

EASEMENT AGREEMENT

(TRACT VII OF PARCEL 2)

THIS EASEMENT AGREEMENT (this ("Agreement") is made this 28 day of March 2017, by and between **BIOGEN REALTY LIMITED PARTNERSHIP**, a Massachusetts limited partnership having its office at 225 Binney Street, Cambridge, Massachusetts (hereinafter referred to, together with its successors and assigns, as "**Biogen**"), and Bryan J. Koop, Mortimer B. Zuckerman and Michael A. Cantalupa, as Trustees of **ELEVEN CAMBRIDGE CENTER TRUST** (hereinafter referred to, together with its successors and assigns, as "**Eleven CCT**") u/d/t dated April 15, 1983, and recorded with the Middlesex South District Registry of Deeds (the "**Registry**") in Book 15014, Page 396, as amended, and not individually, having its office c/o Boston Properties Limited Partnership, 800 Boylston Street, 19th Floor, Boston, Massachusetts 02116. Biogen and Eleven CCT are sometimes referred to herein together as the "**Parties**".

WITNESSETH:

WHEREAS, Eleven CCT is the owner of that certain parcel of land shown as "Tract II" on that certain Master Easement Plan recorded with the Registry as Plan No. 253 of 1990 ("**Tract II**"); and

WHEREAS, Biogen is the owner of that certain parcel of land adjacent to and immediately north of Tract II, and shown as "Tract VII" on that certain Plan of Land recorded with the Registry as Plan No. 214 of 2000, pursuant to a deed recorded with the Registry in Book 33975, Page 597 ("**Tract VII**"); and

WHEREAS, Eleven CCT now desires to reconstruct the existing building on Tract II and relocate an existing pedestrian passageway from Tract II to Tract VII, and requires that easement rights be granted over the portion of Tract VII adjacent to Tract II to facilitate the same, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

1. Easement to Eleven CCT for Passage and for Construction and Maintenance.

(A) Biogen hereby grants to Eleven CCT a permanent easement and right to use the area within Tract VII containing 2,526 square feet, more or less, shown as “New Easement Area C” on that certain Easement Plan dated February, 24, 2017 and prepared by Vanasse Hangen Brustlin, and recorded in the Registry herewith (“**New Easement C**”). This easement is granted for the following purpose: (a) for pedestrian access over and across New Easement Area C, in common with those claiming by, through and under Eleven CCT, Biogen, and members of the public, from the boundary of Tract II to both (i) the adjacent public right of way commonly known as Galileo Galilei Way to the west of Tract VII (the “**Western Right of Way**”) and (ii) any pedestrian paths or roadways now or hereafter existing immediately to the east of Tract VII which such persons may have a right of access (the “**Eastern Right of Access**”); (b) to construct and place within that portion of New Easement Area C that is within three feet (3’) from the boundary between Tract II and Tract IV such subsurface foundations, footings, and other subsurface structures as may be necessary or convenient to support any building constructed on Tract II, and to maintain and replace such foundations, footings, and other subsurface structures as may be necessary or convenient and (c) to construct and maintain landscaping (including, without limitation, trees, shrubs and similar plantings) and pedestrian paths within New Easement Area C, such landscaping and pedestrian paths to be constructed in accordance with plans subject to the prior written approval of Biogen, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, that from time to time in the case of any such work or activity described in subparagraph (b), Eleven CC Trust shall restore New Easement Area C to the condition it was in immediately prior thereto (including restoring and replacing any pedestrian pathway constructed therein) and shall remove all debris therefrom. Upon completion, the pedestrian pathway and other improvements within New Easement Area C shall be maintained by Eleven CCT at its sole expense, and Eleven CCT shall at all times maintain New Easement Area C in a neat and clean condition, with landscaping properly maintained, and any paved areas policed and kept clear from snow and ice accumulations (the “Maintenance Work”).

(B) If at any time during the term of this Agreement, Biogen deems, in its reasonable discretion, that Eleven CCT has failed to perform the Maintenance Work substantially to the standard set forth in Paragraph 1(A) above, then Biogen may, as its sole and exclusive remedy for such a failure, and upon ten (10) days’ prior written notice to Eleven CCT (a “Maintenance

