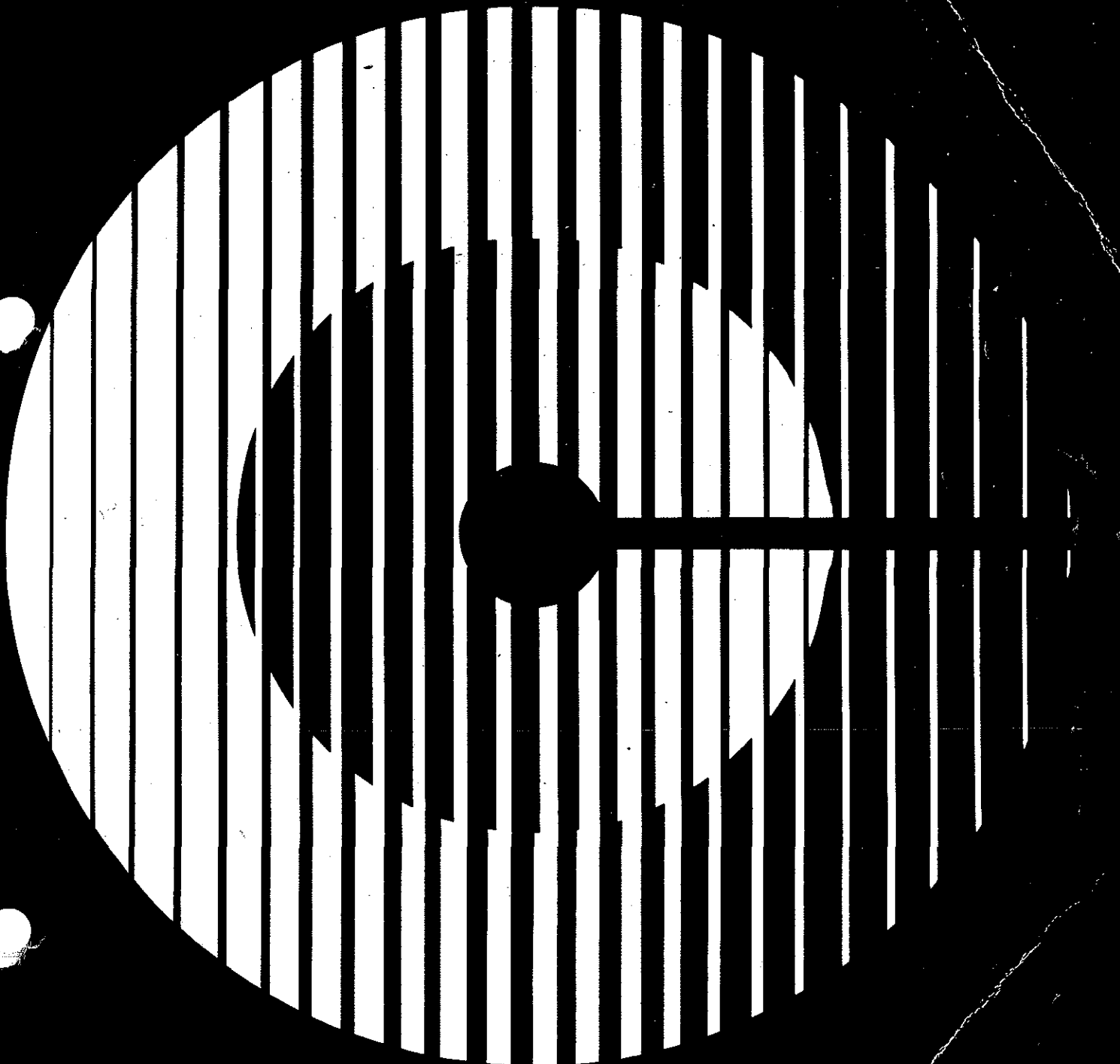




Cambridge Redevelopment Authority
Cambridge/Massachusetts

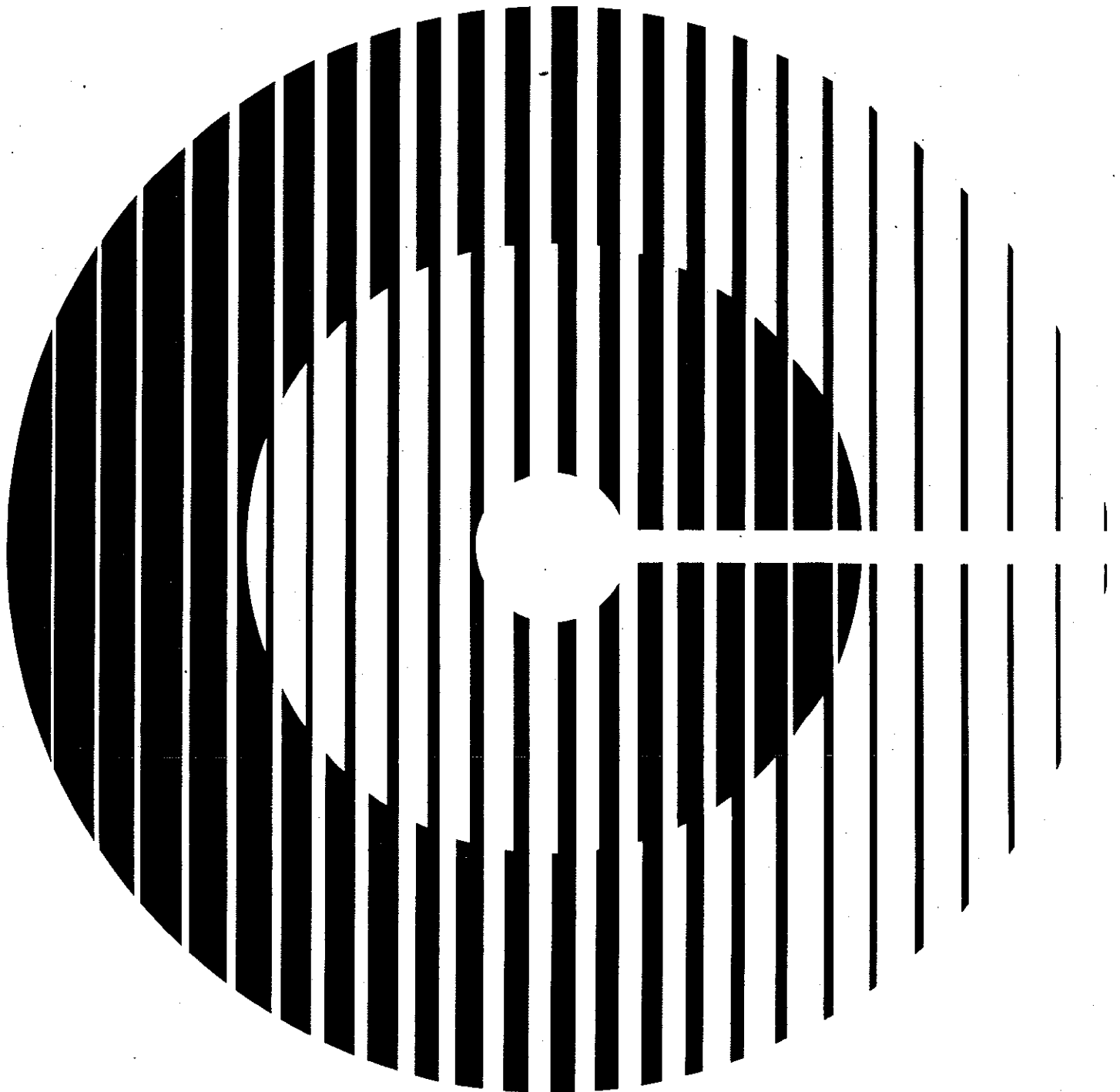
Cambridge Center Development Agreement





Cambridge Redevelopment Authority
Cambridge/Massachusetts

Cambridge Center Development Agreement



CAMBRIDGE CENTER
DEVELOPMENT AGREEMENT
PROJECT NO. MASS. R-107 / PARCELS 3 AND 4

COUNTERPART 7

Kendall Square Urban Renewal Area
Cambridge Redevelopment Authority
Cambridge • Massachusetts

EXECUTION DATE

JUN 11 1979

JUN 11 1979

Kendall Square Urban Renewal Area / Parcels 3 and 4
Cambridge Redevelopment Authority

CAMBRIDGE CENTER DEVELOPMENT AGREEMENT / DOCUMENT CHECKLIST

- (1) Development Agreement, dated June 11, 1979,
by and between Cambridge Redevelopment Authority
and Cambridge Center Associates.
 - (2) Exhibit A : Development Area Map. [A]
 - (3) Exhibit B : Master Plan Framework
and Concept Design Plan. [B]
 - (4) Exhibit C : Design Review Process, Submission Requirements
and Review Factors. [C]
 - (5) Exhibit D : Financial Review Criteria. [D]
 - (6) Exhibit E : Submission of Financial and Other Information. [E]
 - (7) Exhibit F : Form of Supplemental Land Disposition Contract. [F]
 - (8) Exhibit G : Public Improvements. [G]
 - (9) Exhibit H : Form of Lease Agreement for Temporary Parking. [H]
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DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT, dated as of June 11, 1979, by and between CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate (hereinafter, with its successors and assigns, the "Authority"), having its office at 336 Main Street in the City of Cambridge, Massachusetts, and CAMBRIDGE CENTER ASSOCIATES, a Massachusetts general partnership (hereinafter, with its successors and assigns, the "Developer"), in which MORTIMER B. ZUCKERMAN and EDWARD H. LINDE are the general partners, having its office at 133 Federal Street in the City of Boston, Massachusetts.

A. Statement of Facts

1. The Authority is engaged in carrying out an urban renewal project known as the "Kendall Square Urban Renewal Project" (the "Project") in an area (the "Project Area") in the City of Cambridge in accordance with the terms and provisions of an approved Urban Renewal Plan, as amended (the "Renewal Plan"), and in furtherance thereof the Authority has acquired substantial portions, and contemplates acquiring the remaining portions, of that part of the Project Area bounded by Broadway, Kendall Square, Main Street and the land referred to as the proposed Western Connector including the portions being shown approximately as Parcels 3 and 4 on the map attached hereto as Exhibit A.

2. The Developer desires to purchase and redevelop in stages those portions of Parcels 3 and 4 approximately as

outlined on the map attached hereto as Exhibit A (the "Development Area"). Each Tract of an Individual Parcel to be purchased and redeveloped as herein provided shall bound on the perimeter boundary of the Development Area established at the time the supplemental land disposition contract for such Parcel is entered into or on the perimeter boundary of another Individual Parcel. Every portion of the Development Area which at any time has not been conveyed or is not to be conveyed pursuant to a then outstanding supplemental land disposition contract shall be bounded by a public street or public right-of-way or other land of the Authority for at least fifty (50) feet. Such redevelopment shall be undertaken, subject to the applicable terms and provisions of the Renewal Plan, upon the terms, covenants and conditions of this Agreement and in accordance with a Master Plan Framework and a Concept Design Plan described in Exhibit B attached hereto, as the same may be modified from time to time as provided in this Agreement with the approval of the Authority (as so modified at any time, the "Master Plan Framework and Concept Design Plan"), and outlining the improvements (the "Development") to be constructed by the Developer on the Development Area. It is presently contemplated that the Development will consist of (in addition to any related parking facilities areas to be constructed pursuant hereto) mixed uses of 1,500,000 square feet of gross floor area (which term as used in this Agreement shall have the definition contained in the Renewal Plan), comprised of (i) between 600,000 and 1,200,000 square feet for office uses, (ii) between 50,000 and 250,000 square feet for retail and consumer service uses, institutional and entertainment and recreational uses, (iii) approximately 200 rooms but not more

than 300,000 square feet for hotel or motel uses, and (iv) subject to the reasonable availability of conventional or governmental assisted financing, which the Developer shall use its best efforts to obtain, between 100,000 and 300,000 square feet for multi-family housing residential uses (all such uses as defined in the Renewal Plan), except as otherwise provided in this Agreement. The Development will also include appropriate parking facilities, landscaping, open spaces and related amenities supporting the mixed uses to be constructed by the Developer, all as provided in this Agreement, and as planned and reflected in the Master Plan Framework and Concept Design Plan.

3. The Authority presently has budgeted, for expenditure from time to time in related stages, funds of at least \$4,950,000 for public improvements related to and in support of the Development to be constructed by the Developer, subject to such funds continuing to be made available to the Authority for such purpose by the Department of Housing and Urban Development ("HUD").

4. The Authority and the Developer desire to proceed with the purchase and sale of parcels of land within the Development Area and with the carrying out of stages of the Development on such parcels on such basis, and in accordance with such procedures, as are set forth in Exhibits C, D and E attached hereto for submission by the Developer of design and construction plans and other information, for review and approval by the Authority, and for execution and performance of separate supplemental contracts relating to the disposition and development of the respective parcels. As the first such stage of the Development, the Developer

desires to purchase and redevelop a portion of Parcel 4 in the Development Area (the "First Individual Parcel"), consisting of a Tract 1 containing approximately 41,500 square feet and a Tract 2 containing approximately 42,750 square feet, presently expected to be located approximately as shown on the map attached hereto as Exhibit A and to construct on said Tract 1 a building containing not less than 125,000 square feet of gross floor area for office uses and to construct on said Tract 2 (or elsewhere if agreed with the Authority) related parking facilities, in conformity with the Master Plan Framework and Concept Design Plan, as more fully set forth in a supplemental land disposition contract for the First Individual Parcel to be entered into by the parties as provided in Paragraph B(1)(b) of this Agreement.

5. The parties are desirous of more particularly setting forth their agreement with respect to the Development Area and the Development, which is intended to promote and effectuate the carrying out of the Renewal Plan and the development of the Project Area, of which the Development Area is a part, in a complementary, orderly manner; and HUD has concurred in this Agreement.

B. Agreement of the Parties

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and the mutual obligations herein contained, does hereby covenant and agree with the other as follows:

1. (a) Subject to all the terms, covenants and conditions of this Agreement, including due compliance with the procedures, and subject to the submissions and approvals, set

forth in Exhibits C, D, and E attached hereto, the Authority and the Developer shall from time to time enter into supplemental land disposition contracts for (i) the sale by the Authority of, and (ii) the purchase of, and the development by the Developer of improvements on, individual parcels of land (collectively, the "Individual Parcels"), as more fully set forth in the respective contracts. Each supplemental land disposition contract, to be entered into after approval by the Authority of the Design Development Phase submission for the improvements to be constructed on or in connection with the Individual Parcel covered thereby (or sooner by mutual agreement of the parties), shall be in the form attached hereto as Exhibit F; shall describe the Individual Parcel as requested by the Developer and approved by the Authority as part of the Design Development Phase (or sooner) for the improvements (which shall be described) to be constructed thereon or in connection therewith, and any mutually agreed encumbrances thereon and any easements appurtenant thereto; shall indicate the number of square feet of gross floor area of the proposed building to be devoted to each use group specified in the Renewal Plan and permitted as part of the Development; shall state the purchase price to be paid by the Developer for the conveyance of such Individual Parcel; shall set forth times for the submission of further plans and materials to be reviewed and approved, for the conveyance, for the beginning and completion of the improvements including parking facilities for such Individual Parcel and, where appropriate, for the installation by the Authority of public improvements related to and in support of the Development to be

constructed by the Developer (it being understood that the Developer shall not be required to commence construction of a building, and the Authority shall not be required to perform or cause others to perform public improvements, in the months of December, January or February); and may also set forth other or different terms and conditions as mutually agreed upon by the parties and appropriate to carry out the Project in accordance with this Agreement. If and when at any time or times within 15 years from the date hereof the public right-of-way line, as shown on Exhibit A, of any of Main Street, Kendall Square, Broadway, the proposed Mid-Block Connector and the proposed Western Connector is established by the City of Cambridge at a location closer to the boundary of the Development Area than the public right-of-way line shown on Exhibit A, the boundary of the Development Area shall become the location of such public right-of-way line as then so established. Upon execution of a particular supplemental land disposition contract for an Individual Parcel, all rights and duties of the parties, and their successors and assigns, with respect to such Parcel shall be governed by such contract to the end that no default by the Developer under the Development Agreement or under any other supplemental land disposition contract shall affect or impair the rights or obligations of the Developer under such particular contract. Each such supplemental land disposition contract shall contain, or be accompanied by, a legally binding written commitment by Mortimer B. Zuckerman and Edward H. Linde, jointly and severally, personally guaranteeing to cause the structured parking appurtenant to the improvements on such Indi-

vidual Parcel to be constructed in compliance with the requirements of the Renewal Plan and the Cambridge zoning requirements; and each such commitment shall survive the conveyance of such Parcel and any termination of this Agreement.

(b) The Developer covenants and agrees, (i) within 3 months from the date of this Agreement, to make the Schematic Design Phase submission required pursuant to this Agreement, as more fully set forth in Exhibit C, for the First Individual Parcel, and (ii) within 3 months from the date of the Authority's approval of such submission (the "First Parcel Approval"), to execute and deliver to the Authority such a supplemental land disposition contract for the First Individual Parcel, and within one month after the execution and delivery of such contract to purchase and accept conveyance thereof in accordance therewith and, subject to the provisions regarding winter construction in Paragraph B(1)(a) and the provisions of Paragraph B(14) of this Agreement, to commence the construction thereon, as part of the Development, of at least a single building containing not less than 125,000 square feet of gross floor area for office uses (in addition to any parking facility area in connection therewith to be constructed pursuant hereto) as referred to in Paragraph A(4) of this Agreement.

(c) Subject to the provisions regarding winter construction in Paragraph B(1)(a) and the provisions of Paragraph B(14) of this Agreement, the Authority shall be entitled to terminate this Agreement, and shall not be under any obligation to enter into a supplemental land disposition contract with the Developer with respect to the First Individual Parcel if the Developer has

failed to make the submission or to execute and deliver the supplemental land disposition contract as provided in the preceding subparagraph (b), or with respect to any Individual Parcel at any time

(i) subsequent to the expiration of each two-year period after the first anniversary of the date of the First Parcel Approval, if prior to the expiration of such respective two-year period the Developer shall not have commenced construction, as part of the Development, of improvements (in addition to the minimum 125,000 square feet of gross floor area on the First Individual Parcel) at the rate of at least 125,000 square feet of gross floor area (not including any parking facility area) for each such two-year period, cumulatively, and shall at the time not be diligently constructing or have completed such improvements, or

(ii) subsequent to the expiration of 5 years after the first anniversary of the date of the First Parcel Approval, if the Developer shall within such 5 years not have commenced construction, as part of the Development, of improvements containing at least a total of 500,000 square feet of gross floor area (not including any parking facility area) and shall at the time not be diligently constructing or have completed such improvements, or

(iii) subsequent to the expiration of 10 years after the first anniversary of the date of the First Parcel Approval, if the Developer shall within such 10 years not have commenced construction, as part of the Development, of improvements containing at least a total of 1,000,000 square feet of gross floor area (not including any parking facility area) and shall at the time not be diligently constructing or have completed such improvements, or

(iv) subsequent to the expiration of 180 months after the date of the First Parcel Approval, or

(v) if the Developer shall at the time be in default under this Agreement or any then outstanding supplemental land disposition contract and shall have failed to cure such default within any applicable grace period after written notification of such default by the Authority.

2. The purchase price for each Individual Parcel, to be stated in the supplemental land disposition contract relating thereto, shall be the product of (i) the number of square feet of land in the Individual Parcel multiplied by (ii) the Base Purchase Price. The Base Purchase Price shall be the following price per square foot as in effect at the time a satisfactory complete final Design Development Phase submission for formal review for the improvements to be built on such Individual Parcel (not including the structured parking) is made to the Authority in accordance with Exhibit C:

<u>Price per Square Foot</u>	<u>Time Period</u>
\$ 6.00	Within 1 year after the date of the First Parcel Approval
6.42	Within the next following 1 year
6.84	Within the next following 1 year
7.32	Within the next following 1 year
7.80	Within the next following 1 year
8.28	Within the next following 1 year
8.76	Within the next following 1 year
9.24	Within the next following 1 year
9.72	Within the next following 1 year
10.20	Within the next following 1 year
10.68	Within the next following 1 year
11.28	Within the next following 1 year

1-24-80

and an additional \$0.60 within each successive 1 year period thereafter.

The supplemental land disposition contract for an Individual Parcel on which improvements are to be constructed shall provide that the Developer may defer the acceptance of conveyance of, and payment for, any portion of the Individual Parcel required and to be used for structured parking for up to 36 months after the initial date of acquisition by the Developer of land within the Individual Parcel.

3. (a) Concurrently with the execution hereof, the Developer has deposited with the Authority, as security for the performance of its obligations and its observance of the conditions under this Agreement and under each supplemental land disposition contract entered into pursuant to this Agreement, an irrevocable letter of credit drawn on a bank acceptable to the Authority, addressed and payable to the order of the Authority upon simple demand by it, which letter of credit shall be maintained in full force and effect by the Developer in amounts (the "Development Deposit") as follows:

- (i) \$250,000, until the Developer shall have commenced construction pursuant to supplemental land disposition contracts of improvements, as part of the Development, of not less than 250,000 square feet of gross floor area; and reduced to
- (ii) \$200,000, when and after the Developer shall have commenced construction pursuant to supplemental land disposition contracts of improvements, as part of the Development, of not less than 250,000 square feet of gross floor area; and reduced to
- (iii) \$150,000, when and after the Developer shall have commenced construction pursuant to supplemental land disposition contracts of improvements, as part of the Development, of not less than 500,000 square feet of gross floor area; and reduced to
- (iv) \$100,000, when and after the Developer shall have commenced construction pursuant to supplemental land disposition contracts of improvements, as part of the Development, of not less than 750,000 square feet of gross floor area; and reduced to
- (v) \$50,000, when and after the Developer shall have commenced construction pursuant to supplemental land disposition contracts of improvements, as part of the Development, of not less than 1,000,000 square feet of gross floor area; and reduced to

(vi) zero, after the Developer shall have completed construction, as certified by the Authority in accordance with supplemental land disposition contracts, of improvements, as part of the Development, of not less than 1,000,000 square feet of gross floor area, or of all improvements (and required structured parking) commenced as part of the Development prior to the termination of this Agreement as provided herein by the Developer, or by the Authority in any circumstance where the Developer has not failed to perform or is not in breach hereof;

provided, however, that the aforesaid amounts of floor area shall not include the area of any parking facility; and provided further that the amount of the Development Deposit shall not be reduced upon the commencement or completion of any construction if and so long as the Developer shall at the time be in default under this Agreement or any then outstanding supplemental land disposition contract. In the event that the Developer shall fail to deliver to the Authority, at least 10 days prior to any expiration date of any outstanding letter of credit held by the Authority and then constituting the Development Deposit, a renewal of such letter of credit in the requisite amount and upon the same terms and conditions (other than the expiration date), the Developer shall be deemed to be in default hereunder and no grace period shall be applicable.

