;

N 29° 29' 42" E a distance of Twenty-Seven and No Hundredths feet (27.00'), to the point of beginning.

The above described parcel of land contains an area of 5,740 square feet more or less in Cambridge and is more particularly shown as Lot C-4 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

10.Y3182

82-107

LEGAL DESCRIPTIOND-1

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

Beginning at the southwest corner of the herein described parcel Twenty-Nine and Sixty-Seven Hundredths feet (29.67') north of the northerly side of Broadway, thence;

S 51° 16' 09" E a distance of One Hundred Eighteen and Five Hundredths feet (118.05') to a point of curvature, thence;

Northeasterly and curving to the left along the arc of a curve having a radius of Twenty-Five and No Hundredths (25.00'), a length of Fifteen and Nineteen Hundredths feet (15.19') to a point, thence;

N 29° 29' 42" E a distance of Five and No Hundredths feet (5.00') to a point, thence;

N 51° 16' 09" W a distance of One Hundred Twenty-Two and Fifty-Nine Hundredths feet (122.59') to a point, thence;

S 29° 29' 42" W a distance of Twenty and No Hundredths feet (20.00'), to the point of beginning.

The above described parcel of land contains an area of 2,400 square feet more or less in Cambridge and is more particularly shown as Lot D-1 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONE-1

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

Beginning at the northwest corner of the herein described parcel on the southerly sideline of Binney Street, thence;

- S 29° 29' 42" W a distance of One Hundred Seventy-Seven and Forty-Two Hundredths feet (177.42') to a point, thence;
- N 81° 30' 00" E a distance of Five and Seventy Hundredths feet (5.70') to a point, thence;
- S 60° 30' 18" E a distance of One and Fifty Hundredths feet (1.50') to a point, thence;
- N 29° 29' 42" E a distance of One Hundred Seventy-Four and Twenty-Two Hundredths feet (174.22') to a point of curvature, thence;
- Northwesterly and curving to the left along the arc of a curve having a radius of Ten and No Hundredths (10.00'), a length of Six and One Hundredths feet (6.01'), to a point, thence;
- N 80° 28' 35" W a distance of Zero and Nine Hundredths feet (0.09') to the point of beginning.

The above described parcel of land contains an area of 1,055 square feet more or less in Cambridge and is more particularly shown as Lot E-1 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONE-2

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

Beginning at the northwest corner of the herein described parcel One Hundred Seventy-Seven and Forty-Two Hundredths feet (177.42') southwest from the southerly sideline of Binney Street, thence;

S 29° 29' 42" W a distance of Thirty-Eight and Twenty-One Hundredths feet (38.21') to a point, thence;

N 81° 30' 00" E a distance of Seven and Sixty-One Hundredths feet (7.61') to a point, thence;

N 29° 29' 42" E a distance of Thirty-Seven and Four Hundredths feet (37.04') to a point, thence;

N 60° 30' 18" W a distance of One and Fifty Hundredths feet (1.50') to a point, thence;

S 81° 30' 00" W a distance of Five and Seventy Hundredths feet (5.70'), to the point of beginning.

The above described parcel of land contains an area of 230 square feet more or less in Cambridge and is more particularly shown as Lot E-2 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONE-3

A certain parcel of land situated on the easterly side of Galileo Galilei Way in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the southwest corner of the herein described parcel Two Hundred Thirty-Seven and Forty-Five Hundredths feet (237.45') southeast from the easterly sideline of Galileo Galilei Way, thence;

N 29° 29' 42" E a distance of Two Hundred Eighty-Two and Thirty-One Hundredths feet (282.31') to a point, thence;

N 81° 30' 00" E a distance of Seven and Sixty-One Hundredths feet (7.61') to a point, thence;

S 29° 29' 42" W a distance of Two Hundred Eighty-Seven and No Hundredths feet (287.00') to a point, thence;

N 60° 30' 18" W a distance of Six and No Hundredths feet (6.00'), to the point of beginning.