Work Notice”), elect (but shall have no obligation) to undertake any necessary Maintenance Work that Eleven CCT fails to perform within such ten (10) day period. Notwithstanding the foregoing, upon receipt of a Maintenance Work Notice, Eleven CCT shall have the right to contest, in good faith, any or all of the assertions and demands set forth in such Maintenance Work Notice by delivering written notice of its objections (each, an “Objection Notice”) prior to the expiration of the aforementioned ten (10) day period, and upon receipt of such an Objection Notice, Biogen shall have no right to be reimbursed for any of its costs (as provided below) or to record a lien against Tract II (as provided below) if it elects to perform any Maintenance Work. In the event (1) Eleven CCT fails to deliver an Objection Notice and fails to perform the Maintenance Work described in the Maintenance Work Notice within said ten (10) day period and (2) Biogen elects to perform the Maintenance Work described in its Maintenance Work Notice, then Eleven CCT shall promptly reimburse Biogen for the reasonable out-of-pocket costs actually incurred by Biogen to perform such Maintenance Work, plus all costs of collection, provided Biogen has delivered written notice to Eleven CCT setting forth a detailed breakdown of such costs with copies of any invoices from third parties pertaining to such Maintenance Work (each, a “Reimbursement Notice”). Eleven CCT shall not be liable for any costs incurred by Biogen for work items not described in the Maintenance Work Notice. Notwithstanding any of the foregoing to the contrary, in the case of any (x) emergency situation that Biogen reasonably determines requires immediate action, or (y) any demand or other action by a governmental board, commission, agency or other official that requires immediate action, Biogen shall endeavor to give Eleven CCT notice thereof, but such notice shall not be a prerequisite to Biogen’s right (without creating any obligation) to perform such Maintenance Work as may be reasonably necessary without regard to any 10-day period, and Eleven CCT will reimburse Biogen for the reasonable out-of-pocket costs actually incurred by Biogen to perform such Maintenance Work. In the event Eleven CCT fails to reimburse Biogen for such costs within thirty (30) days of Eleven CCT’s receipt of the Reimbursement Notice, Biogen shall have the right to record a lien against Tract II for the amount of said costs (plus costs of collection), which amount shall bear interest at the rate per annum of five percent (5%) above the then “prime rate” in effect at Bank of America (or its successor) in Boston, Massachusetts, or the maximum rate allowed by law, whichever is less, until paid.

(C) With the prior written consent of both Eleven CCT and Biogen, the location, size, and

dimensions of New Easement C and the pedestrian pathway to be constructed as aforesaid (i) may be relocated from time to time to accommodate the final design and location of such pedestrian pathway, and (ii) may be relocated from time to time by Eleven CCT on other land on Tract VII south of the existing building located on Tract VII, so long as in any such case such relocated easement shall (a) provide a pedestrian pathway no less than six (6) feet in width providing continuous access to the Western Right of Way, the Eastern Right of Access, and to any entrance to any building from time to time constructed on Tract II, and (b) provide for satisfactory access for construction, repair, reconstruction or maintenance as aforesaid. Such consent shall not be unreasonably withheld, conditioned or delayed by either Eleven CCT or Biogen. Further, said easement may be terminated in whole or in part at any time by the mutual agreement of Eleven CCT and Biogen. Notwithstanding the foregoing, however, if any subsurface foundations, footings and other subsurface structures shall have been constructed for any building on an adjacent parcel as provided herein, then the rights to place, maintain, and replace the same as provided herein shall continue and not be affected by any relocation or termination of other rights granted herein.

2. Indemnity. Eleven CCT agrees to indemnify and hold harmless Biogen, its members, partners, officers, directors, employees, agents, attorneys and their respective successors and assigns, from any and all loss, cost, damage or expense (including but not limited to reasonable attorneys' fees) arising out of or resulting from the negligence or willful misconduct of Eleven CCT or its employees, agents, tenants, contractors, licensees and invitees (but not members of the public generally) in exercising any of their rights hereunder, or from the exercise of the rights granted herein, or the failure of Eleven CCT to perform its obligations hereunder, whether or not such action or claim is insured or insurable (excluding, however, any such loss, cost, damage or expense, to the extent arising out of or resulting from the negligence or willful misconduct of Biogen or its employees, agents, tenants, contractors, licensees and invitees). Such indemnification agreement shall survive the termination of this Agreement.

3. Obligations Performed; Liability. The obligations to be performed by Eleven CCT hereunder shall be performed by the Trustees acting as such pursuant to the authority vested in them under the Declaration of Trust establishing said Trust. The name "the Trustees" or the "Trust" or "Eleven CCT" refers to the Trustees under the Declaration of Trust in their capacity as

Trustees, and not individually or personally, and no Trustee or beneficiary of said Trust shall be held to any personal liability hereunder, nor shall resort be had to their private property for the satisfaction of any claim hereunder or in connection with the affairs of the Trust, and Biogen hereby agrees, for itself and its successors and assigns, to look solely to the Trust's interest in Tract II, together with the rents, issues, profits and proceeds thereof, for the satisfaction of any monetary claim hereunder, and not to any other asset of the Trust or any assets of the Trust. Any action required or permitted to be performed by Eleven CCT under this Agreement may be performed on behalf of Eleven CCT by Boston Properties Limited Partnership ("Boston Properties"), a Delaware limited partnership with a place of business at 800 Boylston Street, 19th Floor, Boston, Massachusetts, and any action or inaction by Boston Properties or its affiliates and subsidiaries, or any agent, employee, contractor of the foregoing, shall be deemed an action or inaction of the Trust. Biogen shall be entitled to rely conclusively on such action taken by Boston Properties.

