

AM



Bk: 59885 Pg: 547 Doc: AMEND
Page: 1 of 11 08/30/2012 01:02 PM

Three, Four and Five Cambridge Center (Sixth, Main and Broadway),
Cambridge, Massachusetts

[Above This Line for Registry Use Only]

FIRST AMENDMENT TO EASEMENT AGREEMENT

This FIRST AMENDMENT TO EASEMENT AGREEMENT (this "Amendment") is made as of the 29th day of August, 2012, by and among BP FIVE CC LLC, a Delaware limited liability company ("Five CC"); BP FOUR CC LLC, a Delaware limited liability company ("Four CC"); Mortimer B. Zuckerman, Michael A. Cantalupa and Bryan J. Koop, as Trustees of TWO CAMBRIDGE CENTER TRUST, u/d/t dated as of March 15, 1985 and recorded with the Middlesex County (Southern District) Registry of Deeds (the "Registry of Deeds") in Book 16221, Page 423, as amended ("Two CCT"), but not individually; and Mortimer B. Zuckerman, Michael A. Cantalupa and Bryan J. Koop, as Trustees of THREE CAMBRIDGE CENTER TRUST, u/d/t dated as of March 15, 1985 and recorded with the Registry of Deeds in Book 16221, Page 433, as amended ("Three CCT"), but not individually; all having an address in care of Boston Properties, Inc., 800 Boylston Street, Suite 1900, Boston, Massachusetts 02199-8103. All terms having an initial capital letter that are used in this Amendment, including but not limited to any and all consents and exhibits attached hereto, shall be defined as provided in Section 1.

WHEREAS, the Trustees of Five Cambridge Center Trust ("Five CCT"), as the owner in fee of Tract I shown on the Easement Plan and the Subdivision Plan, and the Trustees of Four Cambridge Center Trust ("Four CCT"), as the owner in fee of Tract II and Tract III shown on the Easement Plan and the Subdivision Plan, entered into that certain Easement Agreement dated as of August 6, 1982, recorded with the Registry of Deeds in Book 14692, Page 81 and filed with the Middlesex County (Southern District) Registry District of the Land Court (the "Registry District") as Document No. 626276 (the "Original Easement Agreement");

PLEASE RETURN TO: JOANN ALLAN
FIRST AMERICAN TITLE INSURANCE COMPANY
101 HUNTINGTON AVENUE, 13TH FLOOR
BOSTON, MA 02119
988 OCS 2144286.5

WHEREAS, Five CC is the successor-in-interest, under the Original Easement Agreement, to Five CCT, as the owner in fee of Tract I shown on the Easement Plan and the Subdivision Plan, pursuant to that certain Quitclaim Deed dated as of November 29, 2006 and recorded with the Registry of Deeds in Book 48590, Page 597;

WHEREAS, Four CC is the successor-in-interest, under the Original Easement Agreement, to Four CCT, as owner in fee of Tract II shown on the Easement Plan and the Subdivision Plan, pursuant to that certain Quitclaim Deed dated as of November 29, 2006, recorded with the Registry of Deeds in Book 48591, Page 8 and filed with the Registry District as Document No. 1428736, including the registered portion of Tract II shown as Lot 3 on Land Court Plan No. 4356C, and described in Certificate of Title No. 238291, filed with the Registry District in Registration Book 1330, Page 38;

WHEREAS, Two CCT is the successor-in-interest, under the Original Easement Agreement, to Four CCT, as owner in fee of that certain portion of Tract III shown as Tract III A on that certain plan (Sheets 1 through 4) dated November 19, 1985, revised to September 5, 1986, Sheet 1 of 4 of which is entitled "Kendall Sq. Urban Renewal Area Cambridge, Mass.", Scale: 1" = 40', Prepared for Boston Properties by Allen & Demurjian, Inc., and Sheets 2, 3, and 4 of which are titled "Easement Plan of Land Cambridge, Mass.", Scale: 1" = 40', Prepared for Boston Properties by Allen & Demurjian, Inc., recorded with the Registry of Deeds as Plan No. 1334 of 1986 (the "Urban Renewal Plan"), pursuant to that certain Quitclaim Deed dated as of September 25, 1986, recorded with the Registry of Deeds in Book 17438, Page 125 and filed with the Registry District as Document No. 722729, including the registered portion of Tract III A shown as Lot 2 on Land Court Plan No. 4356C, and described in Certificate of Title No. 178988, filed with the Registry District in Registration Book 1025, Page 38;