The above described parcel of land contains an area of 1,705 square feet more or less in Cambridge and is more particularly shown as Lot E-3 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONE-4

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

Beginning at the southeast corner of the herein described parcel One Hundred Thirty-Five and No Hundredths feet (135.00') north from the northerly side of Broadway, thence;

N 13° 37' 02" W a distance of Twelve and Forty-Four Hundredths feet (12.44'), to the point of beginning.

N 29° 29' 42" E a distance of Twenty and No Hundredths feet (20.00') to a point, thence;

S 13° 37' 02" E a distance of Twelve and Forty-Four Hundredths feet (12.44') to a point, thence;

S 29° 29' 42" W a distance of Twenty and No Hundredths feet (20.00') to a point, thence;

The above described parcel of land contains an area of 170 square feet more or less in Cambridge and is more particularly shown as Lot E-4 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONE-5

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

Beginning at the southeast corner of the herein described parcel in the northerly line of Broadway, thence;

- N 29° 29' 42" E a distance of Fifty and No Hundredths feet (50.00') to a point, thence;
- S 60° 30' 18" E a distance of Four and No Hundredths feet (4.00') to a point, thence;
- N 29° 29' 42" E a distance of Forty-Five and Fifteen Hundredths feet (45.15') to a point, thence;
- N 60° 30' 18" W a distance of Four and No Hundredths feet (4.00') to a point, thence;
- N 29° 29' 42" E a distance of Thirty-Eight and Eighty-Five Hundredths feet (38.85') to a point, thence;
- N 60° 30' 18" W a distance of Twenty and Fifty Hundredths feet (20.50') to a point, thence;
- S 29° 29' 42" W a distance of One Hundred Thirty-Four and No Hundredths feet (134.00'), to a point, thence;
- S 60° 30' 18" E a distance of Twenty and Fifty Hundredths feet (20.50') along the northerly side of Broadway to the point of beginning.

The above described parcel of land contains an area of 2,930 square feet more or less in Cambridge and is more particularly shown as Lot E-5 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.



LEGAL DESCRIPTIONE-6

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

Beginning at the southwest corner of the herein described parcel Fifty and No Hundredths feet (50.00') north from the northerly side of Broadway, thence;

S 60° 30' 18" E a distance of Thirty and No Hundredths feet (30.00') to a point, thence;

N 29° 29' 42" E a distance of Forty-Five and Fifteen Hundredths feet (45.15') to a point, thence;

N 60° 30' 18" W a distance of Thirty and No Hundredths feet (30.00') to a point, thence;

S 29° 29' 42" W a distance of Forty-Five and Fifteen Hundredths feet (45.15'), to the point of beginning.

The above described parcel of land contains an area of 1,355 square feet more or less in Cambridge and is more particularly shown as Lot E-6 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONE-7

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

Beginning at the southwest corner of the herein described parcel One Hundred Thirty-Four and No Hundredths feet (134.00') north from the northerly side of Broadway, thence;

S 60° 30' 18" E a distance of Six and No Hundredths feet (6.00') to a point, thence;

N 29° 29' 42" E a distance of Twenty and No Hundredths feet (20.00') to a point, thence;

N 60° 30' 18" W a distance of Six and No Hundredths feet (6.00') to a point, thence;

S 29° 29' 42" W a distance of Twenty and No Hundredths feet (20.00'), to the point of beginning.

The above described parcel of land contains an area of 120 square feet more or less in Cambridge and is more particularly shown as Lot E-7 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONE-8

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

Beginning at the southwest corner of the herein described parcel One Hundred Fifty-Four and No Hundredths feet (154.00') north from the northerly side of Broadway, thence;

S 60° 30' 18" E a distance of Six and No Hundredths feet (6.00') to a point, thence;

N 29° 29' 42" E a distance of Ten and No Hundredths feet (10.00') to a point, thence;

N 60° 30' 18" W a distance of Six and No Hundredths feet (6.00') to a point, thence;

S 29° 29' 42" W a distance of Ten and No Hundredths feet (10.00'), to the point of beginning.