No officer, director, member or shareholder of Biogen shall be held to any personal liability hereunder, nor shall resort be had to their private property for the satisfaction of any claim hereunder or in connection with the affairs of Biogen, and Eleven CCT hereby agrees, for itself and its successors and assigns, to look solely to Biogen's interest from time to time in Tract VII for the satisfaction of any claim hereunder, and not to any other assets of Biogen.

4. Matters of Record. The easements and rights of use granted herein are subject to all existing encumbrances, easements, restrictions and rights of way of record, if any. The easements and rights of use granted herein run with the land and are binding on and inure to the benefit of Biogen and Eleven CCT and their respective successors and assigns. Further, the easements and rights of use granted herein may be terminated at any time by the then owner of the land benefited by the easement, which termination shall be evidenced by the execution and recordation of an appropriate instrument of termination.

5. Insurance. Prior to Eleven CCT entering New Easement Area C, and thereafter throughout the term of this Agreement, Eleven CCT shall maintain or cause to be maintained commercial general liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the exercise of Eleven CCT's

rights hereunder, with limits of coverage of at least Five Million Dollars (\$5,000,000.00) combined single limit for personal injury and property damage per occurrence. Any such commercial general liability insurance maintained by Eleven CCT shall name Biogen as an additional insured thereunder. All such commercial general liability insurance shall be carried by a financially responsible insurance company or companies authorized to do business in the Commonwealth of Massachusetts. Such insurance may be carried under a “blanket” or umbrella policy or policies covering other properties of the party and its parent, subsidiary or affiliated corporations or entities. Upon the request of Biogen, Eleven CCT shall furnish certificates of insurance evidencing the existence of the insurance required to be carried pursuant hereto. Eleven CCT shall likewise maintain in full force and effect “special form” casualty or property insurance for any improvements or alterations made by or for Eleven CCT in, on or under New Easement Area C or any other portion of Tract VII (with coverage of no less than the full replacement cost thereof), and which shall contain a waiver by the insurer of any rights of subrogation against Biogen. Eleven CCT waives any and all claims against Biogen with respect to any loss of or damage to any such improvements or alterations, but only to the extent of the limits of the insurance carried (or required to be carried) with respect thereto as provided herein.

6. Performance of Work. All work to be performed hereunder shall be performed by Eleven CCT in a good and workmanlike manner and in compliance with all applicable laws, rules, regulations and ordinances and at Eleven CCT’s sole cost and expense. Eleven CCT shall be solely responsible for obtaining any permits or approvals required in connection with work described herein.

7. Existing Activity and Use Limitation. In accordance with 310 CMR 40.1074(5), Biogen hereby gives Eleven CCT notice of an Activity and Use Limitation (the “AUL”) that affects Tract VII, notice of which is recorded with the Registry in Book 68063, Page 489. In performing any work or other activity on Tract VII pursuant to this Agreement, Eleven CCT and its agents, employees and contractors will observe all requirements and conditions of the AUL, and the indemnification obligation of Eleven CCT described in Section 2 above will include specifically (but without limitation) any failure to comply with and observe such requirements and conditions.

8. Bind and Inure. This Agreement and the rights and easements herein created shall run with Tract II and Tract VII, and any portion of either, and be binding and inure to the benefit of the parties and their respective successors and assigns.

9. Amendment to Agreement. Except as otherwise expressly provided above, this Agreement may not be terminated, released, modified or amended in whole or in part except by written instrument executed by Biogen and Eleven CCT and duly recorded with the Registry.

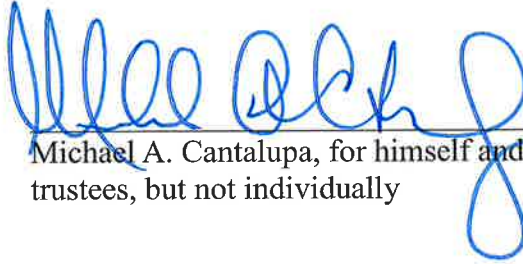
10. Reservation of Rights. Biogen shall have the right to use New Easement Area C, or any portion thereof, for any purpose or use not inconsistent with Eleven CCT's rights and obligations hereunder.