(b) In addition, concurrently with the execution of each supplemental land disposition contract for an Individual Parcel, the Developer or the redeveloper thereunder shall deposit with the Authority, as security for the performance of its obligations and its observance of the conditions thereunder (including without limitation any obligation for the construction of structured parking), an irrevocable letter of credit drawn on a bank accept-

able to the Authority, addressed and payable to the order of the Authority upon simple demand by it in an amount equal to 10% of the total purchase price payable for such Individual Parcel, which letter of credit shall be maintained in full force and effect by the Developer until the completion of construction by the Developer, as certified by the Authority, of all improvements (including structured parking) to be constructed with respect to such Individual Parcel in accordance with such contract.

In the event that the Authority shall terminate this Agreement under Paragraph B(1)(c) or any other provision of this Agreement (except the last sentence of Paragraph B(14)(a) hereof), or in the event that the Developer shall be in breach of or default under any of its obligations under this Agreement, including without limitation the covenants and agreements of the Developer under Paragraphs B(1) and B(5), or a redeveloper shall be in breach of or default under any of its obligations under any particular supplemental land disposition contract, which default is not cured or remedied within any permitted grace period applicable thereto, the Authority shall have the right to retain the Development Deposit and the amount of the security deposited as aforesaid with respect to the particular supplemental land disposition contract, and the proceeds thereof, as liquidated damages, and not as a penalty, without any deduction or offset whatever, actual damages being unascertainable, as the Authority's sole remedy for monetary damages (except for rentals or other obligations under leases referred to in Paragraph B(6) of this Agreement and obligations for the reconstruction of public improvements as provided in Exhibit G and except for liabilities of Mortimer B.

Zuckerman and Edward H. Linde under personal guarantees specifically referred to in the last sentence of Paragraph B(1)(a) and in Exhibit G of this Agreement and for rentals under leases of sites for temporary parking) on account of such termination, breach or default (but the Authority shall have such equitable or other remedies as are expressly provided for in this Agreement and in such supplemental land disposition contract, including without limitation termination of this Agreement, rights of entry, and revesting of title to Individual Parcels).

4. (a) The Authority has, in Paragraph A(3) of this Agreement, informed the Developer of funding presently allocated for public improvements by the Authority related to and in support of the Development to be constructed by the Developer. Subject to the provisions regarding winter construction in Paragraph B(1)(a) and the provisions of Paragraph B(14) of this Agreement, the Authority shall provide, or cause others to provide, various public improvements related to and in support of the Development to be constructed by the Developer, all in a manner consistent with the Master Plan Framework and Concept Design Plan (as from time to time approved), in an integrated and a timely manner, including, as more particularly described in Exhibit G attached to this Agreement: (i) public streets surrounding the Development Area and associated curbs, sidewalks, and street and area lighting to the lot line of the Development Area; (ii) traffic improvements appropriate for the Development Area, including implementation of a new traffic pattern, and turns, signals and signs; (iii) underground utility services to the lot line of the Development Area; and (iv) landscaping and other amenities, and certain open plaza and open space areas.

If the Authority fails to perform hereunder, the Developer shall be entitled, as the sole remedy of the Developer for itself and on behalf of all redevelopers under supplemental land disposition contracts hereunder, and their respective successors and assigns, on account of such failure, either:

to terminate this Agreement and any future obligations hereunder; or

to an equitable adjustment of the Master Plan Framework and Concept Design Plan and the provisions of Paragraph B(1)(c) of this Agreement; or

to damages (but not to any consequential damages). All such damages shall not exceed in the aggregate the sum of \$4,950,000, presently budgeted for public improvements related to and in support of the Development, less the total amounts which the Authority has expended or caused to be expended for the performance of such public improvements, and shall be held and applied to and only to the provision, as and when required in accordance with the terms of Exhibit G, of the specific public improvements described therein which the Authority has failed to perform or to cause to be performed.

Nothing herein shall prohibit the performance by the Authority of additional public improvements in support of the Development to the extent of the then available funding.

The Developer shall keep the Authority currently advised of the status of all aspects of the design and construction of the improvements to be made by the Developer as part of the Development; and the Authority shall keep the Developer currently advised of the plans and specifications of proposed public improvements, and of contracts to be entered into for the installation thereof; all to the end that the Developer and the Authority shall work cooperatively together in order to assure that the public improvements are being undertaken in a manner consistent with the Master Plan Framework and Concept Design Plan and integrated on a timely basis with the Development.

The Authority shall also use its best efforts, subject to agreement with the Massachusetts Bay Transportation Authority (the "MBTA") and The Commonwealth of Massachusetts, to acquire by purchase and cause to be removed the existing power station and surface facilities of the MBTA presently located in the Development Area and to cause a replacement power station to be constructed in conformity with the Master Plan Framework and Concept Design Plan, which replacement power station may be located on the Development Area and thereby reduce the area thereof available for acquisition and development by the Developer, in which case the Authority shall also use its best efforts to retain or obtain appropriate air rights and appurtenant building and support easements over such power station area for use by the Developer in connection with the Development.

The parties intend in good faith that a more precise description of the mutual rights and obligations of the parties hereto with respect to any public improvements will be set forth in each supplemental land disposition contract to be entered into pursuant to this Agreement.

(b) All improvements to be made within an Individual Parcel, whether or not used by or for the benefit of the general public, shall be made by the Developer at the Developer's sole cost and expense, unless otherwise expressly agreed by the Authority in the supplemental land disposition contract with respect to such Parcel.

5. (a) The Developer covenants and agrees to provide such off-street parking, and to construct such structured parking, as shall cause the Development, at each stage, to be in compliance

at all times with the requirements of the Renewal Plan and the zoning requirements of the City of Cambridge applicable to the Development Area. Any such structured parking may, except as otherwise required by law, be within open ventilated structures, at grade and above.

(b) The Authority has approved the Master Plan Framework and Concept Design Plan, which provides for an average parking ratio of 2 1/3 spaces per 1,000 square feet of total building gross floor area, including an average parking ratio of not more than 3 spaces per 1,000 square feet of gross floor area devoted to office use, but in any event not more than 3,500 spaces for the Development. The Authority shall use reasonable efforts to support the Developer's proposal to construct and use such number of spaces, but the Authority shall not be held liable for any act of any third party not within the control of the Authority which results for any reason in the reduction of the number of spaces calculated in accordance with such provisions which may be constructed or used. However, if by reason of law, only a lesser number of spaces may be constructed or used, the number of square feet of floor area to be constructed by the Developer pursuant to this Agreement, for various uses as stated in Paragraph A(2) or within various periods as stated in Paragraph B(1)(c) of this Agreement (as the same may be adjusted by other provisions of this Agreement), shall be reduced in proportion to the reduction of the number of spaces in a ratio of 1,000 square feet of total building gross floor area to 2 1/3 spaces, or 1,000 square feet

of gross floor area devoted to office uses to 3 spaces in the case of office space. Without limiting the generality of the foregoing, if any city, state or federal governmental authority having jurisdiction shall issue any final finding, decision or other determination as to a lesser number of parking spaces which may be constructed or used in the Development Area, such action shall be deemed to be a reason of law without the necessity of the Developer's prosecuting any administrative appeal of such action; provided, however, that any such action shall not be deemed to be final until the final determination of any and all appeals which may be taken by the Developer, the Authority or others (and the Developer shall not object to the taking of any such appeal by the Authority or others).

6. Subject to the prior execution by the Authority and the Developer of at least one supplemental land disposition contract for an Individual Parcel, the Authority agrees to lease to the Developer (or, at the written request of the Developer, to the owner of such Parcel), for the purpose of providing a site or sites solely for temporary on-grade parking for tenants and users of the improvements constructed pursuant to any such contract pending the completion by the Developer of structured parking related thereto in accordance with the Renewal Plan, a portion or portions of the Development Area owned by the Authority, containing in the aggregate not more than approximately 200,000 square feet of land area at any one time. By not less than 10 days' prior written notice to the Authority, the Developer (or such lessee)

may from time to time increase or decrease the area of the site or sites so leased. The lease will be at a rental payable by the Developer to the Authority monthly in advance, at an annual rate per square foot of land area leased equal to 10% of the Base Purchase Price in effect from time to time at the commencement of each month during the term of any such lease. Any and all improvements to the site or sites leased to provide such temporary on-grade parking, and any and all responsibility for injury (including death) of any person or damage to any property occurring on such site or sites, shall be at the sole expense and cost of the Developer. The lease shall be in or substantially in the form of Exhibit H attached hereto.

7. It shall be the Developer's responsibility to obtain any permits, approvals, permissions and the like from all governmental agencies with respect to proposed improvements to be constructed by it on the Development Area; it shall be the Authority's responsibility to obtain any permits, approvals, permissions and the like with respect to proposed improvements to be made by it in connection with the Development; and each party shall cooperate with the other in, and exercise reasonable efforts in support of, obtaining any such permits, etc., sought by the other with respect to improvements approved by such party.

8. The Authority presently holds title to all of the land (other than public streets and public rights-of-way) constituting the Development Area except certain land containing approximately 62,600 square feet, located within Parcel 4 and owned by MBTA and/or The Commonwealth of Massachusetts (the so-called

"MBTA property"), all of which the Authority shall use its best efforts to acquire in a timely manner. If at the expiration of 1 year from the date of the First Parcel Approval neither the Authority nor the Developer shall have entered into an agreement with the MBTA for the purchase of its property (with the possible exception of the site for a power station if the Authority or the Developer has agreed to acquire or has acquired air rights and building and support easements over such site reasonably appropriate for the construction by the Developer of improvements, as part of the Development, at such location in conformity with the Master Plan Framework and Concept Design Plan), the provisions of subparagraph (a) shall apply. If at the expiration of 2 years from the date of the First Parcel Approval neither the Authority nor the Developer shall have acquired title to all of the MBTA property (with the possible exception hereinbefore mentioned), the provisions of both subparagraph (a) and the provisions of subparagraph (b) shall apply:

- (a) the Authority shall not be entitled to terminate this Agreement at any time under the provisions of clauses (i), (ii) or (iii) of Paragraph B(1)(c) of this Agreement if the Developer shall have commenced construction, as part of the Development, of improvements (not including any parking facility area) in addition to the first building described in Paragraph A(4) hereof of 125,000 square feet of gross floor area prior to the expiration of a period of 18 months after the execution of leases for at least 85% of the rentable space in the first building to be constructed as part of the Development on the Development Area or the expiration of a period of 3 years after the substantial completion of such building (whichever period shall first expire), and an additional 125,000 square feet of gross floor area for each subsequent three-year period, cumulatively, and if the Developer shall at the time be diligently constructing or have completed such improvements.

- (b) the Authority shall not unreasonably withhold its approval of a proposed revised Master Plan Framework and Concept Design Plan submitted by the Developer provided that as part of such submission the Developer shall then (i) submit to the Authority for its review and approval Schematic Designs for a building containing not less than 125,000 square feet of gross floor area in conformity with such proposed revised Master Plan Framework and Concept Design Plan and for the structured parking for the First Individual Parcel, and (ii) agree in writing to enter into a supplemental land disposition contract within not more than six (6) months after such approval by the Authority and also within such period to purchase an additional Individual Parcel and to commence construction thereon of such building, as part of the Development in accordance with plans approved under this Agreement.

In the event that the Authority or the Developer shall enter into an agreement with the MBTA after the expiration of 1 year from the date of the First Parcel Approval, unless a revised Master Plan Framework and Concept Design Plan have been approved in accordance with the provisions of this paragraph, or shall acquire title to all or substantially all of the MBTA property and/or such other described rights and easements at any time after the expiration of 2 years from the date of the First Parcel Approval, then the provisions of the preceding subparagraphs (a) and (b) shall not apply but the period of time between the date of the first anniversary of the First Parcel Approval and the date of such agreement or the period of time between the date of the second anniversary of the First Parcel Approval and the date of such acquisition by the Authority or the Developer, whichever period is longer, shall be deemed an excusable delay within the meaning of Paragraph B(14) of this Agreement for the purpose of calculating the years after the first anniversary of the First Parcel Approval under clauses (i), (ii) and (iii) of Paragraph B(1)(c) of this Agreement.

9. (a) The Authority shall within 10 days after the execution of this Agreement certify this Agreement to the Superintendent of Buildings of the City of Cambridge as an outstanding contract (including option) for the construction of buildings in the Development Area having cumulative GFA (as defined in the Renewal Plan) of 1,200,000 square feet of gross floor area for the uses specified in clause (i), 225,000 square feet of gross floor area for the uses specified in clause (ii) and 275,000 square feet of gross floor area for the uses specified in clause (iii) of Paragraph A(2) of this Agreement, and the Authority shall keep such certificate effective so long, and only so long, as this Agreement shall remain in force and shall not be terminated; provided, however, that nothing in this Agreement nor any such certificate shall prohibit the use of up to 170,000 square feet of gross floor area by American Science and Engineering, Inc. in any building constructed on any portion of Parcel 2 for any of its corporate purposes if the construction of such building is commenced, and such floor area space is acquired by American Science and Engineering, Inc. by purchase or lease executed within 3 years after the date of the First Parcel Approval; and provided further that the Developer shall not be entitled, without the prior written consent of the Authority, to use more than a total of 250,000 square feet of gross floor area for light industry uses in buildings constructed as part of the Development on the Development Area. At the time of the execution of a supplemental land disposition contract for the construction of a building:

(1) if it is specifically proposed that such building contain space for uses included in a then outstanding certification to the Superintendent of Buildings for the Developer under this Agreement, such space shall be released from such certification and shall be included in a certification for the redeveloper under such contract; and

(2) if it is proposed that such building contain light industry uses or residential uses, the Authority shall certify to the Superintendent of Buildings the cumulative GFA so proposed for such uses.

(b) No amendment or modification of the Renewal Plan adopted after the date of this Agreement shall be applicable to any part of the Development Area (or abutting portions of public streets or public rights-of-way) for which the Authority has previously entered into a supplemental land disposition contract or for which the Authority may thereafter be obligated to enter into a supplemental land disposition contract under this Agreement, or shall increase or have the effect of increasing the cumulative GFA as defined in the Renewal Plan to be used for office uses, hotel/motel uses or non-owner-occupied institutional uses in the Project Area (except as provided in subparagraph (d) hereof) without the Developer's prior written consent.

(c) Any material adverse change in the present Cambridge zoning ordinance applicable to any future development of the Development Area or any increase in the cumulative GFA presently permitted for office uses under the MXD zoning provisions for

Cambridge Center shall, at the election of the Developer, warrant appropriate renegotiation of this Agreement with respect to any such future improvements and the obligations of the parties with respect thereto, provided that the Developer shall have first given written notice to the Authority of its objection to such change at least 3 business days after the Authority shall have given to the Developer written notice of a public hearing held or to be held by the City Council or any committee thereof with respect to the proposed change.

(d) Notwithstanding any provisions or requirements to the contrary in subparagraphs (b) and (c) of this Paragraph B(9), the Renewal Plan or the Cambridge zoning ordinance, no consent of the Developer, or of any successor party which has agreed to purchase or owns any Individual Parcel, shall be required for any amendment or modification of the Renewal Plan, and the Authority shall be at liberty to amend or modify the Urban Renewal Plan and without renegotiation of this Agreement to propose and support any change in the zoning ordinance, applicable to Parcel 2 of the Project Area, other than an increase in the cumulative GFA (as defined in the Renewal Plan) for office uses, hotel/motel uses or non-owner-occupied institutional uses (or other change having the effect of increasing such permitted uses on such Parcel, except as provided in the following sentence or in the first proviso of Paragraph B(9)(a) of this Agreement). No such consent shall be required for, and neither the Developer nor any successor party which has agreed to purchase or own any Individual Parcel shall object to, any such increase in the cumulative GFA for any such

uses (or other change having such effect) at any time subsequent to 7 1/2 years after the date of the First Parcel Approval, but if any increase (or other such change) is adopted, the "1,000,000 square feet of gross floor area" specified in Paragraph B(1)(c)(iii) of this Agreement shall thereby be amended to "750,000 square feet of gross floor area".

10. The Developer shall have reasonable access, at its own risk, to any and all parts of the Development Area at the time owned by the Authority, to obtain data, make tests and the like.

11. (a) This Agreement is being entered into as a means of permitting and encouraging the Development on the Development Area in accordance with the terms hereof and not for speculation in landholding. The Developer acknowledges that, in view of:

- (i) the importance of the undertakings set forth herein to the general welfare of the community;
- (ii) the substantial financing and other public aids that have been and/or will be made available by law, the Federal Government and the City for the purpose of making such undertakings possible;
- (iii) the importance of the identity of the parties in control of the Developer and the Development; and
- (iv) the fact that a transfer of all or part of the legal or beneficial ownership in the Developer, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such ownership or change in the identity of the parties in control of the Developer or the Development, is for practical purposes a transfer or disposition of the Developer's interest in the Development;

the qualifications and identity of the Developer are of particular concern to the community and the Authority. The Developer further recognizes that it is because of such qualifications and identity that the Authority is entering into this Agreement, and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby to be performed by it.

(b) It is hereby understood and agreed that Mortimer B. Zuckerman and Edward H. Linde are the two general partners of the Developer and that they shall have, and shall continue to have so long as this Agreement is in effect, absolute control and management of the carrying out of the entire Development in accordance with the terms of this Agreement.

(c) Except as otherwise provided herein or except with respect to any Individual Parcel as provided in the supplemental land disposition contract with respect thereto, it is hereby agreed that, commencing on the date hereof and continuing until the completion of construction of the Development as certified by the Authority pursuant to the applicable supplemental land disposition contracts, and except by reason of death:

- (i) no transfer (by assignment or otherwise) of all or any part of the Developer's rights under this Agreement or of the Developer's interest in the Development shall be made to any person (including but not limited to, any partnership, joint venture or corporation) unless in each instance the written consent thereto of the Authority has first been obtained; and

- (ii) no transfer or change of legal or beneficial interests in the Developer by sale, pledge or otherwise shall be made unless in each instance the written consent thereto of the Authority has first been obtained.

(d) Subject to the prior written consent of the Authority, the Developer may form separate limited partnerships with respect to separate Individual Parcels and may admit, as limited partners, individuals or other business entities for the purpose of entering into supplemental land disposition contracts for Individual Parcels so long as Mortimer B. Zuckerman and Edward H. Linde are the general partners thereof with ownership of more than 50% of the total partnership interests in each such partnership, and with absolute control and management of the carrying out of such supplemental land disposition contracts. In the event of a breach of the provisions of this Paragraph B(11) or in the event that either Mortimer B. Zuckerman or Edward H. Linde shall at any time, except by reason of death, cease to be one of the two general partners of the Developer or cease to exercise absolute control and management of the business thereof, then at the option of the Authority the Developer shall be deemed to be in breach of and default under this Agreement and the Authority shall have no further obligation hereunder and shall, in addition to such other remedies as it may have hereunder, be free to deal with any party with respect to the Development Area not then covered by a supplemental land disposition contract and the development thereof.

(e) Where the consent of the Authority to any transfer is required hereby, the Developer shall first notify the Authority in writing of all parties to whom such transfer is proposed to be made, and such notice shall provide sufficient information to enable the Authority to evaluate the acceptability of the proposed transfer. The Authority, at any time within 30 days after the receipt of such notice, shall have the right to notify the Developer that it objects to the proposed transfer to such party or parties, and the Authority shall, in such notice, specify reasonable grounds for such objection. If such objection shall be made by the Authority, no such party shall be a transferee without the subsequent written consent of the Authority. If objection is not made by the Authority within such 30-day period or such additional period of time as may be requested by the Authority and approved by the Developer, the proposed transfer shall be deemed to be approved by the Authority.

12. The firm of Davis, Brody & Associates, or such other or additional architects/planners/designers as may be approved by the Authority in writing, shall be engaged by the Developer as the Architect for the Development to prepare and complete architectural submissions as contemplated under this Agreement and to provide supervisory services during the construction of the Development.

13. The Developer shall be entitled to rely upon any action taken in writing on behalf of the Authority by any individual at the time designated by the Authority with specific

reference to this Paragraph as authorized to act on its behalf under this Agreement, prior to the receipt by the Developer of written notice from the Authority that such designation has been revoked. No such designation shall prohibit the Authority from acting itself.