WHEREAS, Three CCT is the successor-in-interest, under the Original Easement Agreement, to Four CCT, as owner in fee of that certain remaining portion of Tract III shown as Tract III B on the Urban Renewal Plan, pursuant to that certain Quitclaim Deed dated as of September 25, 1986, and recorded with the Registry of Deeds in Book 17438, Page 99; and

WHEREAS, Five CC, Four CC, Two CCT and Three CCT (collectively, the "Parties") wish to amend the Original Easement Agreement as more particularly hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the sufficiency of which are hereby severally acknowledged, the Parties do hereby covenant and agree as follows:

SECTION 1 Definitions. All terms having an initial capital letter that are used in this Amendment, including but not limited to any and all consents and exhibits attached hereto, and that are not otherwise herein defined, shall have the meanings given to such terms in the Original Easement Agreement.

SECTION 2 Amendments.

(a) **Parcels A and B.** Notwithstanding anything to the contrary contained in the Original Easement Agreement, including but not limited to Section 2 thereof, it is understood and agreed that any or all of the Parties (or any designee(s) of any or all of them) shall have the right, but not the obligation, to develop, redevelop, construct, reconstruct, modify, repair and replace an enclosed building and related improvements (the "Connector") on, over and across the easement areas shown on the Easement Plan as "Parcel A" and "Parcel B" and the upper surfaces of the existing improvements located on Tract III shown on the Easement Plan and the Subdivision Plan and shown as Tract III A on the Urban Renewal Plan, in order to connect the improvements from time to time located on Tract II and the improvements from time to time located on Tract I; provided, however, that the improvements constituting the Connector, where the same cross over and above Parcel A and Parcel B, shall not extend lower than the horizontal plane that has an elevation of approximately seventy five (75) feet. As provided in Section 10 of the Original Easement Agreement, such elevation is measured vertically from the Sea Level Base Datum of 1929 as computed and established by the United States Coast and Geodetic Survey.

(b) **Parcel H.** Pursuant to and in accordance with the relocation right set forth in Section 6 of the Original Easement Agreement, "Parcel H" shown on the Easement Plan shall be relocated to the area shown as "Relocated Parcel H" on the plan attached hereto as **Exhibit A** (the "Easement Plan Amendment") and all rights and obligations under the Original Easement Agreement, as hereby amended, with respect to Parcel H shall attach and apply to Relocated Parcel H shown on the Easement Plan Amendment. Further, it is understood and agreed that any or all of the Parties (or any designee(s) of any or all of them) shall have the right, but not the obligation, to develop, redevelop, construct, reconstruct, modify, repair and replace a building and related improvements for the purpose of enclosing the Relocated Parcel H and connecting the improvements from time to time located on Tract I and the improvements from time to time located on Tract IV.

SECTION 3 Acknowledgment and Confirmation. The Parties do hereby acknowledge and confirm that the Original Easement Agreement, as amended by this Amendment, is and remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment under seal as of the date first above written.

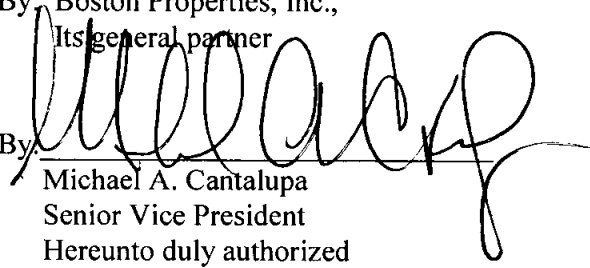
-----HERE ENDS THIS PAGE – SIGNATURE PAGES FOLLOW-----

[BP Five CC LLC and BP Four CC LLC Signature Page to First Amendment to Easement Agreement]

BP FIVE CC LLC

By: Boston Properties Limited Partnership,
Its manager

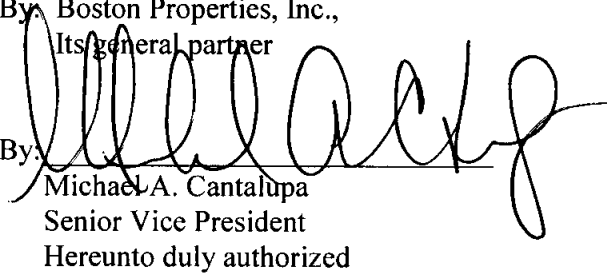
By: Boston Properties, Inc.,
Its general partner