11. Consents. **[To determine whether any mortgage subordinations or tenant consents are required.]**

[Signatures commence on following page]

This Agreement is executed and effective as of the date first written above.

ELEVEN CAMBRIDGE CENTER TRUST,
a Massachusetts nominee trust

By: 
Michael A. Cantalupa, for himself and his fellow
trustees, but not individually

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

March 28, 2017


On this 28 day of March, 2017, before me, the undersigned notary public, personally appeared Michael A. Cantalupa (name of document signer), proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as Trustee of Eleven Cambridge Center Trust but not individually.




Notary Public
My Commission Expires: 3-21-19

BIOGEN REALTY LIMITED PARTNERSHIP,
a Massachusetts limited partnership

By: Biogen Realty Corporation, its general partner

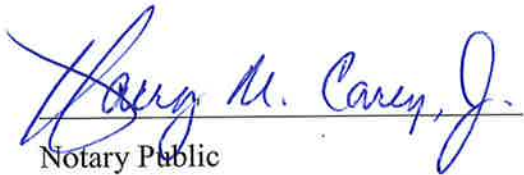
By: 
Name: Paul J. Clancy
Title: President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

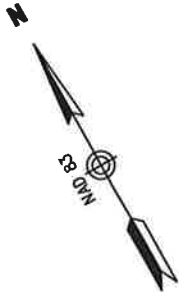
MARCH 27, 2017

On this 27th day of MARCH, 2017, before me, the undersigned notary public, personally appeared Paul J. Clancy (name of document signer), personally known to me or proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