14. (a) For the purposes of any of the provisions of this Agreement, neither the Authority nor the Developer, as the case may be, shall be considered in breach of or default in any of its obligations hereunder or in non-compliance with or non-satisfaction of any condition hereunder, in the event of unavoidable delay in the performance of such obligation or compliance with or satisfaction of such condition due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the Government (including, without limitation, the delay or refusal of any governmental authority to issue permits, approvals and the like when the application therefor conforms to all lawful requirements and is based upon plans approved by the other party), acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of contractors or subcontractors due to such causes, materials shortages, or the general unavailability of customary non-recourse permanent mortgage financing for improvements of the kind which the Developer proposes to undertake. In no event shall any one period of delay on account of such unavailability of mortgage financing exceed 12 months, nor shall the

total of all such periods of delay exceed 24 months. If the Authority and the Developer disagree as to such unavailability of mortgage financing, then at the election of either party the matter shall be submitted, within 20 days after receipt by the Authority of the Developer's written notification of such unavailability of mortgage financing as hereinafter provided, for final and binding resolution, at the expense of the Developer, to a committee of three experts, one to be chosen by the Authority and one to be chosen by the Developer within 10 days after such submission, and the third to be chosen within 20 days after such submission by the two previously chosen experts, each of the three of whom shall be the principal real estate and mortgage loan officer of a commercial or savings bank having its principal office in Massachusetts or a life insurance company qualified to do business in Massachusetts; provided, however, that no person shall be eligible to serve as such expert if the bank or insurance company in which such person is employed is then a creditor of or investor in any development in which either of the general partners of the Developer shall then have any interest. It is the purpose and intent of this Paragraph B(14) that, in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations or compliance with or satisfaction of such conditions shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this Paragraph shall be required, within a reasonable period after the beginning of any such enforced delay, first to notify the other party thereof in writing, stating the

cause or causes thereof, and requesting an extension for the period of the enforced delay. In calculating the length of the delay, there shall be taken into consideration not only actual work stoppages but also any consequential delays resulting from such stoppages as well. If any such excusable enforced delay shall continue for more than 1 year (except as to the Authority's inability to acquire title or rights in the MBTA property, as to which the provisions of Paragraph B(8) of this Agreement shall govern), then either party may, by written notice to the other, terminate this Agreement as to any future obligations.

(b) In no event shall any financing difficulty or unavailability of mortgage financing be a cause for an extension hereunder with respect to any submission for or the conveyance of the First Individual Parcel or the construction by the Developer of improvements thereon as provided in Paragraph B(1)(b) hereof or of the structured parking related thereto or be a cause for an extension of the Developer's performance of any obligation or compliance with or satisfaction of any condition under any supplemental land disposition contract entered into pursuant hereto. The Developer shall, to the extent that the same may be required in connection with the obtaining of interim financing to construct the improvements on the First Individual Parcel, cause its general partners, Mortimer B. Zuckerman and Edward H. Linde, or either of them, to guarantee the construction loan for such improvements up to a maximum of \$10,000,000.

15. (a) If either party fails to perform hereunder, except as hereinafter provided, the other party may give written

notice to the defaulting party, specifying the failure, determining such grace period as may be reasonably appropriate under the circumstances and directing the defaulting party to cure such failure within such period, but in no event need such grace period be more than 6 months. If the defaulting party fails to cure such nonperformance within such specified grace period (as such period may be reasonably extended for matters that cannot be cured within such time so long as the defaulting party commences within such period and thereafter diligently prosecutes such cure to completion), then the other party may suspend and extend its obligation to perform hereunder or may terminate this Agreement by reason of such default by giving written notice thereof to the defaulting party. No notice shall be required and no such grace period shall be applicable with respect to compliance with the time periods set forth in Paragraphs B(1)(b) or B(1)(c) of this Agreement (as the same may be modified by other provisions of this Agreement) or with respect to the timely renewal of a letter of credit as set forth in Paragraph B(3)(a) hereof.

(b) Except as hereinafter provided, no member, official, employee or consultant of the Authority shall be personally liable to the Developer or any partner thereof, or any successor in interest or person claiming through or under the Developer or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Agreement or any supplemental land disposition contract entered into pursuant hereto; and no partner of the

Developer shall be personally liable to the Authority, or any successor in interest or person claiming through or under the Authority, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Agreement; with the sole exceptions being liability of the Developer for the amounts of the Development Deposit and the amounts of the deposits furnished in connection with supplemental land disposition contracts, rentals for leases of sites for temporary parking, and any commitment or personal guarantee by Mortimer B. Zuckerman or Edward H. Linde of the Developer's obligation to construct structured parking and to reconstruct public improvements as provided in Exhibit G; it being further provided that nothing herein shall affect any non-monetary remedies of the Authority or of the Developer under this Agreement.

16. (a) The parties agree that for all purposes relating to the Project Area:

(i) all of the space of a particular user shall be deemed to be entirely devoted, under the Renewal Plan, the MXD zoning provisions for Cambridge Center and this Agreement, to the specified use group of the principal use of such space by such user, if not more than 17 1/2% (or such other percentage as may in any instance be mutually agreed by the parties hereto) of such space is devoted to accessory uses which are subordinate and customarily incidental to the principal use; and

(ii) if more than 17 1/2% (or such other percentage as may in any instance be mutually agreed by the parties hereto) of

the space of a particular user shall be devoted to use within a specified use group, the use of such space shall be deemed to be a principal use and not an accessory use; and

(iii) the Developer shall be deemed to have satisfied any obligation or condition set forth in this Agreement for commencing or completing or relating to construction of a specified number of square feet of gross floor area if the number actually commenced or completed at the time is not more than 12,500 square feet less than the specified number.

(b) All notices, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand or sent by registered or certified mail, postage prepaid, return receipt requested, and

(i) if directed to the Authority, addressed to it:

c/o Chairman
336 Main Street
Cambridge, Massachusetts 02142

and

(ii) if directed to the Developer, addressed to it:

c/o Mortimer B. Zuckerman
Boston Properties
133 Federal Street
Boston, Massachusetts 02110

or to such other address and addressee for any party as may from time to time be specified in a notice given by such party to the other party.

(c) No assent, express or implied, by either party to any breach of or any default under any provision of this Agreement to be performed or observed by the other party shall constitute a waiver of or assent to any succeeding breach of or default under such provision or any other provision of this Agreement.

(d) Time is of the essence of this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually attempt to fulfill the conditions applicable to each of them.

WITNESS the execution hereof under seal as of the day and year first above written.

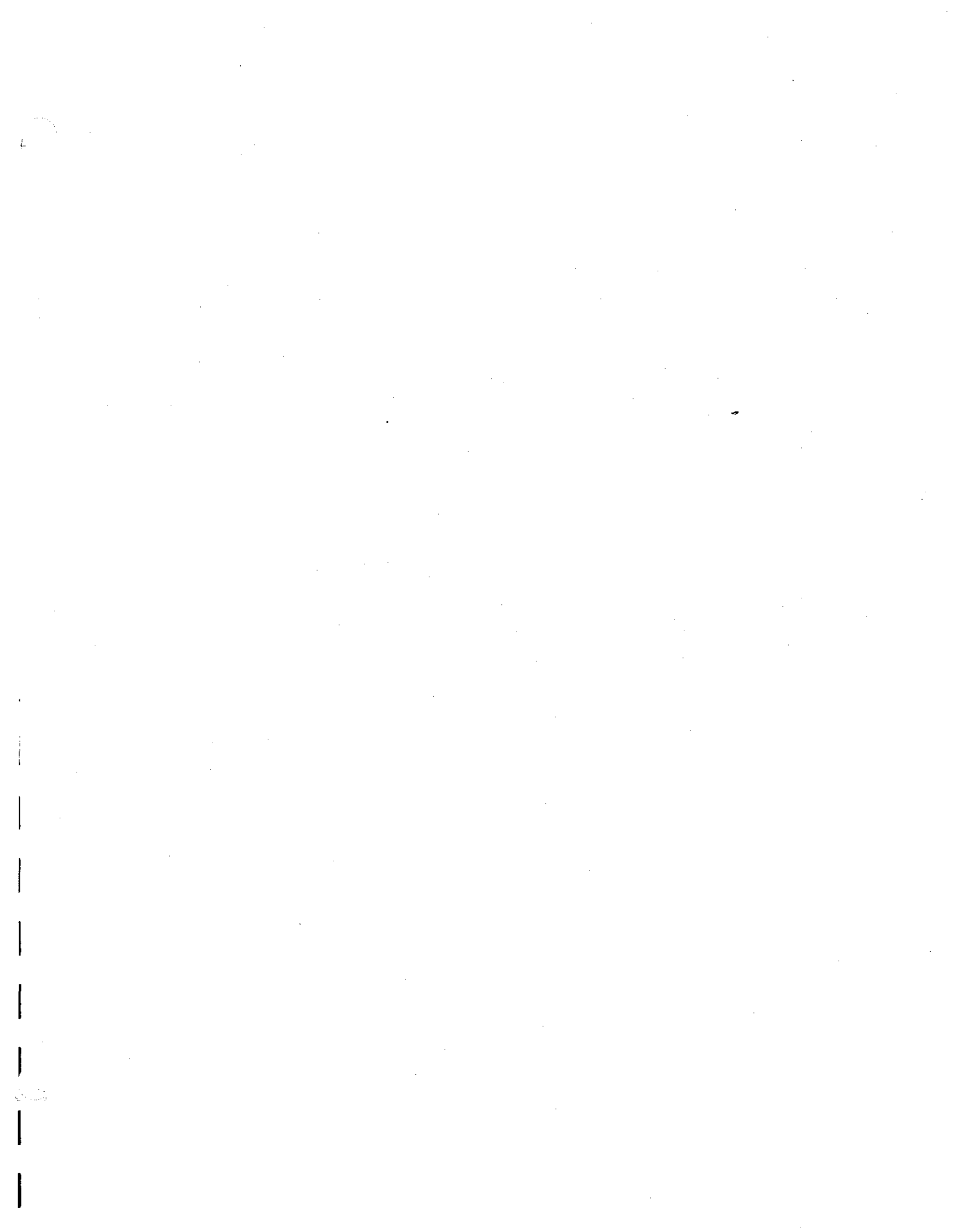
CAMBRIDGE REDEVELOPMENT AUTHORITY

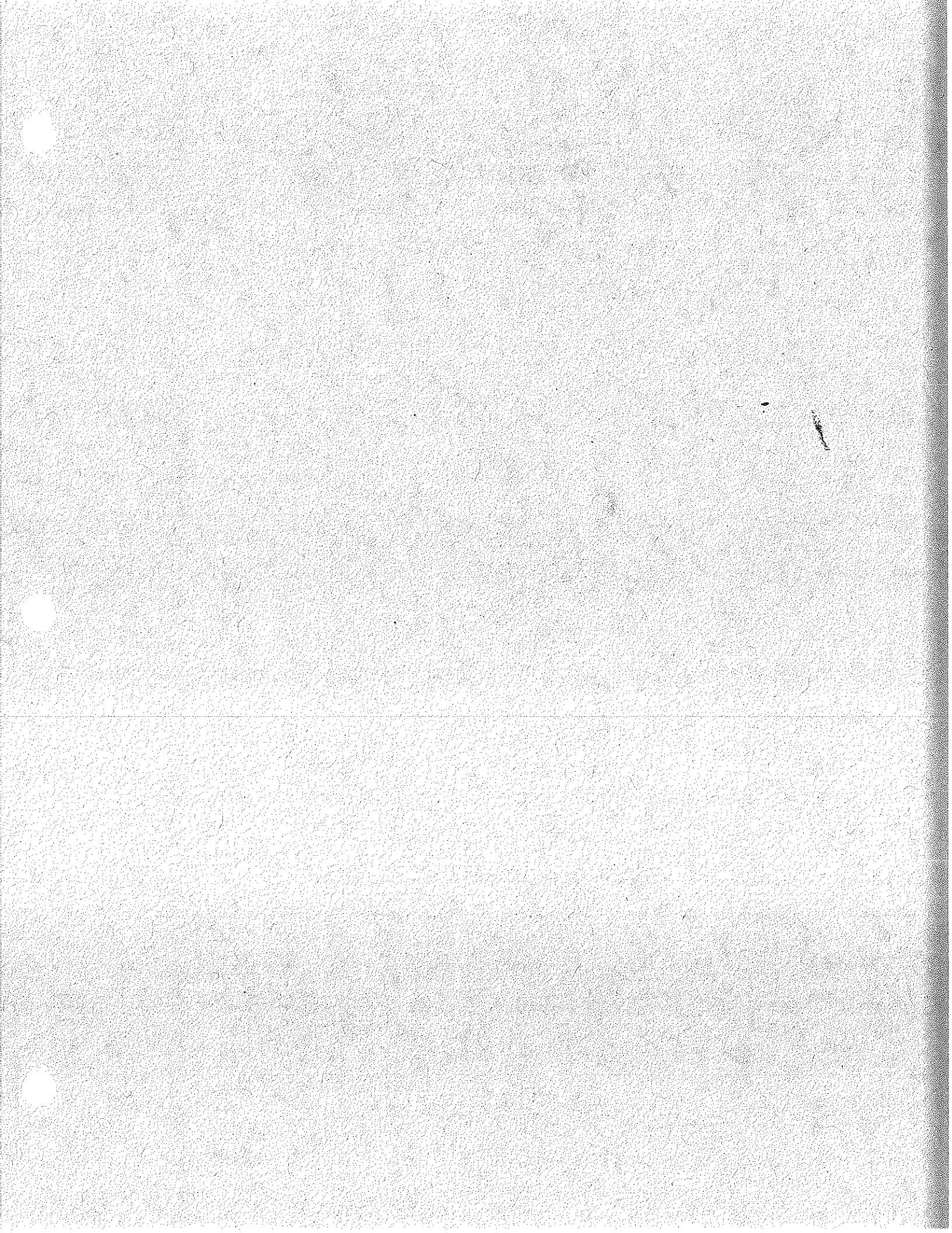
By Charles C. Nowiszewski
Charles C. Nowiszewski, Chairman

CAMBRIDGE CENTER ASSOCIATES

By Mortimer B. Zuckerman
Mortimer B. Zuckerman, General Partner

By Edward H. Linde
Edward H. Linde, General Partner





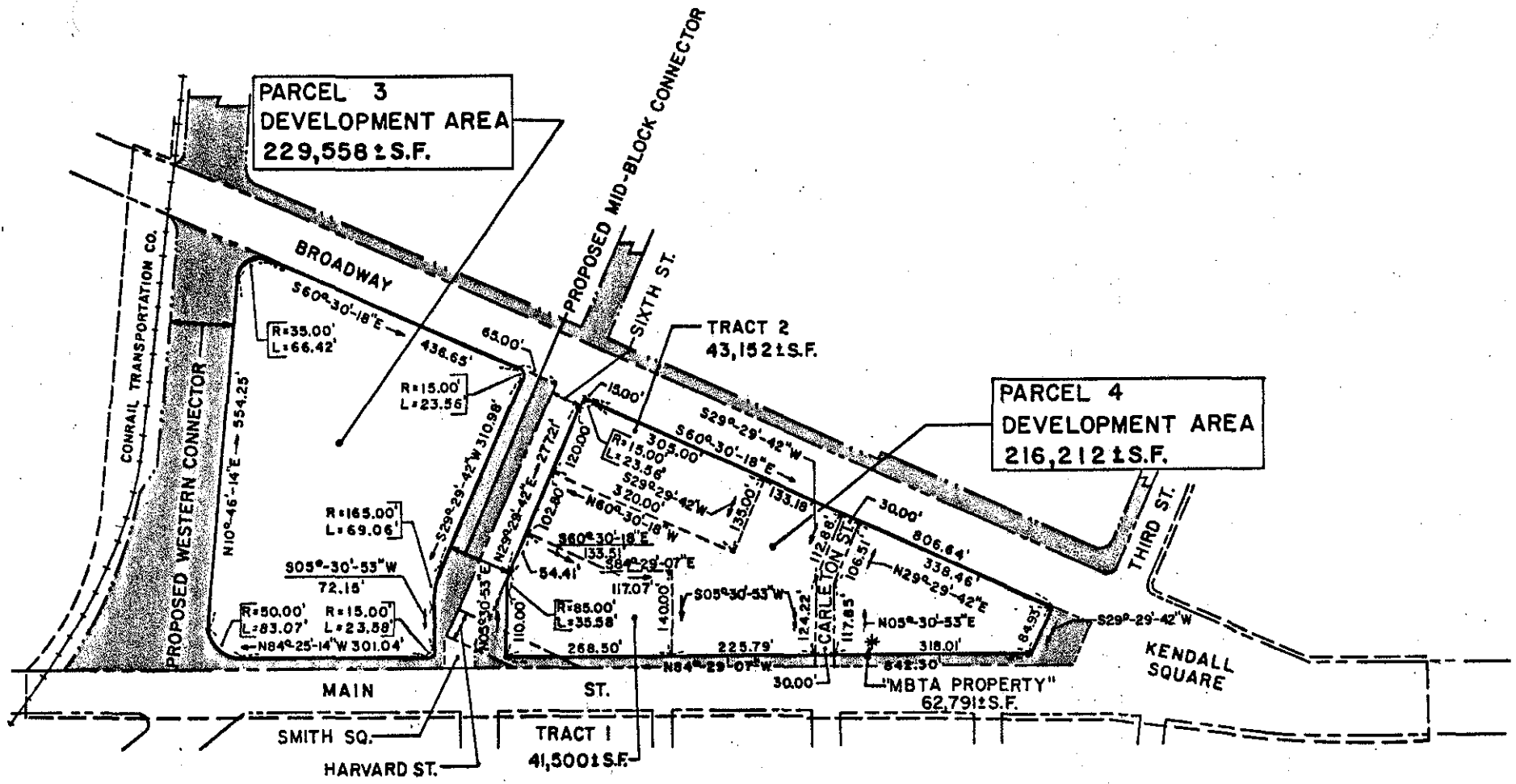


Exhibit A

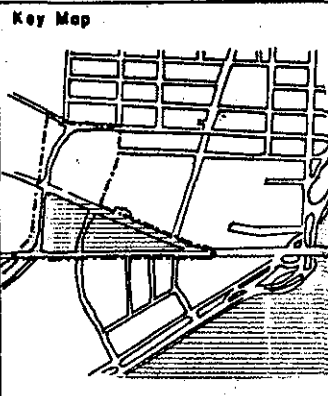
Development Area Map

Engineers **Fay, Spofford & Thorndike, Inc.**

Legend	
	Project Boundary
	Development Area
	First Individual Parcel
	Existing Right of Way
	Reservation Line
	Boundary Portions of Land

Notes

* Approximate location of open plaza for public use, 25,000 ± S.F.



Graphic Scale		
0 100 250		
Sheet Title		
Development Area Map		
	drawn S.J.H.	checked P.E.H.
	date May 25, 1979	scale 1" = 250'

Sheet Number

Cambridge Center

Cambridge Redevelopment Authority

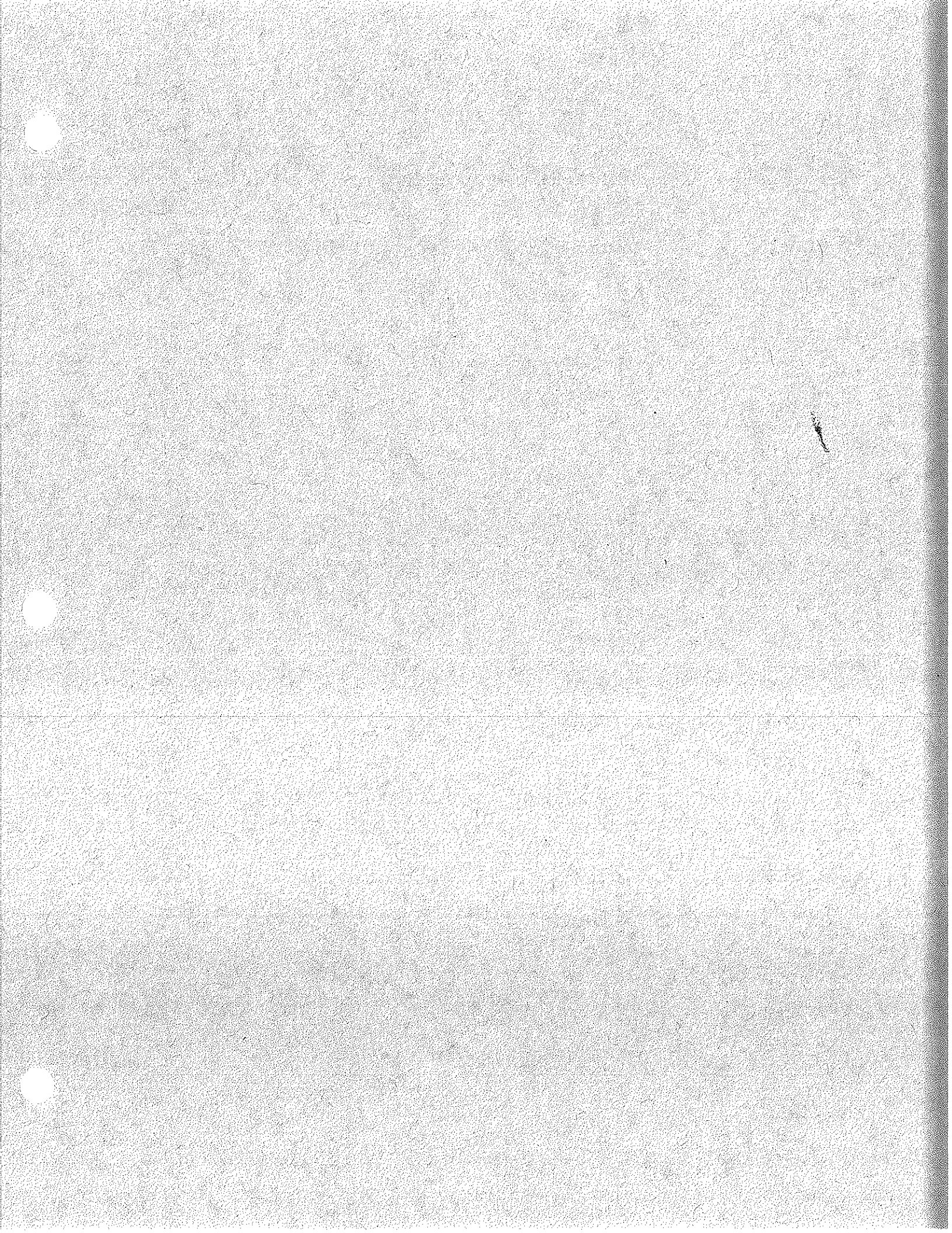


EXHIBIT B

Master Plan Framework and Concept Design Plan

The Master Plan Framework and Concept Design Plan documents attached hereto illustrate the proposed development to be constructed by the Developer and presently contemplated to consist of approximately 1,500,000 square feet of gross floor area on the Development Area.