The above described parcel of land contains an area of 60 square feet more or less in Cambridge and is more particularly shown as Lot E-8 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONE-9

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

Beginning at the southwest corner of the herein described parcel One Hundred Sixty-Four and No Hundredths feet (164.00') north of the northerly line of Broadway, thence;

S 60° 30' 18" E a distance of Six and No Hundredths feet (6.00') to a point, thence;

N 29° 29' 42" E a distance of Two Hundred Eighty-Three and Four Hundredths feet (283.04') to a point, thence;

N 60° 30' 18" W a distance of Six and No Hundredths feet (6.00') to a point, thence;

S 29° 29' 42" W a distance of Two Hundred Eighty-Three and Four Hundredths feet (283.04'), to the point of beginning.

The above described parcel of land contains an area of 1,700 square feet more or less in Cambridge and is more particularly shown as Lot E-9 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONE-10

A certain parcel of land situated on the westerly side of a pedestrian way in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the southeast corner of the herein described parcel Two Hundred Five and Two Hundredths feet (205.02') west from the westerly side of a pedestrian way, thence;

N 60° 30' 18" W a distance of Six and No Hundredths feet (6.00') to a point, thence;

N 29° 29' 42" E a distance of Three and No Hundredths feet (3.00') to a point, thence;

S 60° 30' 18" E a distance of Six and No Hundredths feet (6.00') to a point, thence;

S 29° 29' 42" W a distance of Three and No Hundredths feet (3.00'), to the point of beginning.

The above described parcel of land contains an area of 20 square feet more or less in Cambridge and is more particularly shown as Lot E-10 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONF-1

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

Beginning at the southeast corner of the herein described parcel Seventy-Three and No Hundredths feet (73.00') north from the northerly side of Broadway, thence;

- N 60° 30' 18" W a distance of One Hundred Seven and Ninety-Two Hundredths feet (107.92') to a point, thence;
- N 15° 30' 18" W a distance of Eighteen and Forty-Nine Hundredths feet (18.49'), to the point of beginning.
- N 29° 29' 42" E a distance of Six and Ninety-Three Hundredths feet (6.93') to a point, thence;
- S 60° 30' 18" E a distance of One Hundred Twenty and Ninety-Nine Hundredths feet (120.99') to a point, thence;
- S 29° 29' 42" W a distance of Twenty and No Hundredths feet (20.00') to a point, thence;

The above described parcel of land contains an area of 2,335 square feet more or less in Cambridge and is more particularly shown as Lot F-1 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONF-2

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

Beginning at the southwest corner of the herein described parcel One Hundred Thirty-Four and No Hundredths feet (134.00') north from the northerly side of Broadway, thence;

S 60° 30' 18" E a distance of Ninety-One and Eighty-One Hundredths feet (91.81') to a point, thence;

N 29° 29' 42" E a distance of Thirty and No Hundredths feet (30.00') to a point, thence;

N 60° 30' 18" W a distance of Ninety-One and Eighty-One Hundredths feet (91.81') to a point, thence;

S 29° 29' 42" W a distance of Thirty and No Hundredths feet (30.00'), to the point of beginning.

The above described parcel of land contains an area of 2,755 square feet more or less in Cambridge and is more particularly shown as Lot F-2 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONG-1

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

Beginning at the northwest corner of the herein described parcel on the southerly side of Binney Street, thence;

- S 29° 29' 42" W a distance of One Hundred Eighty-Six and Eighty-One Hundredths feet (186.81') to a point, thence;
- S 60° 30' 18" E a distance of Eight and Fifty Hundredths feet (8.50') to a point, thence;
- N 29° 29' 42" E a distance of One Hundred Eighty-Nine and Ninety Hundredths feet (189.90') to a point, thence;
- N 80° 28' 35" W a distance of Nine and Four Hundredths feet (9.04') by sideline of Binney Street to the point of beginning.

The above described parcel of land contains an area of 1600 square feet more or less in Cambridge and is more particularly shown as Lot G-1 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.



LEGAL DESCRIPTIONG-2

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

Beginning at the northwest corner of the herein described parcel One Hundred Eighty-Six and Eighty-One Hundredths feet (186.81') southwest from the southerly sideline of Binney Street, thence;

S 60° 30' 18" E a distance of Eight and Fifty Hundredths feet (8.50') to a point, thence;

S 29° 29' 42" W a distance of Thirty and No Hundredths feet (30.00') to a point, thence;

N 60° 30' 18" W a distance of Eight and Fifty Hundredths feet (8.50') to a point, thence;

N 29° 29' 42" E a distance of Thirty and No Hundredths feet (30.00'), to the point of beginning.