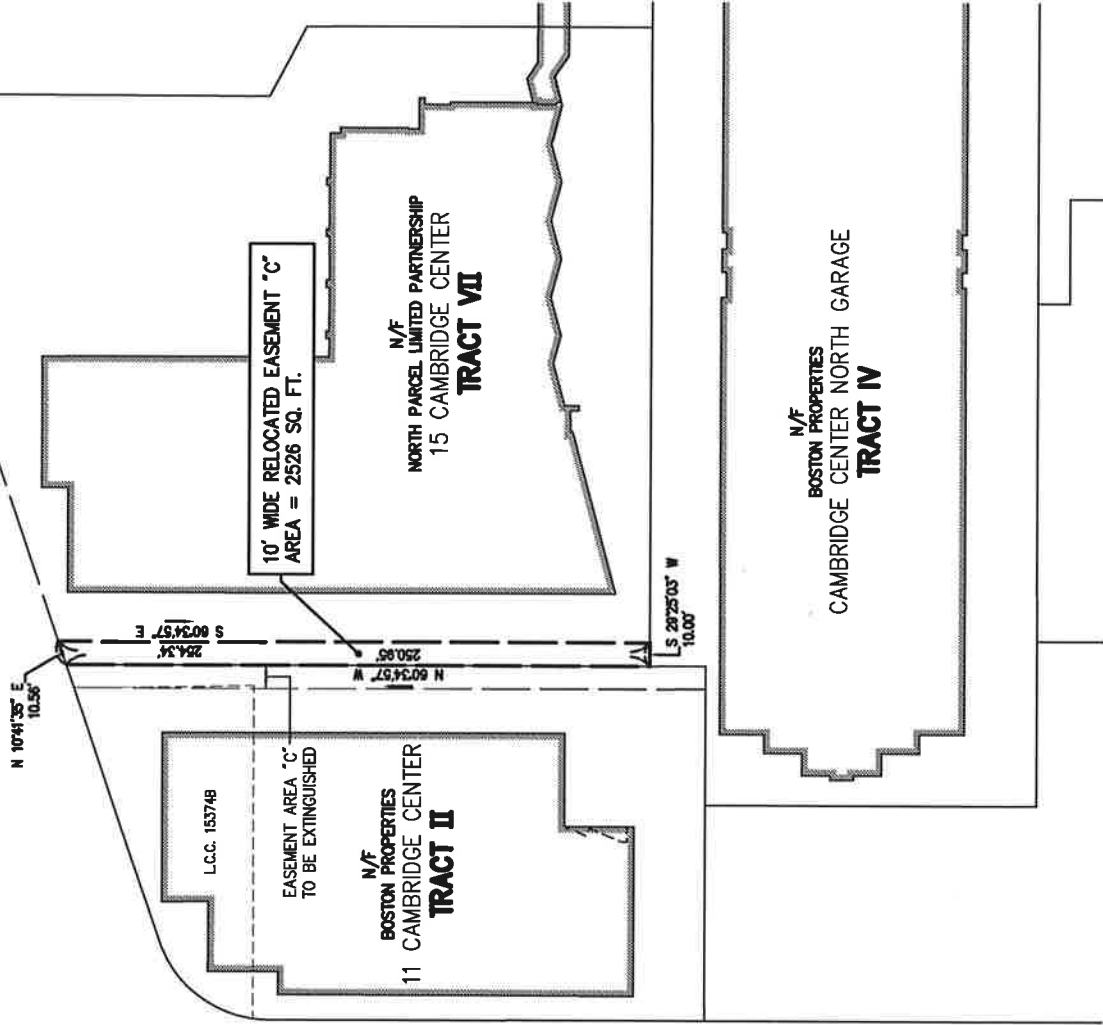

Notary Public

My Commission Expires July 26, 2017

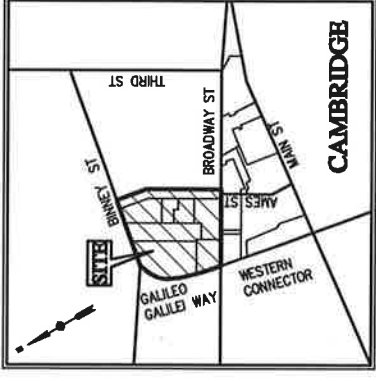




GALLEO GALILEI WAY
(PUBLIC - 100' WIDE)



BROADWAY
(PUBLIC - 100' WIDE)



Locus Map
(NOT TO SCALE)

Plan References

- REGISTRY OF DEEDS
- PLAN 636 OF 1962
- PLAN 1131 OF 1982
- PLAN 41 OF 1984
- PLAN 518 OF 1984
- PLAN 155 OF 1986 (11 SHEETS)
- PLANS 253 OF 1990 (12 SHEETS)
- PLAN 254 OF 1990
- PLAN 261 OF 1990
- PLAN 631 OF 1990
- PLANS 632 OF 1990
- PLANS 833 OF 1993
- PLANS 1251 OF 1994
- PLAN 214 OF 2000
- PLAN 346 OF 2003
- PLAN 577 OF 2003
- PLAN 556 OF 2005 (3 SHEETS)

LAND COURT
15374A
15374B

General Notes

- 1) THE PROPERTY LINES SHOWN ON THIS PLAN ARE BASED UPON AN ACTUAL FIELD SURVEY CONDUCTED BY VHB, INC. BETWEEN JUNE, 2011 & MAY 2016 AND FROM DEEDS AND PLANS OF RECORD.
- 2) THE EXISTING CONDITIONS SHOWN ON THIS PLAN ARE BASED UPON AN ACTUAL ON-THE-GROUND INSTRUMENT SURVEY PERFORMED BY VHB, INC. IN BETWEEN JUNE 2011 & MAY, 2016.
- 3) THE PURPOSE OF THIS PLAN IS TO:
 - a. EXTINGUISH EXISTING EASEMENT AREA "C"
 - b. CREATE NEW EASEMENT AREA "C"

EASEMENT EXHIBIT
IN
CAMBRIDGE
MASSACHUSETTS

PREPARED FOR: BOSTON PROPERTIES, INC.

PREPARED BY: Vanasse Hangen Brustlin, Inc.
Transportation, Land Development &
Environmental Services
101 Walnut Street, P.O. Box 9151
Watertown, MA 02471-9151
(617) 924-1770

SCALE: NOT TO SCALE DATE: FEBRUARY 24, 2017

Legal Description – Relocated Easement “C”

A certain easement over a parcel of land (Tract VII) situated east of Galileo Galilei Way and north of Broadway in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts.

Beginning at a point at the northwesterly corner of Tract II and the southwest corner of Tract VII; thence

N 10°41'35" E a distance of ten and fifty-six hundredths feet (10.56') by the easterly sideline of Galileo Galilei Way to a point; thence

S 60°34'57" E a distance of two hundred fifty-four and thirty-four hundredths feet (254.34') through Tract VII to a point; thence

S 29°25'03" W a distance of ten and no hundredths feet (10.00') by Tract IV to a point; thence

N 60°34'57" W a distance of two hundred fifty and ninety-five hundredths feet (250.95') by Tract II to the point of beginning.

The above described easement contains 2,526 square feet and is shown on a plan entitled “Easement Exhibit in Cambridge, Massachusetts” prepared for Boston Properties, Inc., prepared by Vanasse Hangen Brustlin, Inc., dated February 24, 2017.