The Master Plan Framework documents attached herein approximately describe:

- (1) Proposed general land use locations.
- (2) Proposed development quantities, densities, and distributions.
- (3) Proposed parking quantities and distributions.
- (4) Proposed open space quantities and locations.
- (5) Proposed general circulation plan and vehicular and pedestrian access patterns into the Development Area.

The Concept Design Plan documents describe several alternative plans which illustrate a general intent for the design of the entire Development Area, consistent with but more specific than the Master Plan Framework. The Concept Design Plan documents are not intended to commit the Authority or the Developer to precise details, dimensions or configurations. These are subject to refinements during subsequent design phases and shall

be reviewed by the Authority in accordance with the procedures described in Exhibit C.

The attached Master Plan Framework and Concept Design Plan documents are approved by the Authority with the following exceptions:

- (1) Any proposed public improvements suggested on these documents to be constructed by the Authority. Proposed public improvements are outlined in Exhibit G.
- (2) Proposed public street corridor alignments and widths, easements, and Development Area property line descriptions. These are described in Exhibit A.
- (3) The details of the proposed new power substation and hotel locational relationships (because the transformer yard area has been omitted).
- (4) Proposed bus layover locations and designs to the extent not yet approved by MBTA and City.
- (5) Proposed building configurations and locations on Parcel 3.
- (6) Circulation and access plan to the extent not yet approved by City.

The Authority and the Developer will seek to obtain approval by the MBTA and the City of the elements referred to in (4) and (6) above, or such substitute elements as may be mutually acceptable to the Authority and the Developer.

In subsequent design phases the following approved elements of the Concept Design Plan documents shall serve as the basis of future design refinements:

- (1) Proposed densities, development square footages, and parking quantities for Parcel 3, but not specific configurations or building locations.
- (2) Proposed location for first building site on Parcel 4.
- (3) Proposed general locations, orientations, and configurations for other buildings, open spaces and parking garages on Parcel 4.
- (4) Proposed densities, and development square footages for Parcel 4.
- (5) Locational relationships between the proposed new rapid transit entrance on the north side of Main Street and the proposed public transit plaza.
- (6) Location and orientation of the proposed public transit plaza which is to be open to Main Street and southern sun exposure.
- (7) Proposed retail location focused on the ground floor of buildings (and second floor if need arises) around the proposed public transit plaza and along the length of Main Street.
- (8) The recognition and connection of a proposed on-grade pedestrian linkage across Main Street between the proposed public transit plaza and the primary pedestrian circulation system of MIT's proposed East Campus development.
- (9) Proposal for a basic 3-5 story thematic building element around the site supporting higher elements and relating the overall project to a pedestrian scale.

- (10) Overall vehicular and pedestrian circulation plan, subject to the resolution of specific access patterns and bus circulation routes.
- (11) Permanent screening of exterior facade (not facing public streets) of structured parking with low-rise buildings or other suitable building materials.

EXHIBIT B ; PART I

TO DEVELOPMENT AGREEMENT
BETWEEN
CAMBRIDGE REDEVELOPMENT AUTHORITY
AND
CAMBRIDGE CENTER ASSOCIATES

CAMBRIDGE CENTER: MASTER PLAN FRAMEWORK CAMBRIDGE, MASSACHUSETTS

CAMBRIDGE CENTER ASSOCIATES, DEVELOPER
DAVIS, BRODY & ASSOCIATES, ARCHITECTS

1. LAND USE/ DENSITY
2. CIRCULATION

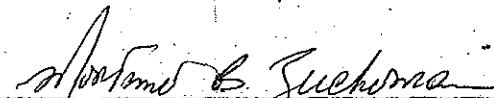
1 MAY, 1979

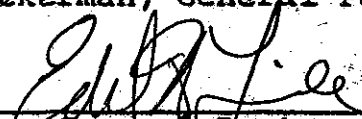
APPROVED:

CAMBRIDGE REDEVELOPMENT AUTHORITY

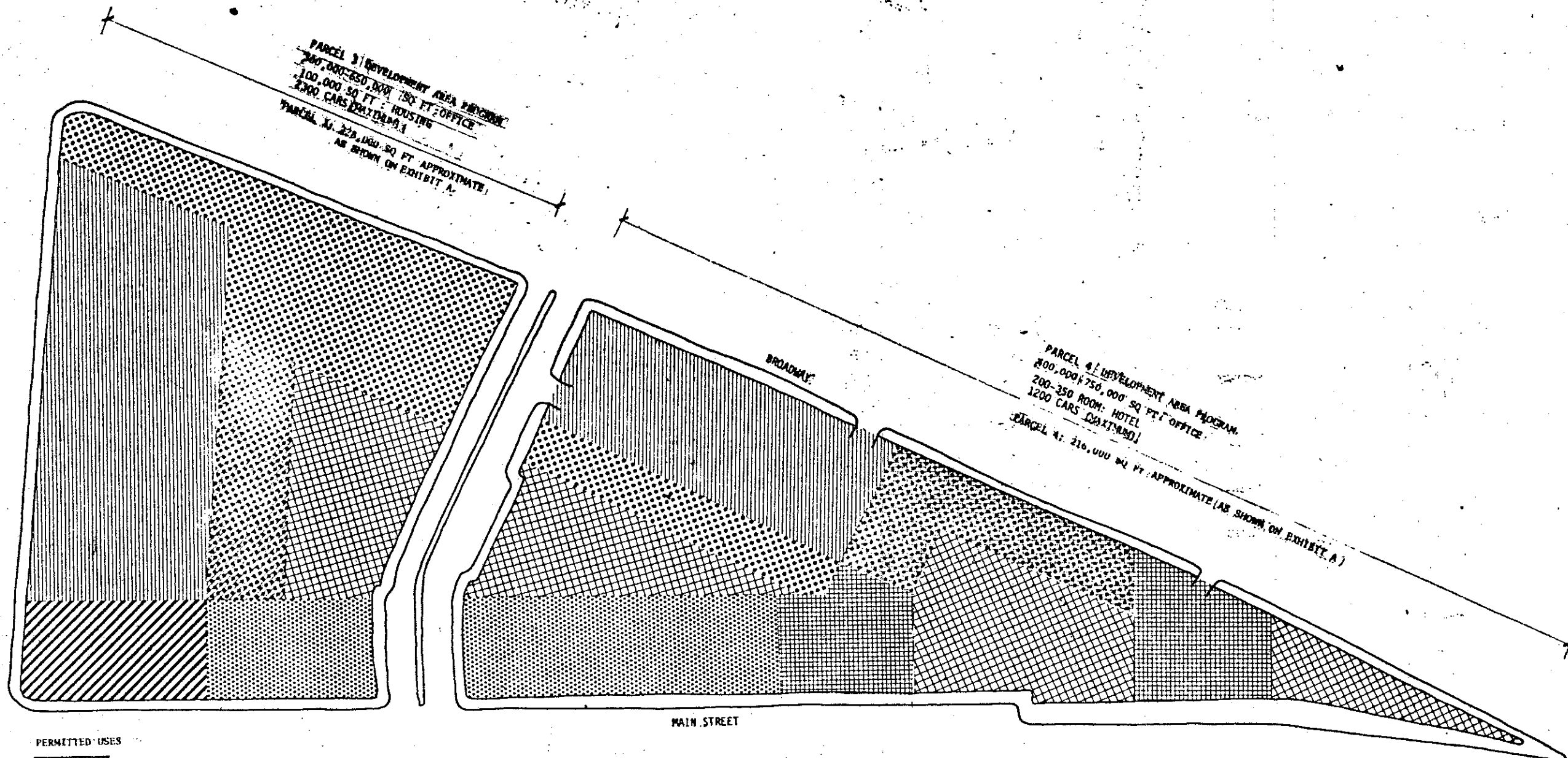
By 
Charles C. Nowiszewski, Chairman

CAMBRIDGE CENTER ASSOCIATES

By 
Mortimer B. Zuckerman, General Partner

By 
Edward H. Linde, General Partner

APPROVAL DATE: JUNE 11, 1979



PERMITTED USES

- HOTEL / OFFICE
- HOUSING / OFFICE
- OFFICE /
- PARKING
- OFFICE / PARKING
- OPEN SPACE IMPROVEMENTS
- HOTEL / OFFICE / PARKING
- OFFICE / HOUSING / PARKING

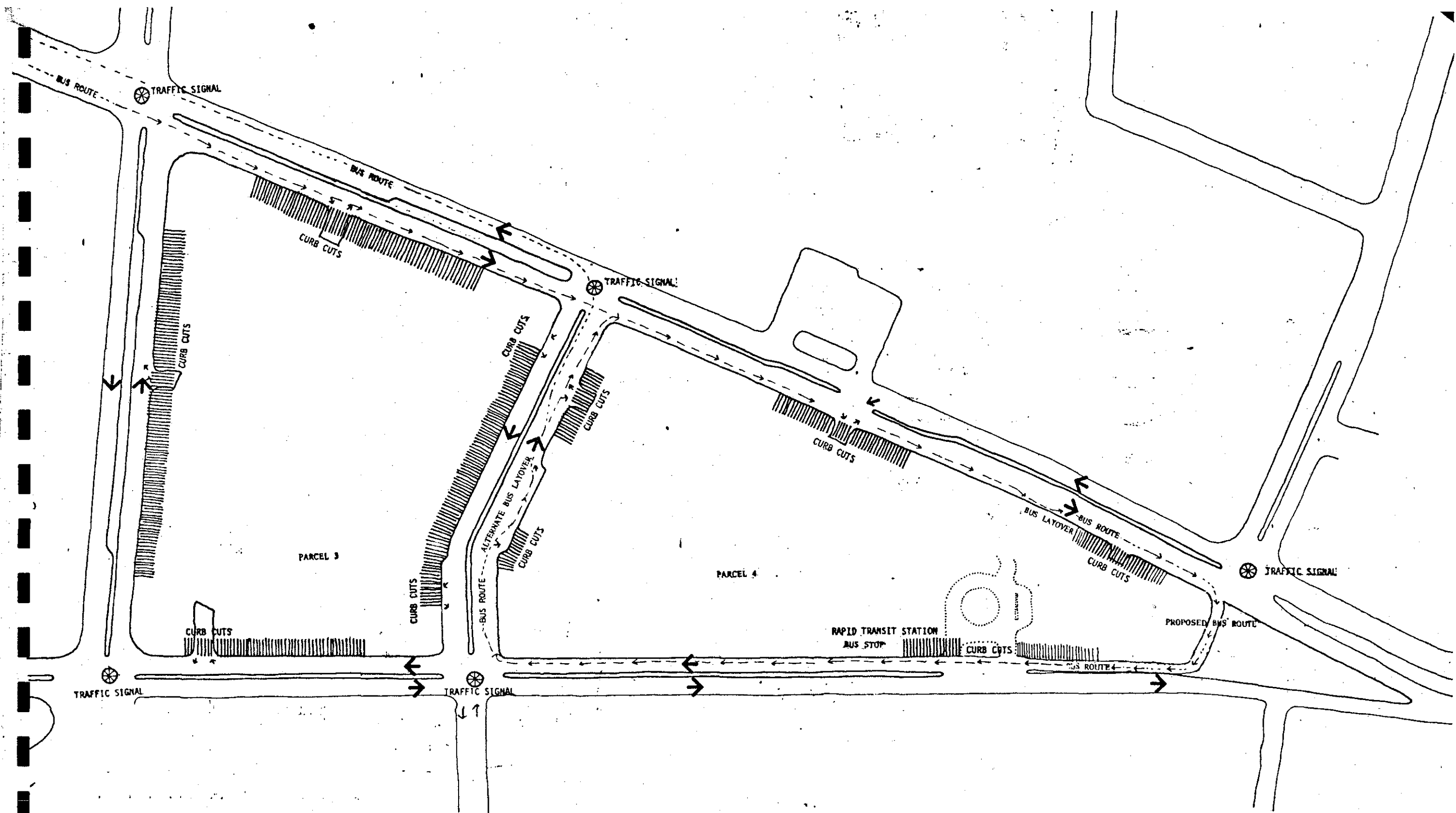
PARCEL 3 & 4
 DEVELOPMENT PROGRAMS
 1.5 MILLION SQ FT
 1500 CARS (APPROXIMATE)

PARCELS 3 & 4: TOTAL 444,000 SQ FT APPROXIMATE (AS SHOWN ON EXHIBIT A)
 NOTE: ABOVE AREAS WILL VARY SLIGHTLY ACCORDING TO
 PROPERTY LINE AGREEMENTS

RETAIL MAY BE ON THE GROUND FLOOR OF ALL BUILDINGS, BUT WILL BE CONCENTRATED
 AROUND TRANSIT PLAZA AND ALONG MAIN STREET.
 RETAIL, SERVICE, ENTERTAINMENT, RECREATION: 50,000-250,000 SQ FT

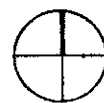
MASTER PLAN FRAMEWORK
 LAND USE / DENSITY

CAMBRIDGE CENTER
 CAMBRIDGE, MASSACHUSETTS
 BOSTON PROPERTIES, DEVELOPER
 DAVIS, BRODY & ASSOCIATES, ARCHITECTS



THIS DRAWING REPRESENTS POTENTIAL CURB CUTS FOR PARKING ACCESS. IT IS UNDERSTOOD THAT CURB CUTS REQUIRED FOR BUILDINGS (TAXI DROP-OFF SERVICE, DELIVERY, ETC) MUST BE POSITIONED AT TIME OF BUILDING DESIGN AND WILL BE PERMITTED WITH THE PERMISSION OF THE AUTHORITY AND CITY IN LOCATIONS NOT INDICATED ON THIS DRAWING.

MASTER PLAN FRAMEWORK CIRCULATION AND ACCESS



CAMBRIDGE CENTER
 CAMBRIDGE, MASSACHUSETTS
 BOSTON PROPERTIES, DEVELOPER
 DAVIS, BRODY & ASSOCIATES, ARCHITECTS

EXHIBIT B; PART 2

TO DEVELOPMENT AGREEMENT
BETWEEN
CAMBRIDGE REDEVELOPMENT AUTHORITY
AND
CAMBRIDGE CENTER ASSOCIATES

CAMBRIDGE CENTER: CONCEPT DESIGN PLAN

CAMBRIDGE, MASSACHUSETTS

CAMBRIDGE CENTER ASSOCIATES, DEVELOPER

DAVIS, BRODY & ASSOCIATES, ARCHITECTS

APPROVED:

CAMBRIDGE REDEVELOPMENT AUTHORITY

By Charles C. Nowiszewski
Charles C. Nowiszewski, Chairman

CAMBRIDGE CENTER ASSOCIATES

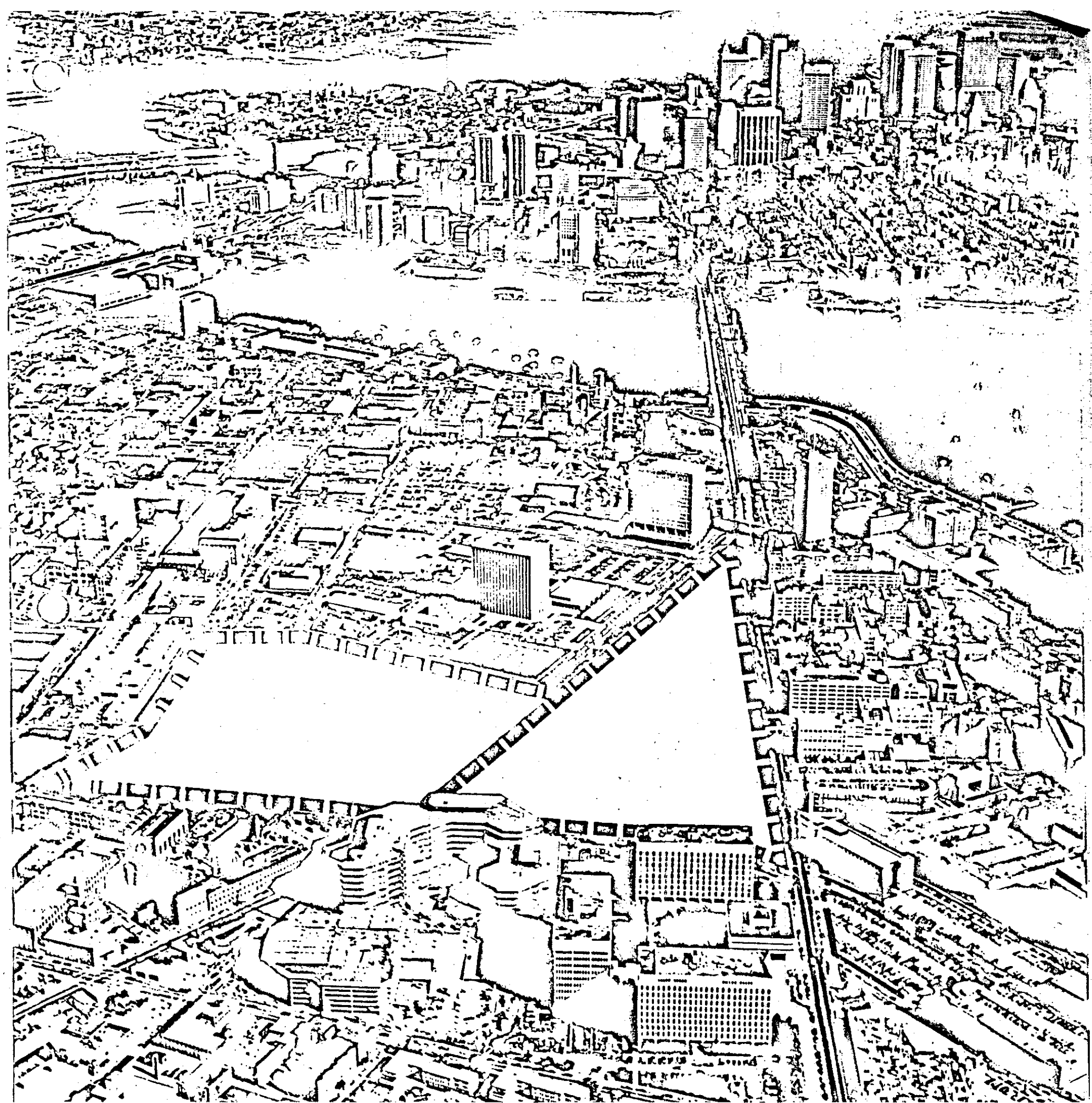
By Mortimer B. Zuckerman
Mortimer B. Zuckerman, General Partner

By Edward H. Linde
Edward H. Linde, General Partner

APPROVAL DATE: JUNE 11, 1979

1	Development PROGRAM / Development Objectives
2	Site Context: Alternate "A" shown
3	General Site Plan: Alternative A: Grade Plan (Parcel 4)
4	General Site Plan: Alternate B: Grade Plan (Parcels 3 & 4)
5	Perspective Sketch-Main Street (Alternate B)
6	Perspective Sketch-Main Street (Parcel 4) Alternate B
7	Circulation
8	Sub-Grade Plan (Alternate A)
9	Lower Floors Plan (Alternate A)
10	Tower Floors Plan (Alternate A)
11	Prototypical Office Tower Plan
12	Elevation: Main Street: Alternative A (Parcel 4)
13	Elevation: Broadway: Alternative A (Parcels 3 & 4)
14	Elevation: Main Street: Parcel 4: Alternative A
15	Section A-A (East-West): Alternative A
16	Sections B-B; C-C; D-D; E-E (North-South): Alternative A
17	Alternative B: Roof Plan
18	Alternative A: Roof Plan
19	Alternative D: Roof Plan
20	Alternative E: Roof Plan
21	Alternative F: Roof Plan

1 MAY, 1979



PROGRAM

1. Parcel 3 & 4 Development Program

1.5 million sq. ft.
3500 cars maximum

2. Parcel 4 Development Program

400,000-750,000 sq. ft.: Office
1200 cars maximum
200-350 floors: Hotel

3. Parcel 3 Development Program

500,000-650,000 sq. ft.: Office
2500 cars maximum
100,000 sq. ft.: Housing

4. RETAIL MAY BE ON THE GROUND FLOOR OF ALL BUILDINGS, BUT WILL BE CONCENTRATED AROUND TRANSIT PLAZA AND ALONG MAIN STREET. RETAIL, SERVICE, ENTERTAINMENT, RECREATION 50,000-250,000 SQ FT

The Plan objectives of the project are as follows:

To provide:

- Well-planned, well-designed improvements which provide for the most appropriate reuse of the land in conformity with the general plan for the City of Cambridge as a whole and with definite local objectives;
- The improvement of land use and traffic circulation;
- The improvement of public transportation, public utilities, and other public improvements;
- The improvement of truck access to and through the project area; and
- The provision of a decent, pleasant, and humane environment involving a mixture of those land uses needed to produce balanced development;
- To maximize the full socio-economic potential of the project area with the most appropriate land uses and densities, and consistent with the other objectives stated herein;
- To secure development in the shortest possible time period;
- To relate to development controls in the surrounding area;
- To help alleviate problems of vehicular movement through East Cambridge;
- To achieve harmonious visual and functional relationships with adjacent areas;
- To establish a sense of identity and place for Kendall Square;
- To encourage the development of Kendall Square as an activity center; and
- To capitalize on the location of rapid transit facilities.