By: 
Michael A. Cantalupa
Senior Vice President
Hereunto duly authorized

BP FOUR CC LLC

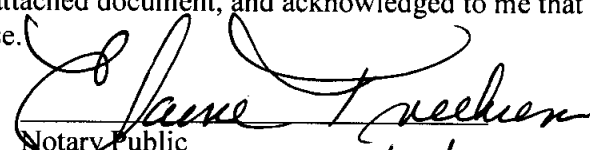
By: Boston Properties Limited Partnership,
Its manager

By: Boston Properties, Inc.,
Its general partner

By: 
Michael A. Cantalupa
Senior Vice President
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss

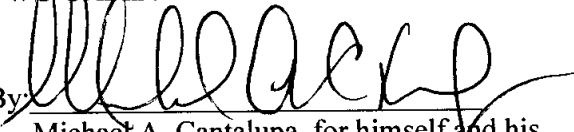
On this 28th day of August, 2012, before me, the undersigned notary public, personally appeared Michael A. Cantalupa, a Senior Vice President of Boston Properties, Inc., in its capacity as general partner of Boston Properties Limited Partnership, in its capacity as Manager of each of BP Five CC LLC and BP Four CC LLC, respectively, and proved to me, through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public
My commission expires: 3/21/19



[Two Cambridge Center Trust Signature Page to First Amendment to Easement Agreement]

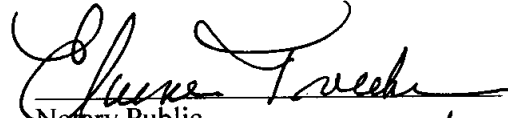
TWO CAMBRIDGE CENTER TRUST

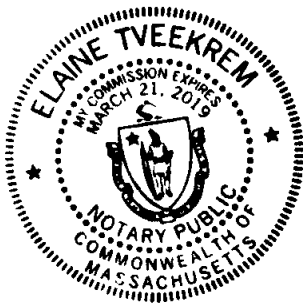
By: 

Michael A. Cantalupa, for himself and his fellow Trustees, as Trustees, but not individually Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss

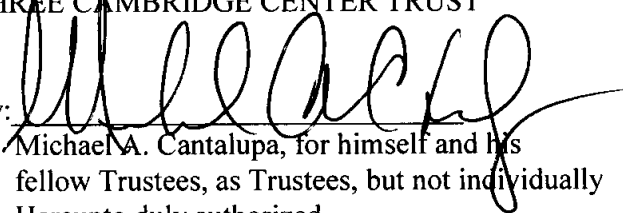
On this 21st day of August, 2012, before me, the undersigned notary public, personally appeared Michael A. Cantalupa, for himself and his fellow Trustees, as Trustees of Two Cambridge Center Trust, but not individually, and proved to me, through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public
My commission expires: 3/21/19



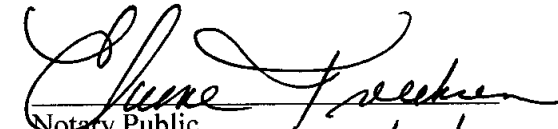
[Three Cambridge Center Trust Signature Page to First Amendment to Easement Agreement]

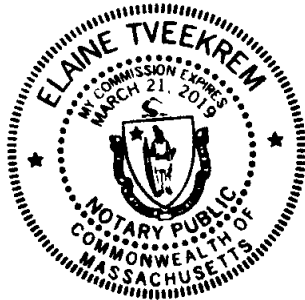
THREE CAMBRIDGE CENTER TRUST

By: 
Michael A. Cantalupa, for himself and his
fellow Trustees, as Trustees, but not individually
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss

On this 9th day of August, 2012, before me, the undersigned notary public,
personally appeared Michael A. Cantalupa, for himself and his fellow Trustees, as Trustees of
Three Cambridge Center Trust, but not individually, and proved to me, through satisfactory
evidence of identification, which was photographic identification with signature issued by
a federal or state governmental agency, oath or affirmation of a credible witness,
personal knowledge of the undersigned, to be the person whose name is signed on the
preceding or attached document, and acknowledged to me that he signed it voluntarily for its
stated purpose.