The above described parcel of land contains an area of 255 square feet more or less in Cambridge and is more particularly shown as Lot G-2 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONG-3

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

Beginning at the southwest corner of the herein described parcel Ninety-Three and No Hundredths feet (93.00') north from the northerly side of Broadway, thence;

S 60° 30' 18" E a distance of Twenty-One and Thirty-Five Hundredths feet (21.35') to a point, thence;

N 15° 30' 18" W a distance of Twenty-One and One Hundredths feet (21.01') to a point, thence;

N 29° 29' 42" E a distance of Three Hundred Thirty-Nine and Nineteen Hundredths feet (339.19') to a point, thence;

N 60° 30' 18" W a distance of Eight and Fifty Hundredths feet (8.50') to a point, thence;

S 29° 29' 42" W a distance of Two Hundred Ninety-Four and Four Hundredths feet (294.04'), to a point, thence;

S 60° 30' 18" E a distance of Two and No Hundredths feet (2.00') to a point thence;

S 29° 29' 42" W a distance of Sixty and No Hundredths feet (60.00'), to the point of beginning.

The above described parcel of land contains an area of 3,000 square feet more or less in Cambridge and is more particularly shown as Lot G-3 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONG-4

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

Beginning at the southeast corner of the herein described parcel Eighty-Six and Seven Hundredths feet (86.07') north from the northerly side of Broadway, thence;

- N 29° 29' 42" E a distance of Sixty-Six and Ninety-Three Hundredths feet (66.93') to a point, thence;
- N 60° 30' 18" W a distance of Two and No Hundredths feet (2.00') to a point, thence;
- S 29° 29' 42" W a distance of Sixty-Four and Ninety-Three Hundredths feet (64.93') to a point, thence;
- S 15° 30' 18" E a distance of Two and Eighty-Three Hundredths feet (2.83'), to the point of beginning.

The above described parcel of land contains an area of 130 square feet more or less in Cambridge and is more particularly shown as Lot G-4 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONG-5

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

Beginning at the southeast corner of the herein described parcel Forty-Nine and Sixty-Seven Hundredths feet (49.67') north from the northerly side of Broadway, thence;

N 29° 29' 42" E a distance of Thirty-Six and Forty Hundredths feet (36.40') to a point, thence;

N 15° 30' 18" W a distance of Two and Eighty-Three Hundredths feet (2.83') to a point, thence;

S 29° 29' 42" W a distance of Thirty-Eight and Seven Hundredths feet (38.07') to a point, thence;

S 51° 16' 09" E a distance of Two and Three Hundredths feet (2.03'), to the point of beginning.

The above described parcel of land contains an area of 75 square feet more or less in Cambridge and is more particularly shown as Lot G-5 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONG-6

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

Beginning at the southeast corner of the herein described parcel Twenty-Nine and Sixty-Seven Hundredths feet (29.67') north from the northerly side of Broadway, thence;

N 29° 29' 42" E a distance of Twenty and No Hundredths feet (20.00') to a point, thence;

N 51° 16' 09" W a distance of Two and Three Hundredths feet (2.03') to a point, thence;

S 29° 29' 42" W a distance of Twenty and No Hundredths feet (20.00') to a point, thence;

S 51° 16' 09" E a distance of Two and Three Hundredths feet (2.03'), to the point of beginning.

The above described parcel of land contains an area of 40 square feet more or less in Cambridge and is more particularly shown as Lot G-6 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

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LEGAL DESCRIPTIONG-7

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

Beginning at the southeast corner of the herein described parcel Fifteen and Twenty Hundredths feet (15.20') north of the northerly line of Broadway, thence;

N 29° 29' 42" E a distance of Fourteen and Forty-Seven Hundredths feet (14.47') to a point, thence;

N 51° 16' 09" W a distance of Two and Three Hundredths feet (2.03') to a point, thence;

S 29° 29' 42" W a distance of Five and No Hundredths feet (5.00') to a point of curvature, thence;

Southwesterly and curving to the left along an arc of a curve having a radius of Twenty-Five and No Hundredths feet (25.00'), a length of Ten and Seven Hundredths feet (10.07'), to the point of beginning.