To provide:

- Public open spaces, plazas, parks and landscaping;
- Public rights-of-way and other easements;
- Public streets, sidewalks and malls and other vehicular and pedestrian, public transit and transportation, and off-street parking facilities, appurtenances, and related improvements.

All buildings within the project area on land designated to be acquired shall be suitably provided with:

- (a) Automobile passenger discharge areas;
- (b) Automobile and truck service and delivery areas;
- (c) Vehicular access points;

in such a way as not to impede general vehicular and pedestrian traffic flow in public streets and rights-of-way.

All buildings within the project area shall be constructed as "Type 1", fireproof, or "Type 2", semi-fireproof, in full conformity with the provisions of and as defined in the Cambridge Building Code, as amended to and including February 14, 1977, or their equivalent under the Cambridge Building Code as applicable at the time of construction, and all other

applicable State and local laws, ordinances, codes and regulations.

- Exterior Lighting

Exterior lighting within the project shall be provided.

- Landscaping

All open areas within the project area shall be suitably landscaped so as to provide a visually attractive environment.

Create an environment which will be lively and attractive and provide daily amenities and services for the use and enjoyment of the working population and Cambridge residents.

Establish an active urban character for the area by the intensive utilization of land and by the mixing of compatible land uses, especially near the rapid transit station.

Achieve a proper integration of buildings and spaces within and outside the project area by carefully relating the scale and materials in new development both among project components and with respect to the scale and materials surrounding development.

Establish a focus through building form and open space which will serve to create development identity of sufficient positive impact.

Preserve and enhance long and short range views, visual privacy, by the careful positioning of buildings and open space.

Obtain a relationship between buildings, open spaces and public ways which provides increased protection to the pedestrian during unfavorable weather conditions.

Link all project components with continuous and safe pedestrian circulation systems.

Establish an orderly sequence and hierarchy of open spaces and pedestrian routes throughout the site.

Provide maximum opportunity for safe and convenient pedestrian access to surrounding areas.

- Retail at grade

- Variety of open spaces - hard and soft areas

- Buildings that are humane in scale

- Buildings that are energy efficient

PROGRAM
DESIGN OBJECTIVES

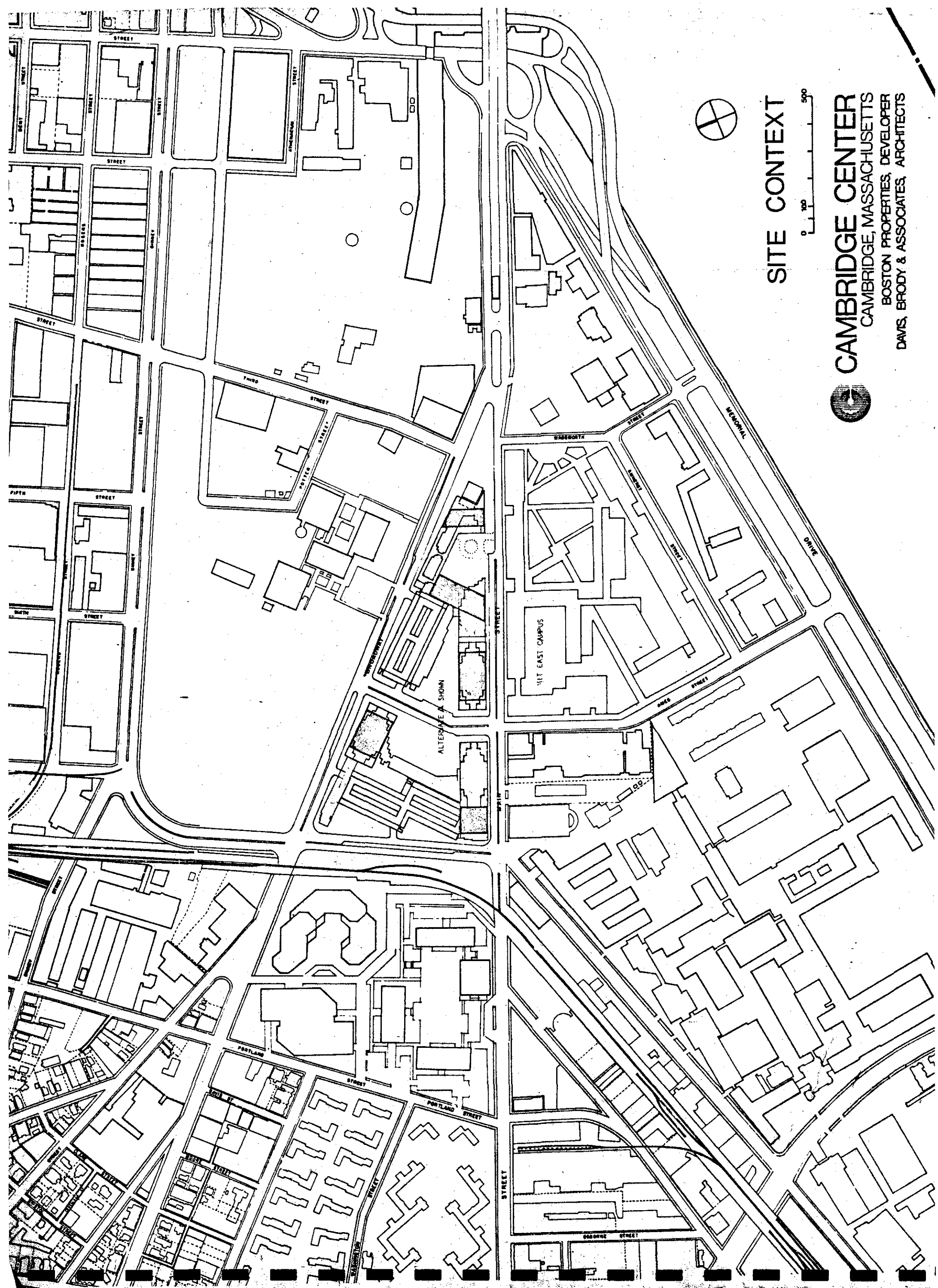


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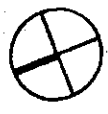
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BOSTON PROPERTIES, DEVELOPER

DWGS BROWN & ASSOCIATES, ARCHITECTS



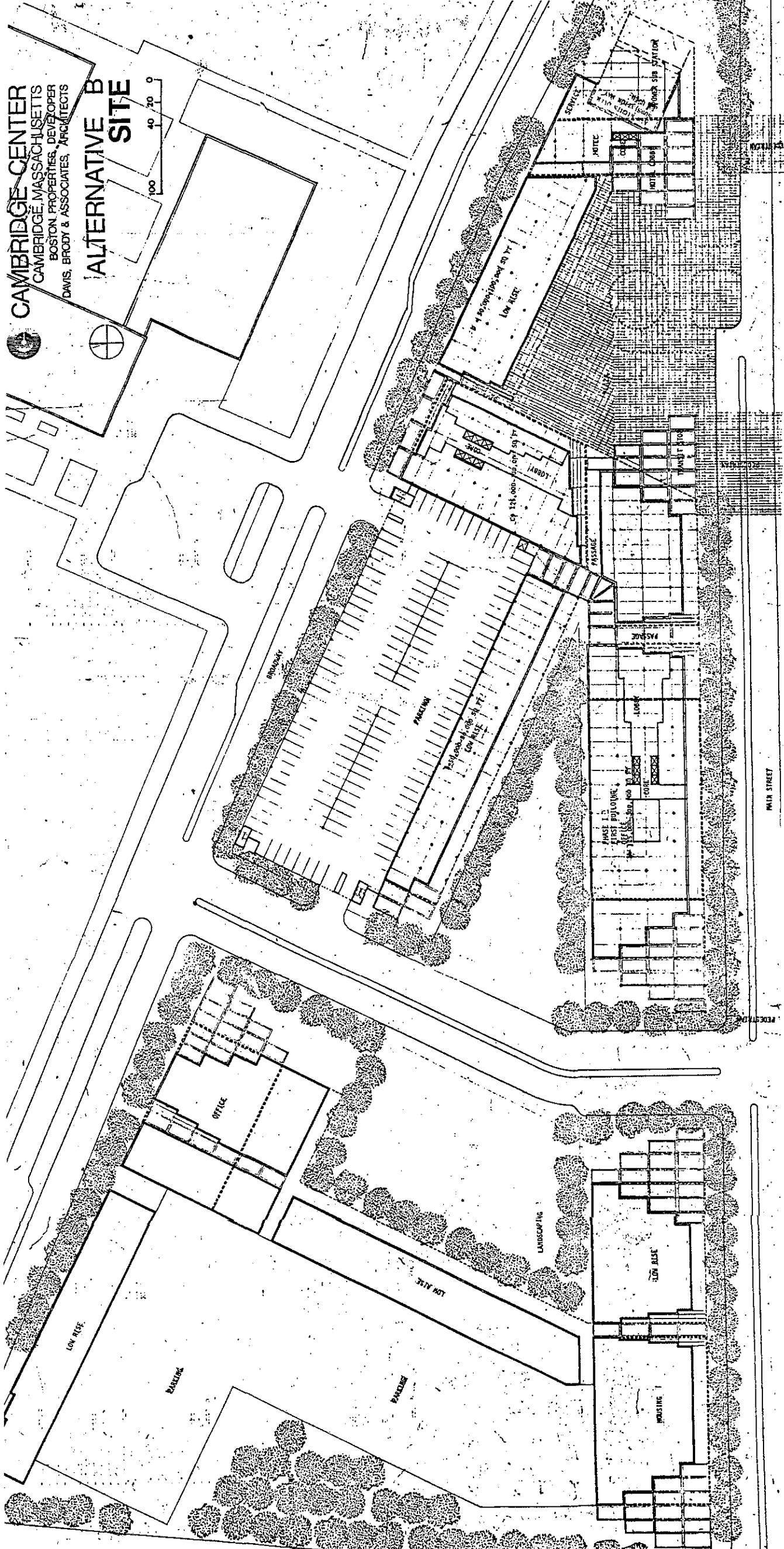
SITE CONTEXT

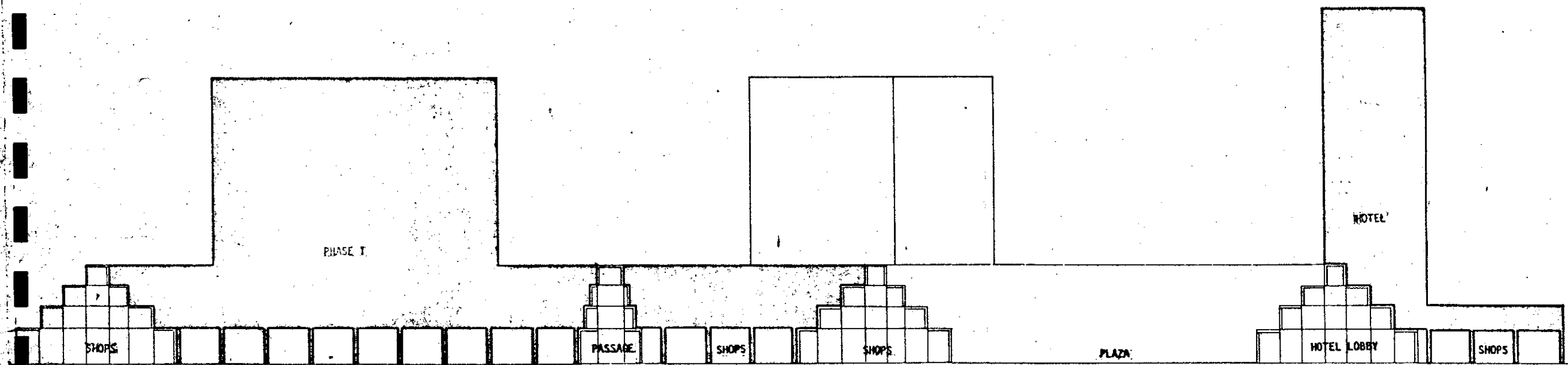


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BOSTON PROPERTIES, DEVELOPER
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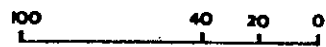
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CAMBRIDGE, MASSACHUSETTS
BOSTON PROPERTIES, DEVELOPER
DAVIS, BRODY & ASSOCIATES, ARCHITECTS

**ALTERNATIVE B
SITE**

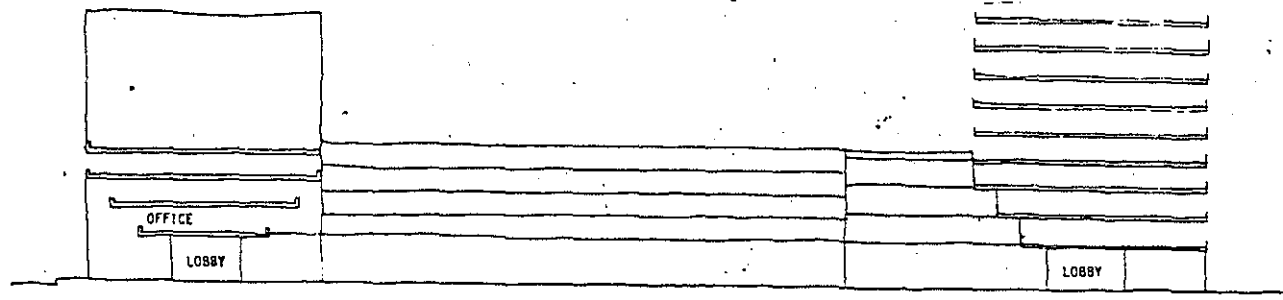




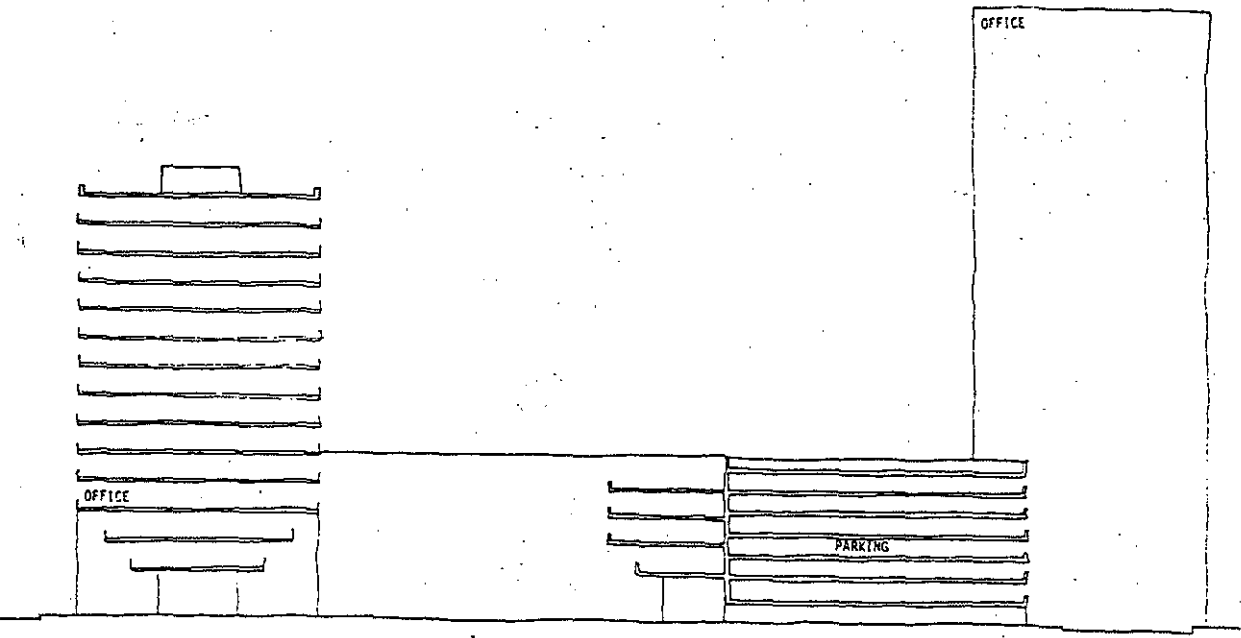
ELEVATION: MAIN STREET
 ALT. A, PARCEL 4



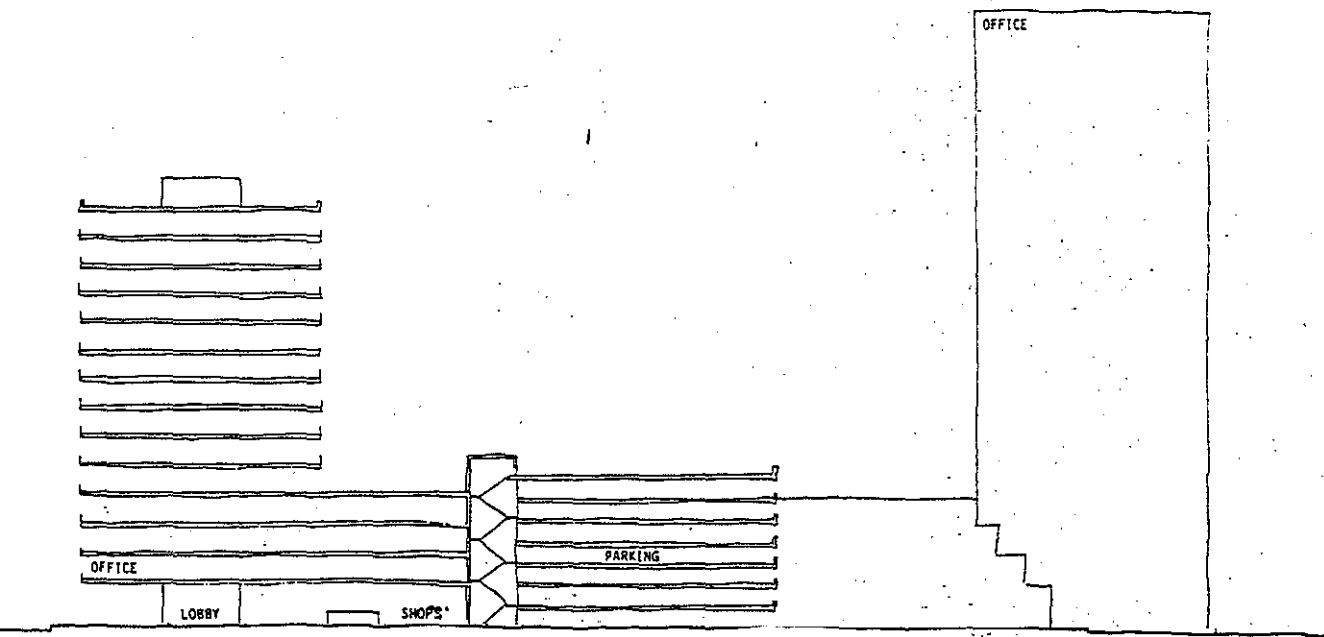
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 DAVIS, BRODY & ASSOCIATES, ARCHITECTS