Notary Public
My commission expires: 3/21/19



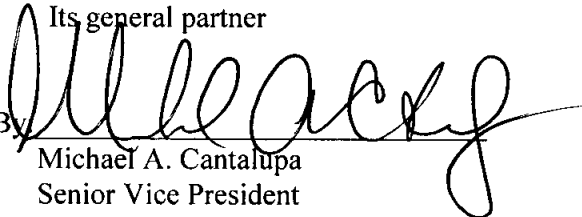
CONSENT OF BP EAST GARAGE LLC

Reference is made to that certain Ground Lease between Two CCT, as successor-in-interest to the Trustees of Four Cambridge Center Trust, as the landlord, and the undersigned, BP East Garage LLC ("BP Garage"), as successor-in-interest to the Trustees of First Cambridge Center Parking Trust, as the tenant, dated as of August 6, 1982, notice of which is recorded with the Registry of Deeds in Book 14692, Page 129 and filed with the Registry District as Document No. 626279, relating to premises shown as Tract III on the Easement Plan and the Subdivision Plan (as amended, the "Tract III Ground Lease"). To the extent required under the Tract III Ground Lease, BP Garage, as tenant under the Tract III Ground Lease, does hereby consent to any and all provisions of the foregoing First Amendment to Easement Agreement. For BP Garage's title as aforesaid, see Assignment of Ground Lease and Quitclaim Deed dated November 30, 2006, recorded with the Registry of Deeds in Book 48591, Page 2 and filed with the Registry District as Document No. 1428738.

BP EAST GARAGE LLC

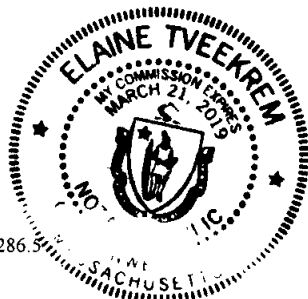
By: Boston Properties Limited Partnership,
Its manager

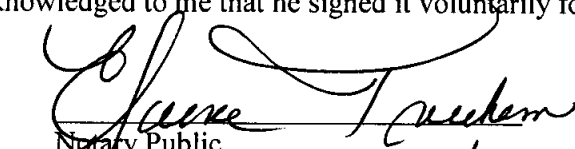
By: Boston Properties, Inc.,
Its general partner

By: 
Michael A. Cantalupa
Senior Vice President
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss

On this 24th day of August, 2012, before me, the undersigned notary public, personally appeared Michael A. Cantalupa, a Senior Vice President of Boston Properties, Inc., in its capacity as general partner of Boston Properties Limited Partnership, in its capacity as Manager of BP East Garage LLC, and proved to me, through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.




Notary Public
My commission expires: 3/21/16

CONSENT OF CAMBRIDGE REDEVELOPMENT AUTHORITY

To the extent required pursuant to the Original Easement Agreement, the undersigned, Cambridge Redevelopment Authority, does hereby consent to any and all provisions of the foregoing First Amendment to Easement Agreement.


CAMBRIDGE REDEVELOPMENT AUTHORITY

By: Kathleen Born
Name: Kathleen L. Born
Title: Vice Chairman Chairman
Hereunto duly authorized

By: Joseph F. Tulumieri
Name: JOSEPH F. TULUMIERI
Title: Executive Director
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex, ss

On this 28th day of August, 2012, before me, the undersigned notary public, personally appeared Kathleen Born, the Vice Chairman Chairman of the Cambridge Redevelopment Authority, and proved to me, through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, 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.