The above described parcel of land contains an area of 25 square feet more or less in Cambridge and is more particularly shown as Lot G-7 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONG-8

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

Beginning at the southeast corner of the herein described parcel Ninety-Three and No Hundredths feet (93.00') north of the northerly sideline of Broadway, thence;

N 29° 29' 42" E a distance of Forty-Two and No Hundredths feet (42.00') to a point, thence;

N 13° 37' 02" W a distance of Twelve and Forty-Four Hundredths feet (12.44') to a point, thence;

S 29° 29' 42" W a distance of Fifty-One and Eight Hundredths feet (51.08') to a point, thence;

S 60° 30' 18" E a distance of Eight and Fifty Hundredths feet (8.50') to the point of beginning.

The above described parcel of land contains an area of 395 square feet more or less in Cambridge and is more particularly shown as Lot G-8 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONG-9

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

Beginning at the southeast corner of the herein described parcel One Hundred Fifty-Five and No Hundredths feet (155.00') north of the northerly line of Broadway, thence;

N 29° 29' 42" E a distance of Two Hundred Ninety-Two and Four Hundredths feet (292.04') to a point, thence;

N 60° 30' 18" W a distance of Eight and Fifty Hundredths feet (8.50') to a point, thence;

S 29° 29' 42" W a distance of Two Hundred Eighty-Two and Ninety-Six Hundredths feet (282.96') to a point, thence;

S 13° 37' 02" E a distance of Twelve and Forty-Four Hundredths feet (12.44'), to the point of beginning.

The above described parcel of land contains an area of 2,445 square feet more or less in Cambridge and is more particularly shown as Lot G-9 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.



LEGAL DESCRIPTIONG-10

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

Beginning at the northeast corner of the herein described parcel Two Hundred Thirty-One and Fifty-One Hundredths feet (231.51') south of the southerly sideline of Binney Street, thence;

S 29° 29' 42" W a distance of Thirty and No Hundredths feet (30.00') to a point, thence;

N 60° 30' 18" W a distance of Eight and Fifty Hundredths feet (8.50') to a point, thence;

N 29° 29' 42" E a distance of Thirty and No Hundredths feet (30.00') to a point, thence;

S 60° 30' 18" E a distance of Eight and Fifty Hundredths feet (8.50') to the point of beginning.

The above described parcel of land contains an area of 255 square feet more or less in Cambridge and is more particularly shown as Lot G-10 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

LEGAL DESCRIPTIONG-11

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

Beginning at the northeast corner of the herein described parcel Forty-Two and Eight Two Hundredths feet (42.82') south from the southerly sideline of Binney Street, thence;

S 29° 29' 42" W a distance of One Hundred Eighty-Eight and Sixty-Nine Hundredths feet (188.69') to a point, thence;

N 60° 30' 18" W a distance of Eight and Fifty Hundredths feet (8.50') to a point, thence;

N 29° 29' 42" E a distance of Two Hundred Nine and Sixty-One Hundredths feet (209.61') to a point of curvature, thence;

Southeasterly and curving to the right along the arc of a curve having a radius of Thirty and No Hundredths feet (30.00'), a length of Twenty-Three and Fifteen Hundredths feet (23.15'), to the point of beginning.

The above described parcel of land contains an area of 1,725 square feet more or less in Cambridge and is more particularly shown as Lot G-11 on a plan entitled "Master Easement Plan," prepared for Boston Properties, prepared by Allen, Demurjian, Major & Nitsch, Inc., 806 Massachusetts Avenue, Cambridge, Massachusetts, Scale 40 feet to an inch, last revised April 5, 1989.

BOSTON, MA 02116  
8 WASHINGTON STREET  
FREDERICK J. DEANGELO, Esquire

DOCUMENT 818929

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