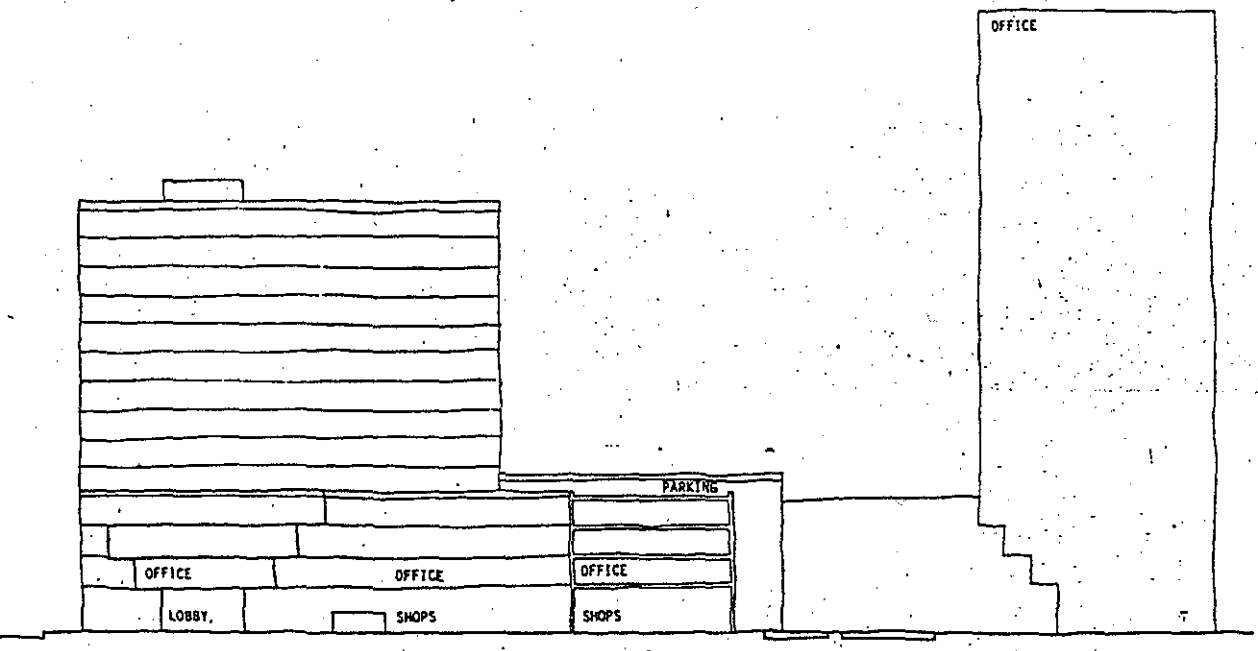
B-B



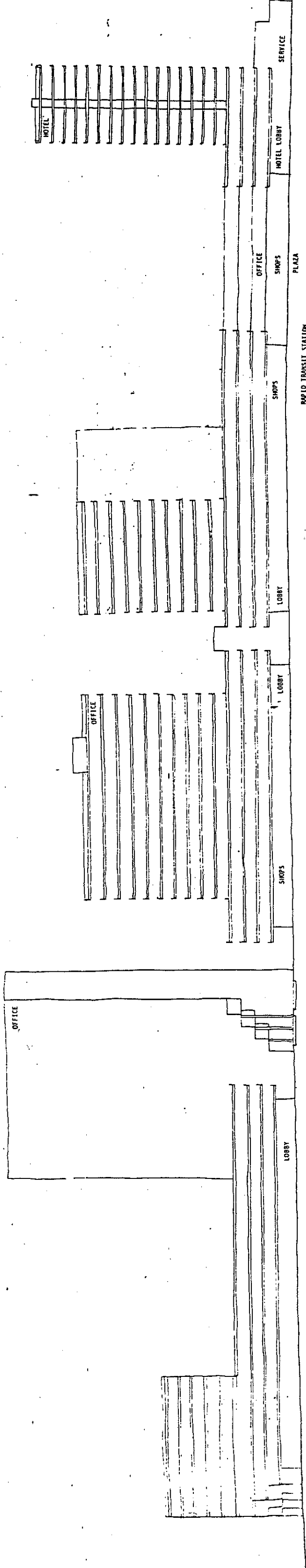
C-C



D-D



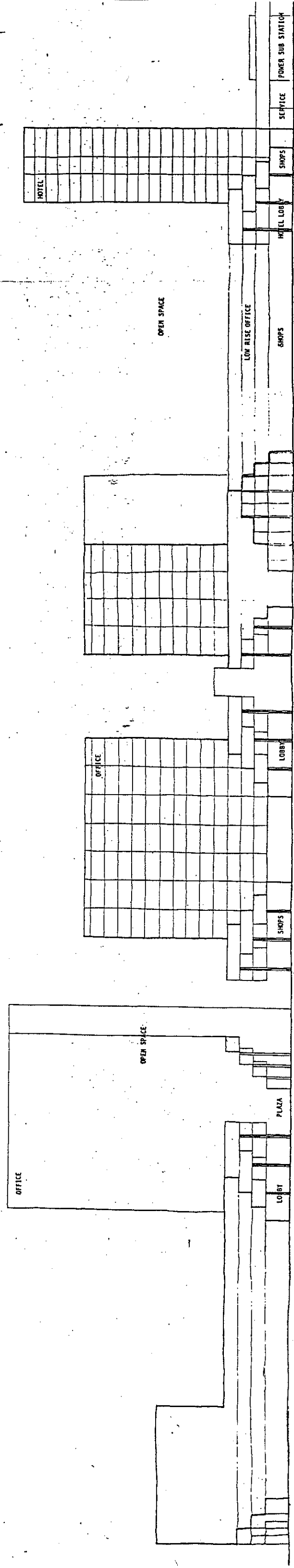
E-E



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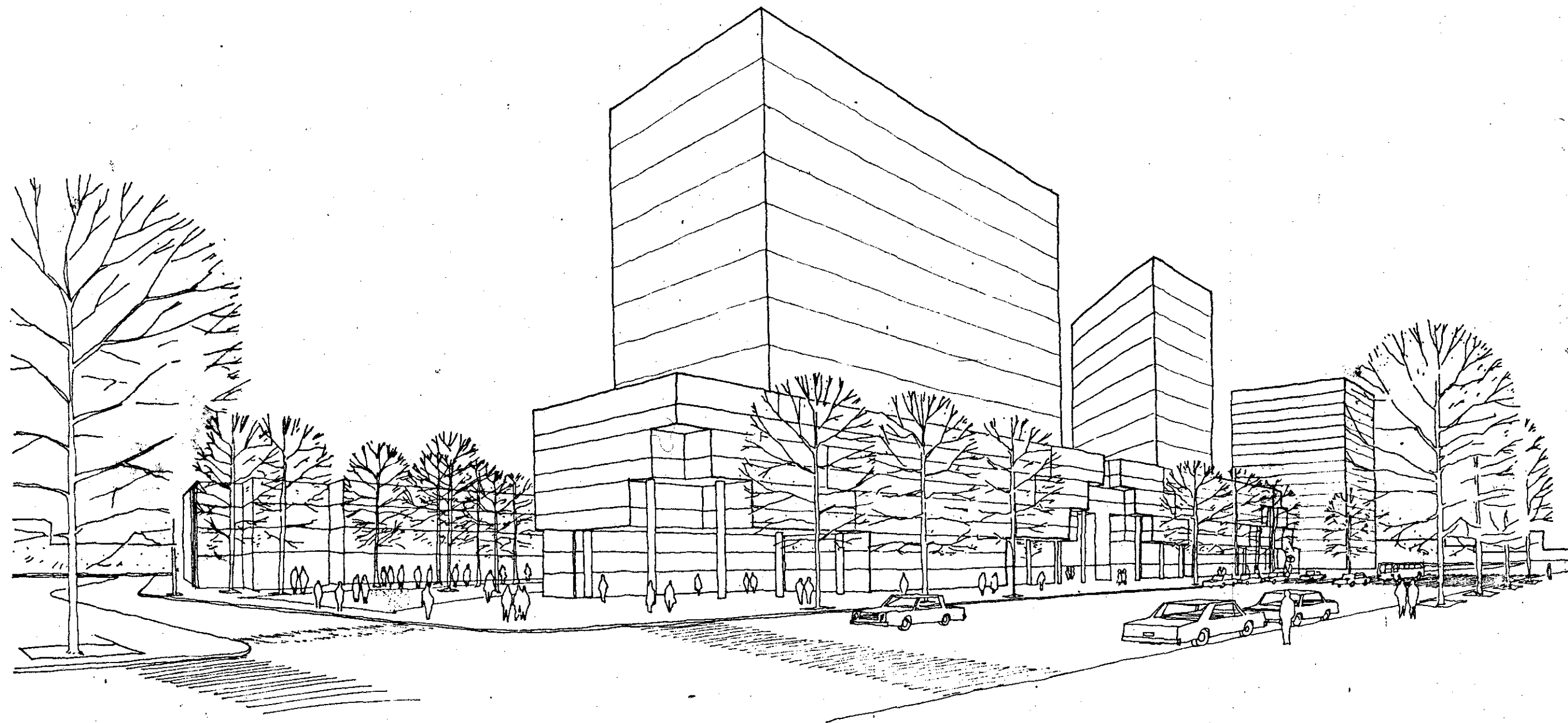


SECTION A-A (E-W)
 ALT. A



ELEVATION: MAIN STREET
 ALT. A



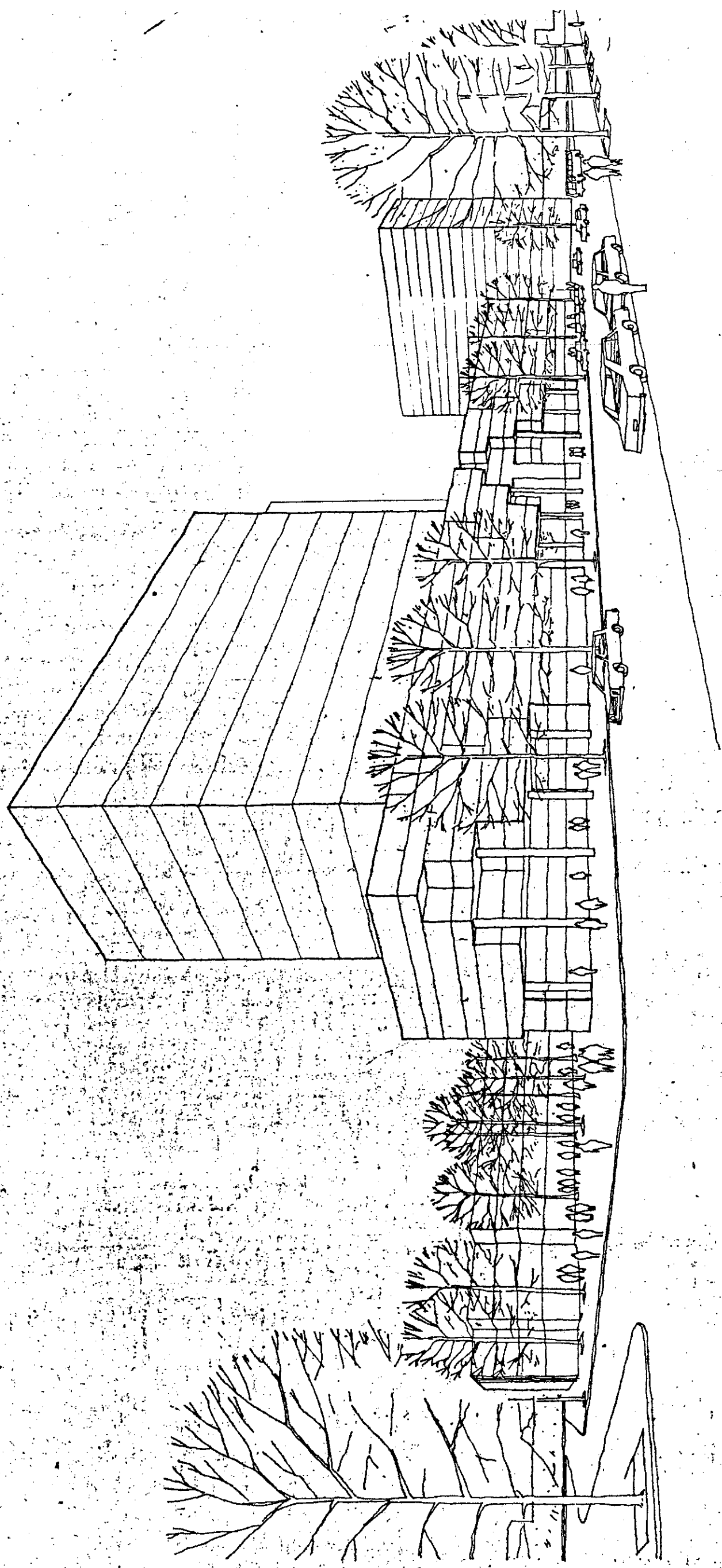


ALTERNATIVE A SHOWN
LOOKING NORTHEAST TOWARDS FIRST
OFFICE TOWER.
MAIN STREET IN FOREGROUND.

PERSPECTIVE



CAMBRIDGE CENTER
CAMBRIDGE, MASSACHUSETTS
BOSTON PROPERTIES, DEVELOPER
DAVIS, BRODY & ASSOCIATES, ARCHITECTS



ALTERNATE B SHOWN

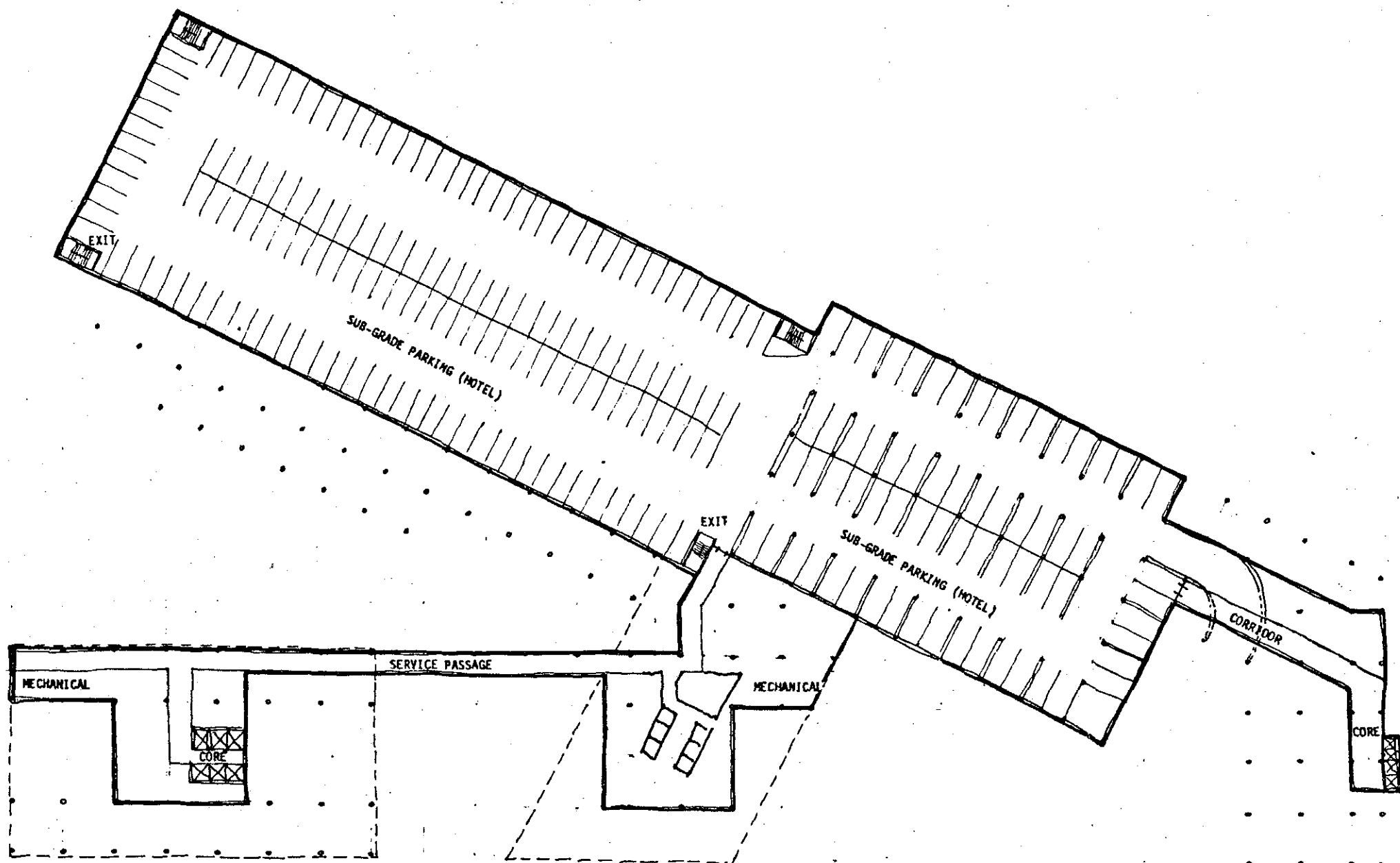


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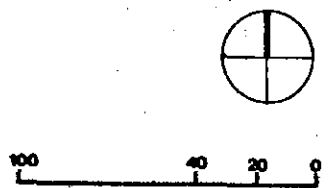
CAMBRIDGE, MASSACHUSETTS

BOSTON PROPERTIES, DEVELOPER

DAVIS, BRODY & ASSOCIATES, ARCHITECTS



SUB-GRADE
ALT. A

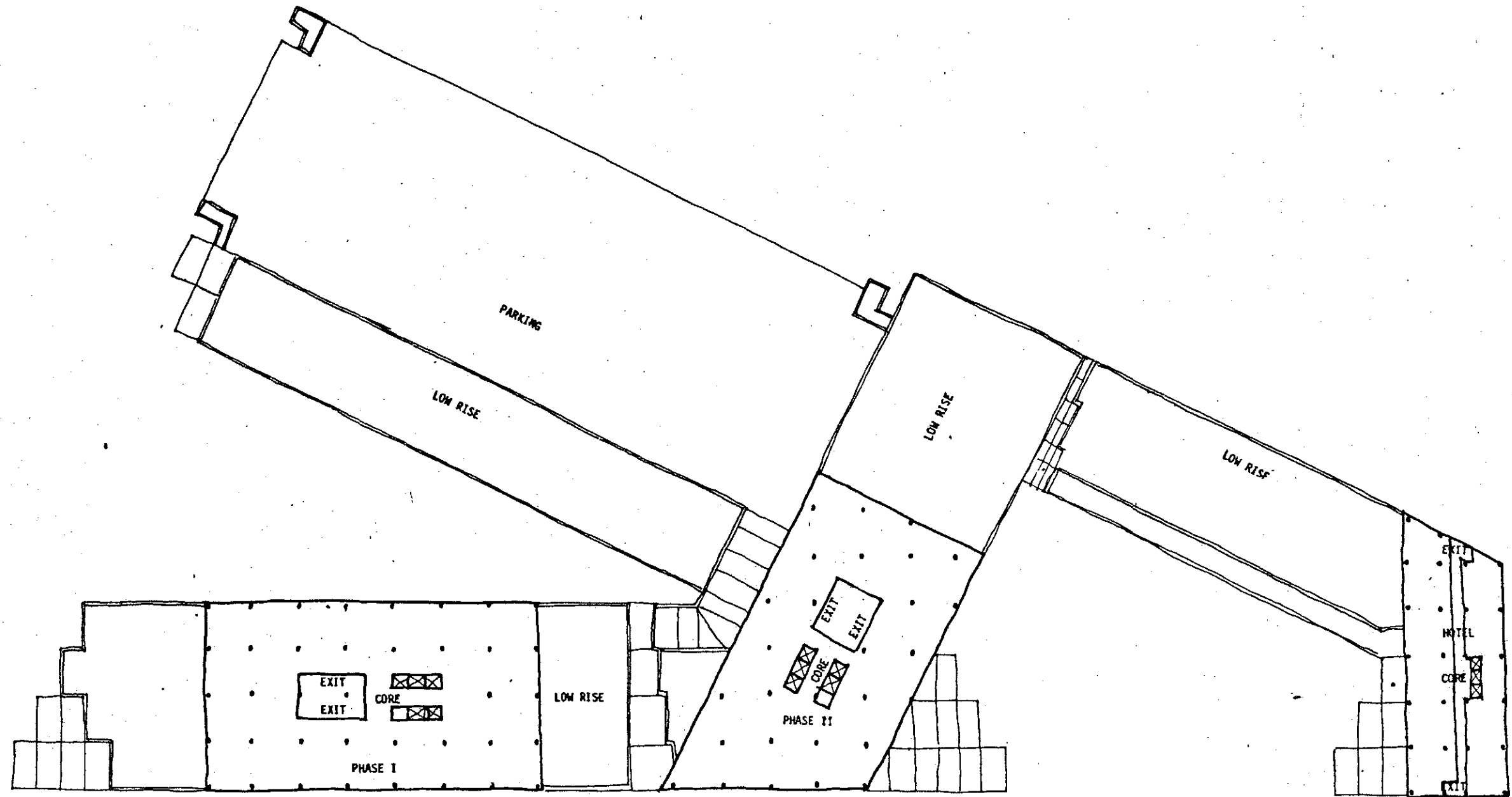


CAMBRIDGE CENTER

CAMBRIDGE, MASSACHUSETTS

BOSTON PROPERTIES, DEVELOPER

DAVIS BRODY & ASSOCIATES ARCHITECTS



TOWERS
ALT. A

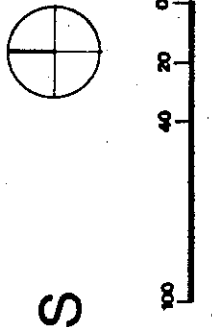
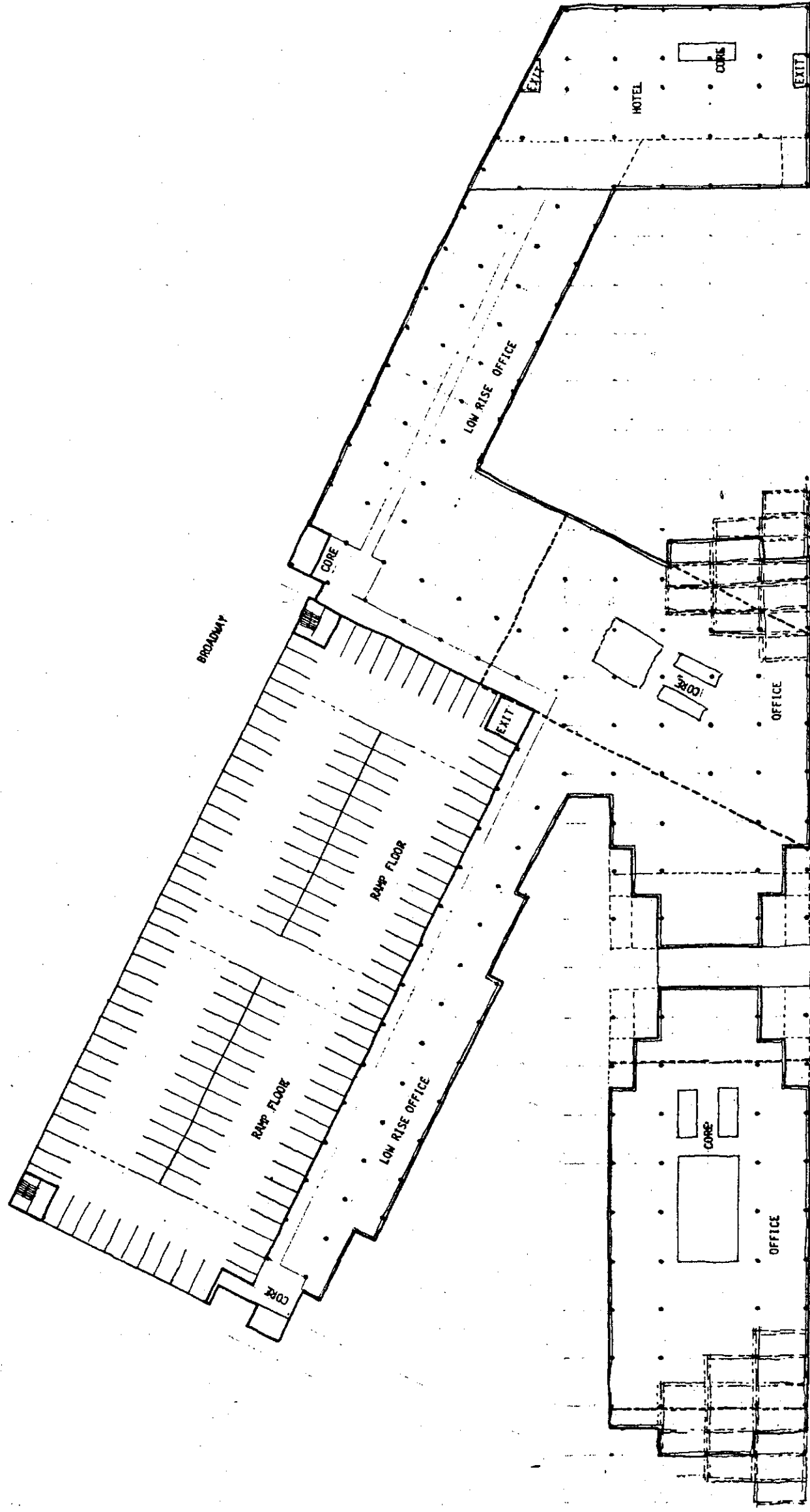