 TRACY L. MERCER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 27, 2016

Tracy L. Mercer
Notary Public
My commission expires: 5/27/16

-----ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE-----

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, ss

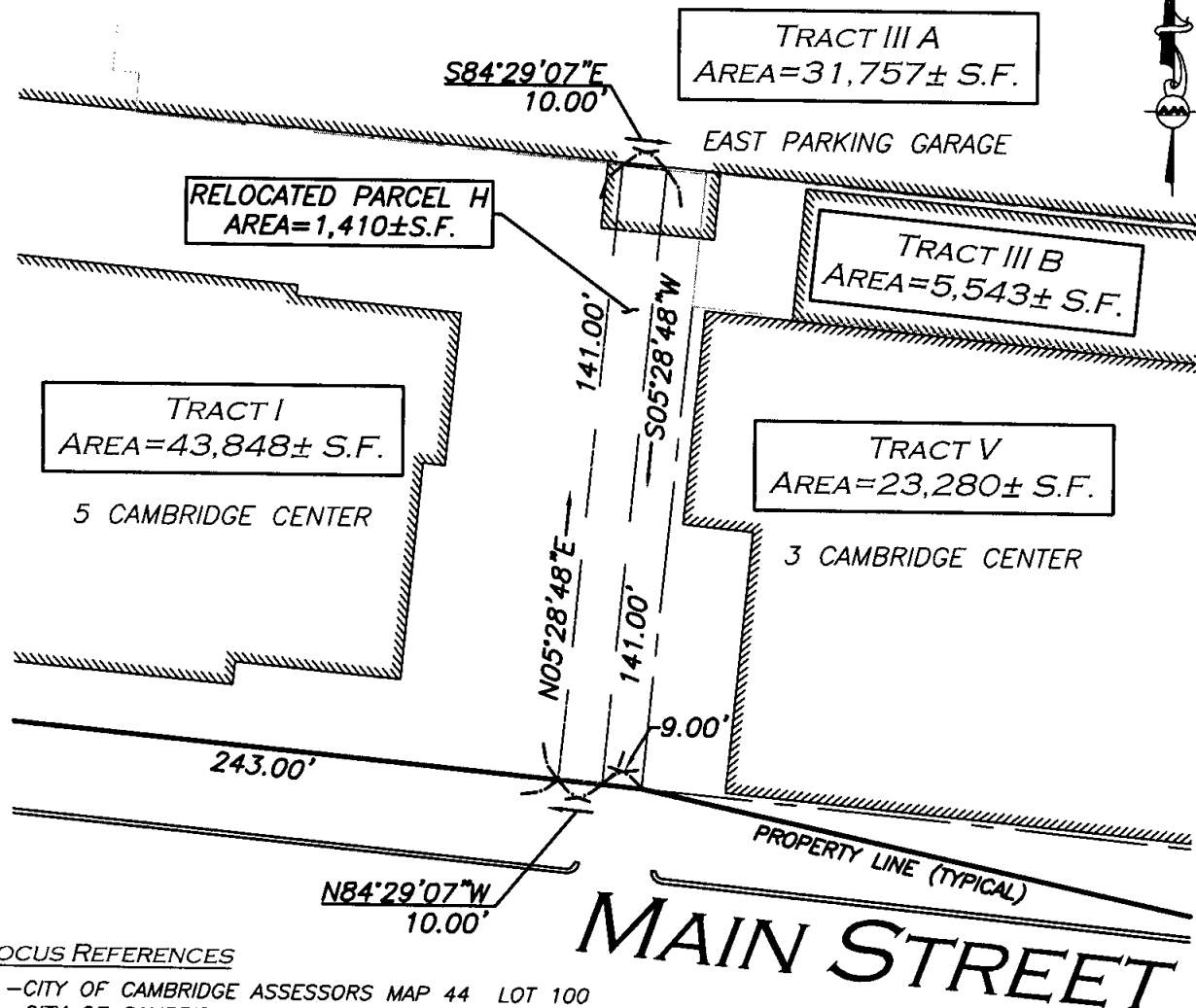
On this 28th day of August, 2012, before me, the undersigned notary public, personally appeared Joseph Tuberman, the Executive Director of the Cambridge Redevelopment Authority, and proved to me, through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, 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.



TRACY L. MERCER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 27, 2016

Tracy L. Mercer
Notary Public
My commission expires: 5/27/16

EXHIBIT A
EASEMENT PLAN AMENDMENT



LOCUS REFERENCES

- CITY OF CAMBRIDGE ASSESSORS MAP 44 LOT 100
- CITY OF CAMBRIDGE ASSESSORS MAP 44 LOT 98
- LAND COURT CASE 4356C
- DEED BOOK 18560, PAGE 486
- DEED BOOK 17746, PLAN 324
- PLAN NUMBER 1334 OF 1986

NOTES

1. NORTH ARROW TAKEN FROM PLAN NUMBER 1334 OF 1986.
2. BOOK/PAGE AND PLAN REFERENCES ARE TAKEN FROM MIDDLESEX (SOUTH) REGISTRY OF DEEDS IN CAMBRIDGE, MA.

PREPARED BY:



ALLEN & MAJOR ASSOCIATES, INC.

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environmental consulting • landscape architecture
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WOBURN, MA • LANUVILLE, MA • MANDARIN, N.H.

PROJECT:

**EAST PARCEL
CAMBRIDGE CENTER
CAMBRIDGE, MA**

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RELOCATED PARCEL H

PROJECT NO. 361-43A	DATE: 08/27/12
SCALE: 1"=40'	DWG. NAME:
DRAFTED BY: KJK	CHECKED BY: KJK

APPLICANT/OWNER: BOSTON PROPERTIES, INC.

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SHEET No.

E-1