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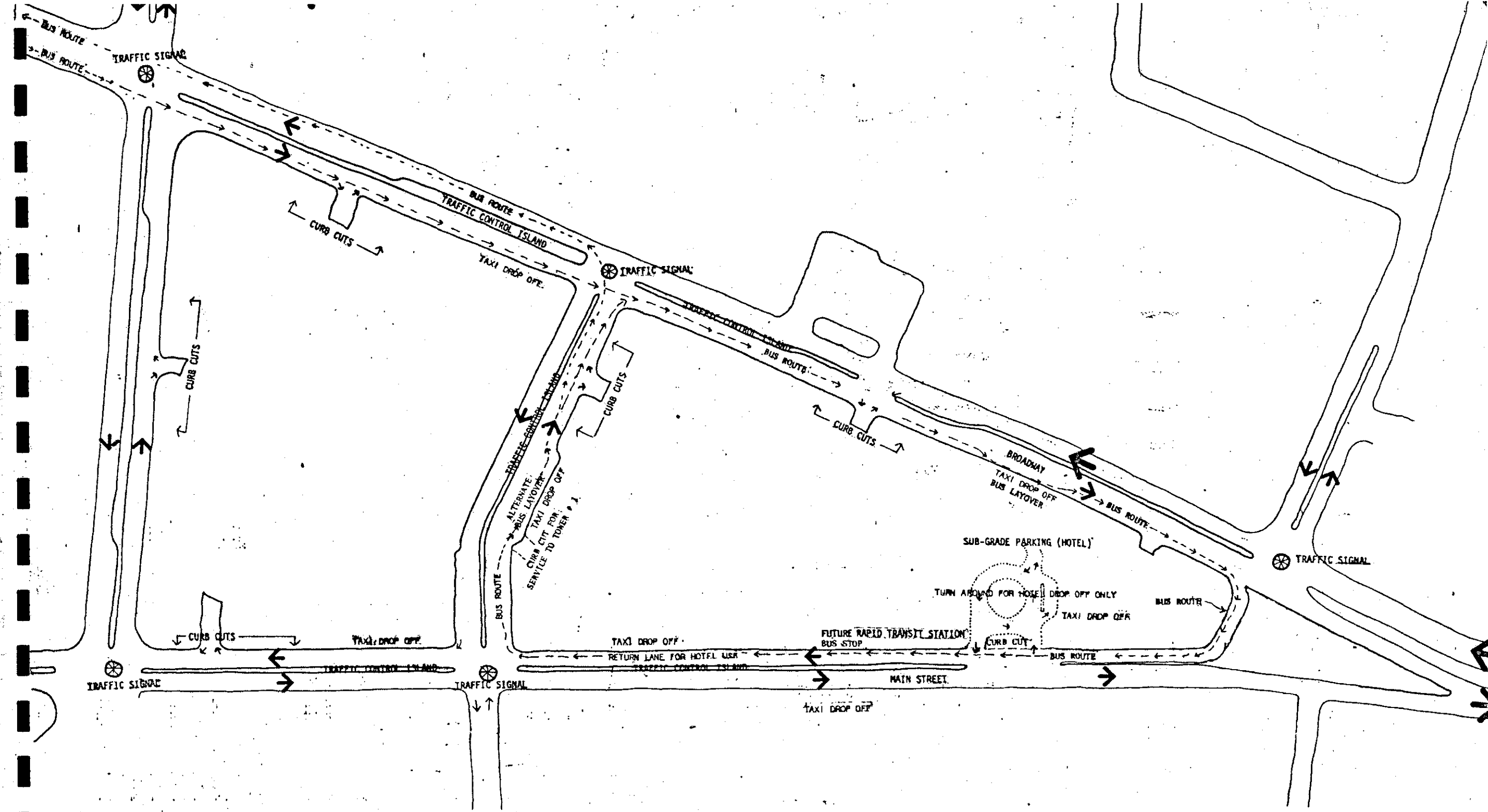
CAMBRIDGE, MASSACHUSETTS

BOSTON PROPERTIES, DEVELOPER

DAVIS BRODY & ASSOCIATES, ARCHITECTS

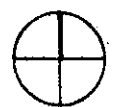


67 14



SPECIFIC TRAFFIC ISLAND CONFIGURATIONS
 TO BE FINALIZED WITH CONSIDERATIONS OF TRAFFIC
 DEPARTMENT

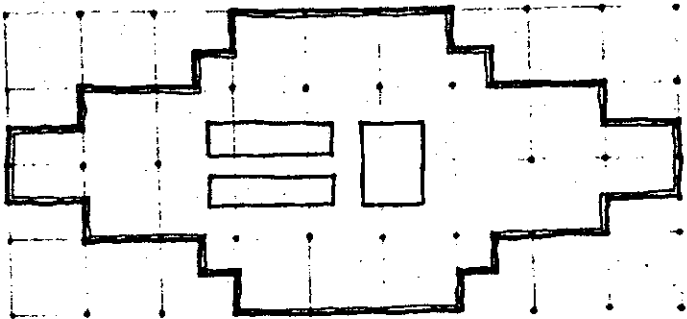
CIRCULATION



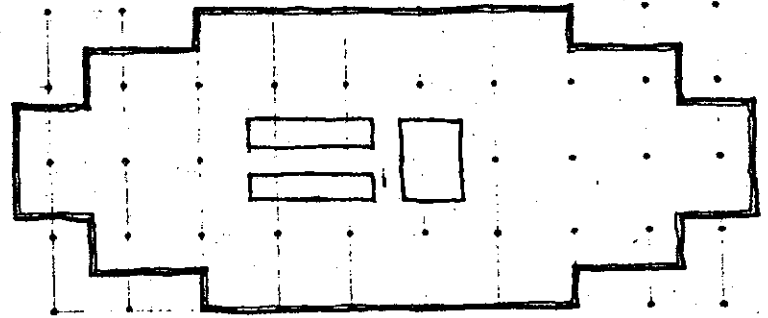
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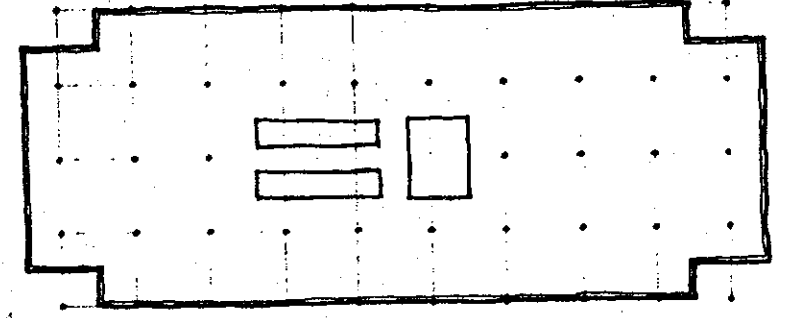
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 CAMBRIDGE, MASSACHUSETTS
 BOSTON PROPERTIES, DEVELOPER
 DAVIS, BRODY & ASSOCIATES, ARCHITECTS



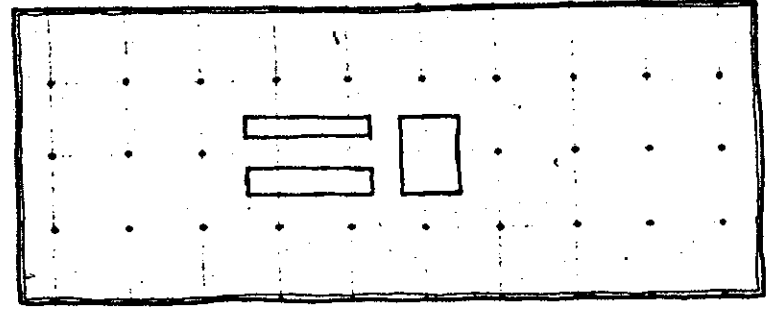
Grade Plan 18,125^{sq} ft



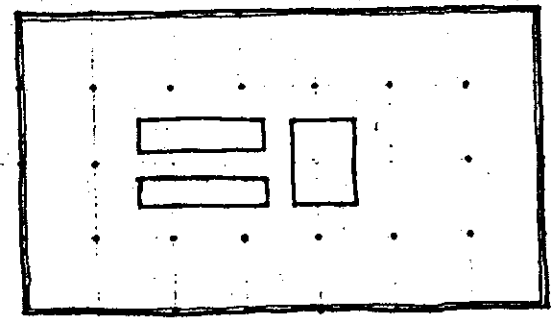
1st Office Level 20,375^{sq} ft



2nd Office Level 25,000^{sq} ft



3rd Office Level 26,250^{sq} ft



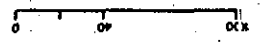
Typical Office Level 18,575^{sq} ft

10 = 185,750^{sq} ft

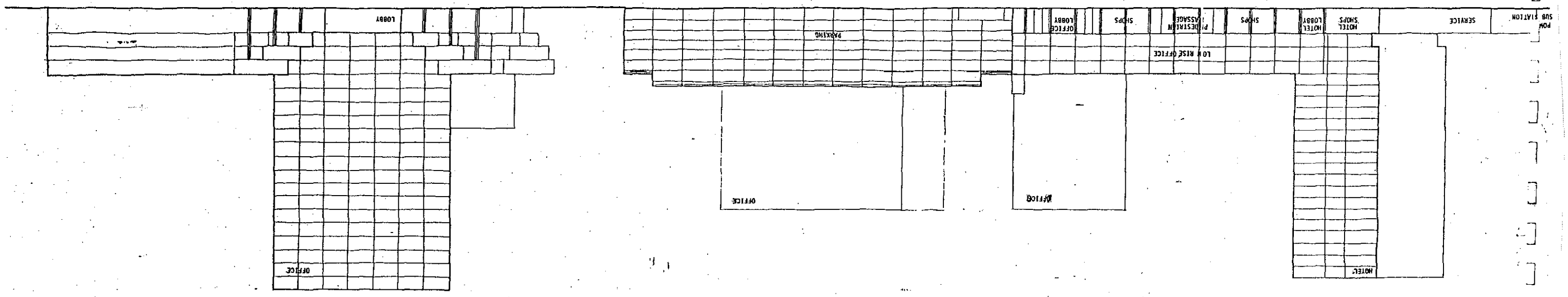
Total = 250,000^{sq} ft

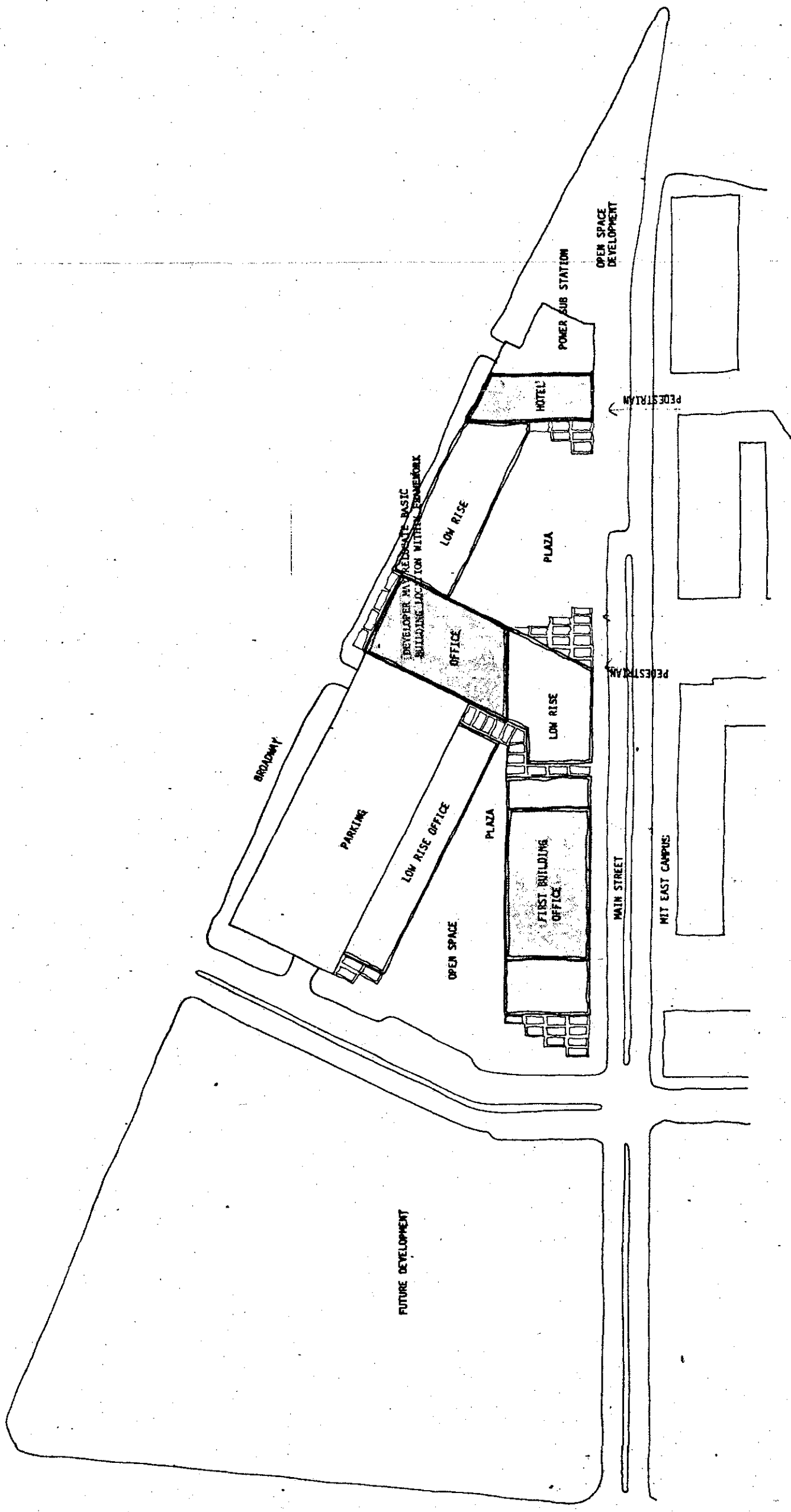
PROTOTYPICAL OFFICE TOWER

ELEVATION: BROADWAY
AT A PARCEL 5 284

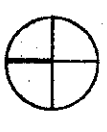


CAMBRIDGE CENTER
CAMBRIDGE, MASSACHUSETTS
BOSTON PROPERTIES, DEVELOPER
DAVIS, BRODY & ASSOCIATES, ARCHITECTS

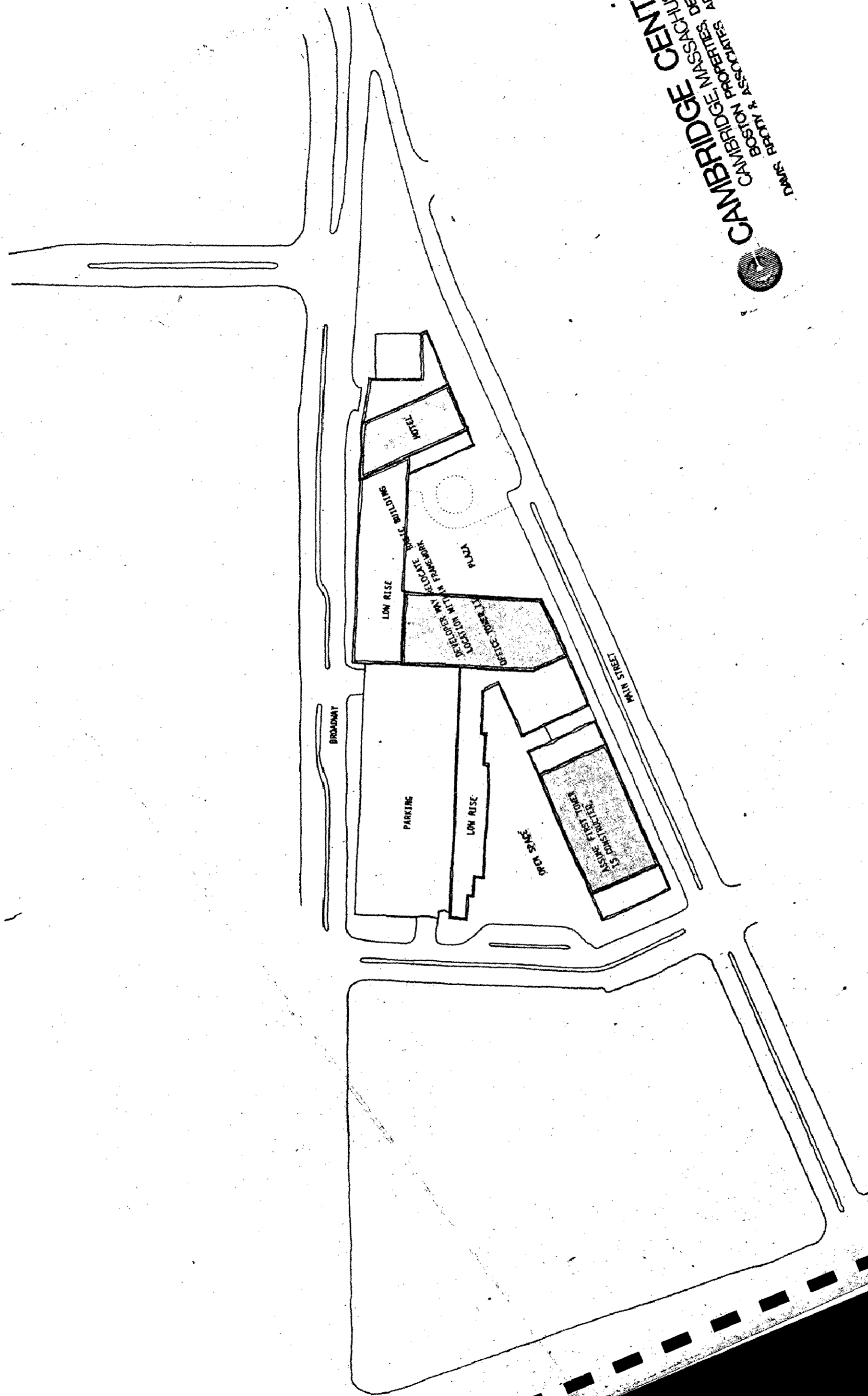




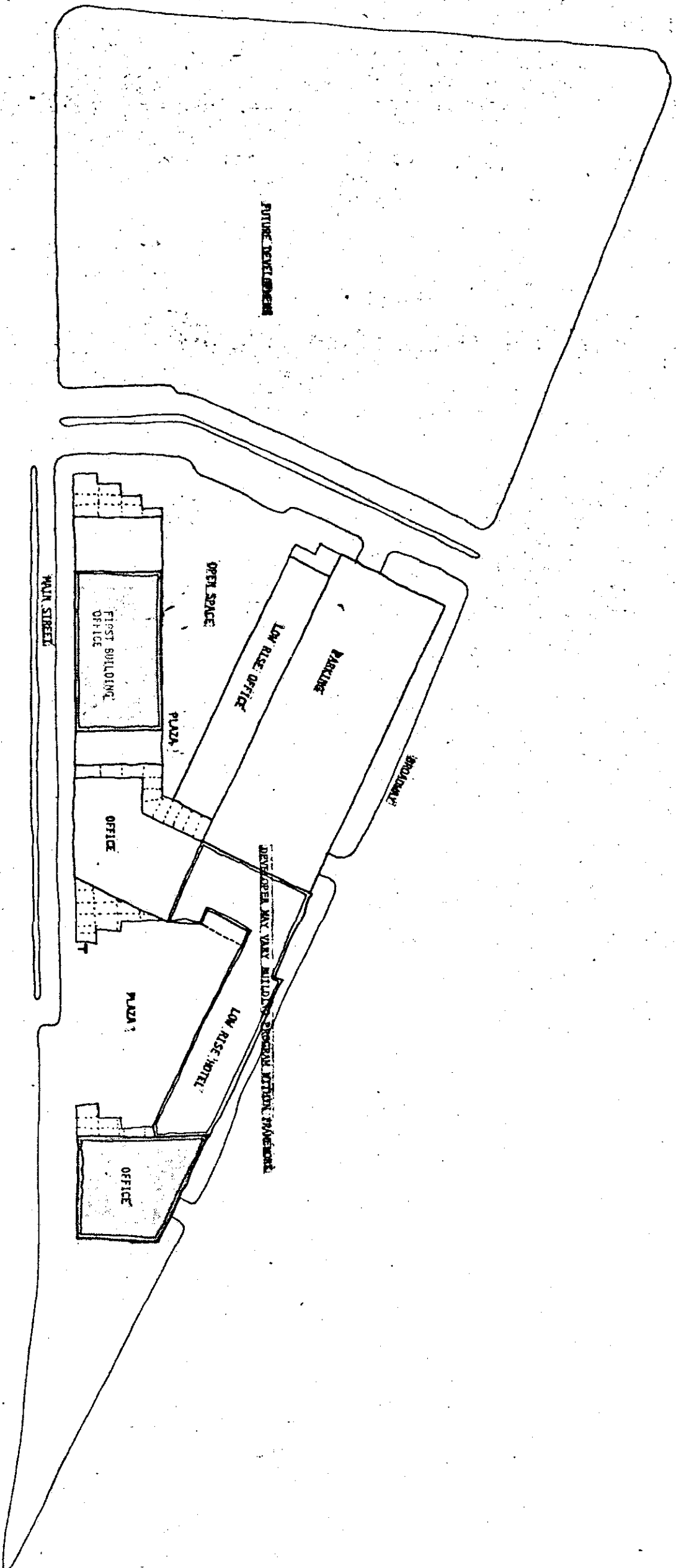
ALTERNATIVE B



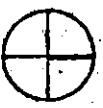
DANS PERLY & ASSOCIATES ARCHITECTS
CAMBRIDGE MASSACHUSETTS
BOSTON PROPERTIES DEVELOPERS
CAMBRIDGE CENTER
SULLIVAN STREET



ALTERNATIVE A



ALTERNATIVE D

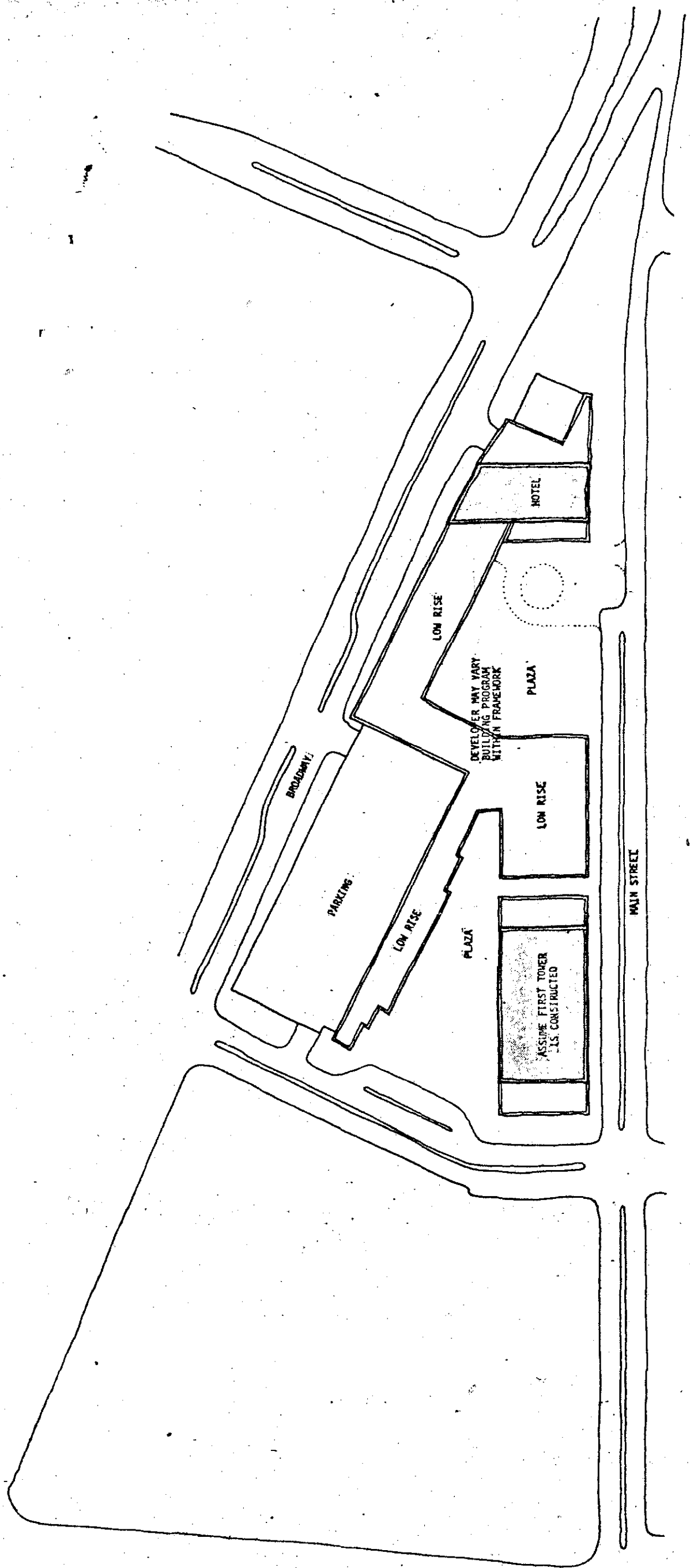


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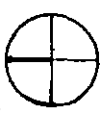


CAMBRIDGE CENTER
CAMBRIDGE, MASSACHUSETTS

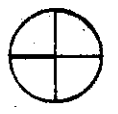
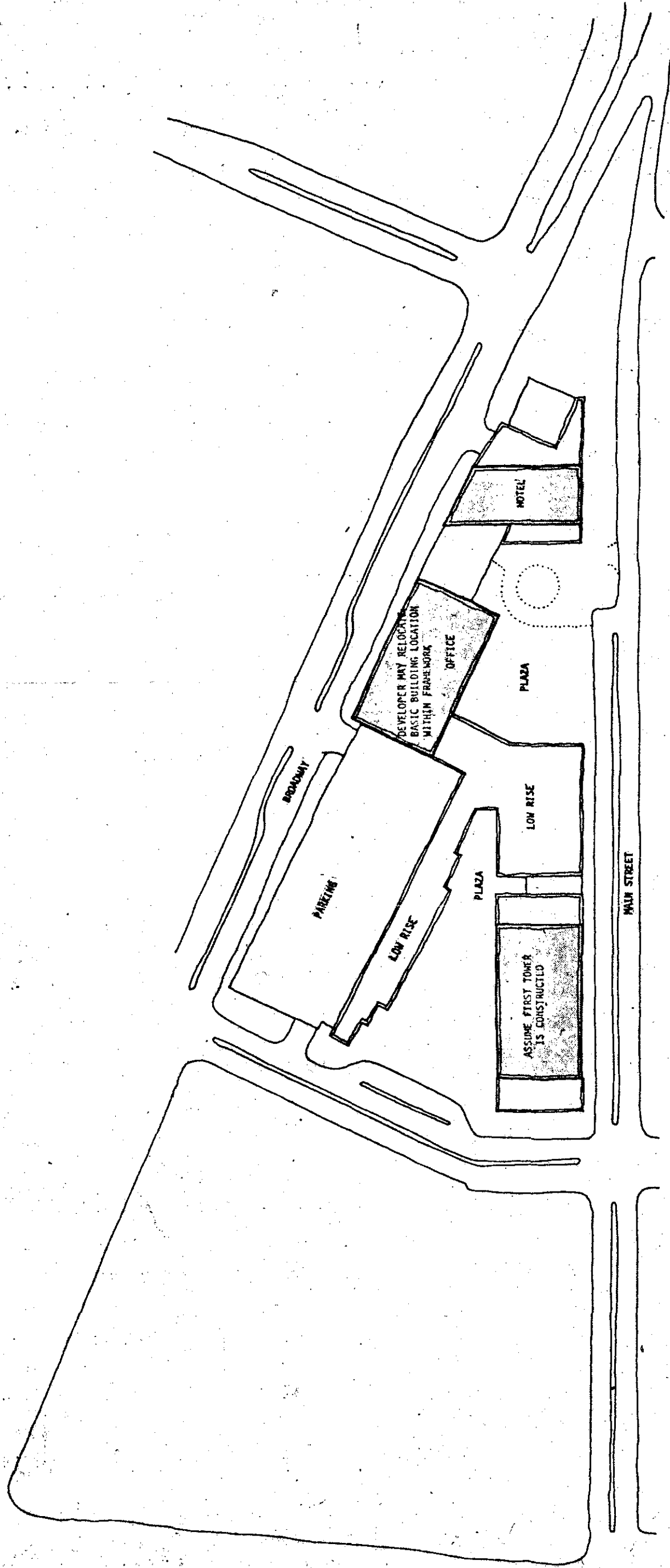
BOSTON PROPERTIES DEVELOPER
DAVIS BRINTY & ASSOCIATES ARCHITECTS



ALTERNATIVE E



CAMBRIDGE CENTER
 CAMBRIDGE, MASSACHUSETTS
 BOSTON PROPERTIES, DEVELOPER
 DAVIS, BRODY & ASSOCIATES, ARCHITECTS



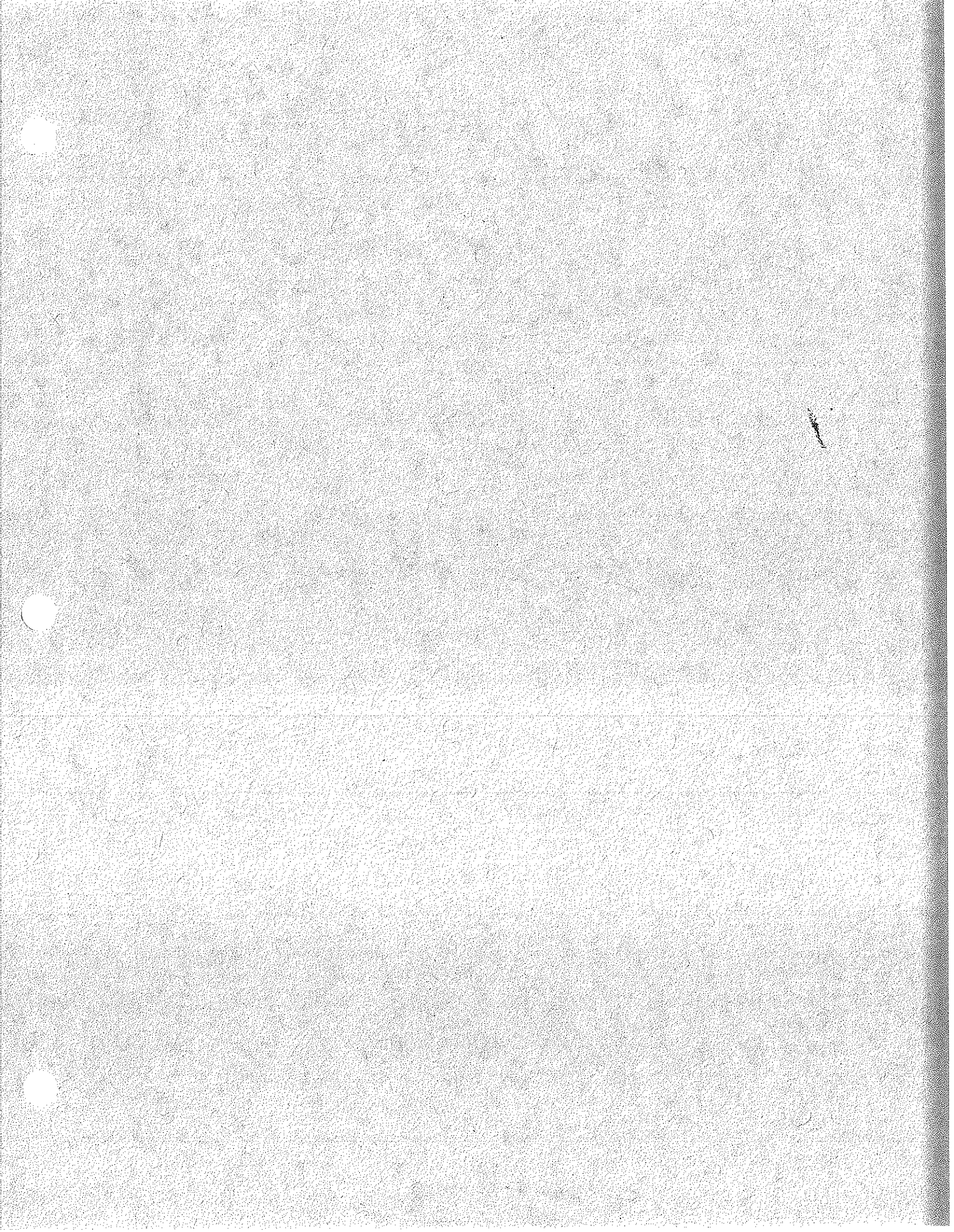


EXHIBIT C

Design Review Process, Submission Requirements and Review Factors

I. Review Process

1. Applicability

Each improvement or grouping thereof which is proposed to be developed by the Developer as a distinct stage of the Development on an Individual Parcel (a "Construction Stage") shall be planned and designed in sequential Phases known respectively as the Concept Design Phase (if revised), the Schematic Design Phase, the Design Development Phase, and the Construction Documents Phase. In respect of each such Phase, the Developer shall submit for the review and approval of the Authority items specified therefor in Section II of this Exhibit. In addition, it may be necessary or desirable to modify the Concept Plan, and any such modifications shall also be submitted to the Authority for its review and approval as set forth in Section II of this Exhibit.

2. Types of Review

Informal review of submissions, for each Phase, between such of their representatives and consultants as the Developer and the Authority shall respectively designate shall be required. Formal review of each final submission for each Phase by the Authority shall also be required.

3. Review Process

Informal review shall take place from time to time as the need arises and may be requested by either the Developer or

the Authority; provided, however, that the Developer shall have submitted for informal review for each Phase all of the materials required for submission for such Phase pursuant to Section II of this Exhibit C prior to a request by the Developer for formal review and approval of such Phase by the Authority. The formal review at each Phase shall be made on the full submission requirements for such Phase.

4. Review Timing for Formal Submissions

a. The Developer shall submit a written request to the Authority at each Phase for formal review by the Authority of the submission for such Phase, which request shall be accompanied by the proposed submission. The Authority shall determine within five (5) working days of the receipt of such request whether the submission is complete in reference to the requirements of Section II of this Exhibit C, and if the same is determined not to be complete, shall so notify the Developer in writing, specifying in reasonable detail the items required by said Section II that are missing. The Developer may thereafter resubmit the proposed submissions with such additions as the Authority may have required; provided, however, that in no event shall any delay occasioned by the necessity of a resubmission extend any time period specified in Paragraph B.1. of this Agreement.

b. Upon receipt by the Authority of a complete final submission for a Phase, the Authority shall undertake a formal review of the same and shall complete such review within the following respective time periods, each such period to commence on the date of the receipt of such submission by the Authority:

<u>Phase</u>	<u>Maximum Time Period in Working Days</u>
Concept Design (if revised)	15*
Schematic Design	20
Design Development	15
Construction Documents	15

Each such submission shall be approved by the Authority in writing within the applicable time period specified above unless the submission fails to comply with the review factors set forth in Part III below for the Phase in question. If the submission fails so to comply, then the Authority may conditionally approve or disapprove a submission by giving the Developer written notice stating in reasonable detail the specific respects in which the submission fails to comply with the applicable review factors. If the Authority shall not have so conditionally approved or disapproved any submission by giving the Developer such notice within the applicable time period specified above, then the submission shall be deemed to have been approved. In the event the Authority shall have conditionally approved or disapproved a submission, the Developer may resubmit such submission for purposes of curing the deficiencies specified by the Authority for such conditional approval or disapproval, whereupon the time period specified in Paragraph 4(a) shall apply and the time periods specified in Paragraph 4(b) shall apply if there shall have been

(*) If submitted simultaneously with any other Phase, review of the Concept Design (if revised) submission would occur concurrently and within the same maximum time period for that Phase.

disapproval or shall be reduced by five working days if there shall have been conditional approval. If the Authority conditionally approves or disapproves the resubmission in the manner set out above, then the time set forth in Paragraphs B.1. (b) and (c) of the Agreement shall be extended for three months to enable the Developer to cure the deficiencies specified by the Authority for conditional approval or disapproval, and there shall in any case be an informal meeting of representatives of the Developer and the Authority, as soon as possible to review the issues in question.

5. Approvals

a. The Master Plan Framework and the Concept Design Plan have been heretofore approved by the Authority and the Developer is therefore authorized to proceed with submissions for the first Stage of Construction as provided in Section 6. below.

b. Approval of any Phase by the Authority will authorize the Developer to proceed to the next succeeding Phase.

c. In approving, conditionally approving, or disapproving any submission for any Phase, the Authority shall exercise its reasonable discretion in accordance with the Review Factors set forth in Section III of this Exhibit.

d. The Developer shall submit to the Authority for its concurrence the names of its architects, engineers, other consultants, and its general building contractors, and shall reveal the scope of services of the agreements between the Developer and its consultants and general building contractors.

6. Special Provision for First Construction Stage

In order to allow construction to commence on Tract 1 of the first Construction Stage at Cambridge Center as soon as possible, it is agreed that the following specific design review and development schedule provisions shall apply to said first Tract 1 Construction Stage notwithstanding anything else in this Agreement to the contrary:

(1) The first required formal submission shall be a Schematic Design submission containing the materials called for in Section II of this Exhibit. The Developer and his Architect will work closely with the design consultant to the Authority in the preparation of this submission, and will submit weekly progress prints of the Schematic Design work, for informational purpose. The Schematic Design submission shall be made within 3 months from the date of this Agreement.

(2) The approval of the Schematic Design submission by the Authority shall be the final approval required for Tract 1 of this first Construction Stage. The Developer will thereafter submit progress prints of, and completed, Design Development and Construction Documents to the Authority for informational purposes and will provide the Authority's design consultants an opportunity to participate in the work being done by the Architect and his consultants in the preparation of these documents.

(3) No supplementary land disposition contract for the Individual Parcel on which this first Tract 1 Construction

Stage is to be constructed shall contain any provisions inconsistent with this Special Provision.

7. Revision of Master Plan Framework

The Developer may from time to time propose to change the Master Plan Framework by submitting to the Authority a request therefor, first on an informal and then on a formal basis. Such request shall be accompanied by appropriate submission materials consistent in scope and nature with those comprising the Master Plan Framework approved as part of this Agreement and shall include a written statement of the reasons for which such change is sought and such other materials as the Authority may reasonably request. The Authority shall review such request in its sole discretion and shall inform the Developer of its approval, conditional approval or disapproval thereof. In the latter case, the Authority shall also inform the Developer in reasonable detail of the reasons for which it has disapproved the proposed change.

II. Submission Requirements

1. Concept Design (if revised)

The Authority and Developer understand that the Concept Design Plan, after initial approval by the Authority prior to this Agreement, may be subject to proposed modification by the Developer. Therefore, at the time of submission for each subsequent Phase of Design that might require any substantial changes in the Concept Design Plan, as reasonably determined by the Authority, the Developer shall also submit such proposed changes in its Concept Design Plan for review and approval by the Authority

in accordance with this Exhibit. This submission shall include a written explanation of such changes, and of the need and reasons for them, and the following documentation:

a. Development Program

- (i) Written narrative of development strategy, attitudes, and design intent including, but not limited to: explanation of retail concept, office development concept, public open space concept, housing concept, parking concept, hotel development, and connections to MBTA facilities and to adjacent developments and abutters.
- (ii) Development program for Parcels 3 and 4 indicating uses and ranges of square footage, and locational distribution.
- (iii) Ranges of proposed densities, by use and proposed Construction Stage areas, expressed as Floor Area Ratio (FAR) as defined in the Urban Renewal Plan and Cambridge Zoning Ordinance.
- (iv) Suggested schedule of project and site improvements, and supporting facilities, to be provided by the Developer, the Authority and/or others.
- (v) Concept for the inclusion of art.

b. Concept Design Plans

- (i) Site Plans or alternative site plans of proposed development (1" = 40') and including surrounding context (1" = 100').
- (ii) Parcelization plan or alternative parcelization plans illustrating possible lot boundaries, public and private ownership, easements, and rights-of-way.
- (iii) Building floor plans (1" = 40').
- (iv) Parking garage plans (1" = 40').
- (v) Building elevations indicating range of dimensioned building heights (1" = 40').
- (vi) Transverse and longitudinal cross sections (1" = 10' and 1" = 40').
- (vii) Vehicular, bus, pedestrian and service circulation plans (1" = 40').
- (viii) Landscape, graphics, and lighting concepts.
- (ix) Three dimensional block model (1" = 40').
- (x) Illustrative perspective sketches.
- (xi) Identification of the proposed Stages of Construction.
- (xii) Illustrations of each proposed Stage of Construction shown in the context of what only is anticipated to exist at the time of such construction. The scale and number of illustrations will be mutually agreed upon. Parcel 3 may be treated as a single Construction

Stage for this purpose until the first Schematic Design submission is made for the first Construction Stage on Parcel 3.

c. Materials Concept

Concepts for principal materials contemplated for architectural treatment.

2. Schematic Design

Based upon the approved Concept Design Plan, the Developer shall submit to the Authority for its approval, for each Construction Stage, the following items relating to the Schematic Design Phase thereof:

a. Building Program

- (i) Building floor areas, by use group.
- (ii) Open space area.
- (iii) Densities by use and by subparcel if any, expressed as Floor Area Ratio (FAR), as defined in the Urban Renewal Plan and by the applicable provisions of the Cambridge Zoning Ordinance.
- (iv) Parking program.
- (v) Statement of compliance with the provisions of:
Urban Renewal Plan
Cambridge Zoning Ordinance, and
All applicable Federal, State and local laws and regulations.

- (vi) Eligibility for increased bonus FAR (as outlined in the Development Guidelines) if desired or appropriate, for provision of public open space and circulation amenities or provision of more than one use on a lot or subparcel.
- (vii) Provisions for measures respecting alternative energy sources and/or energy conservation.
- (viii) Identification of those project and site improvements and supporting facilities to be provided by the Developer, the Authority, and/or others, both on and off the Individual Parcels, which are required to commence and complete the building program.

b. Plans and Specifications

- (i) Site Plans illustrating land boundaries and area, building shape and location, open spaces, landscaping, lighting, utilities, pedestrian circulation, service access, and transit facilities locations (1/16" = 1' - 0").
- (ii) Architectural floor plans at all major levels, indicating anticipated connections to subsequent phases of development, MBTA facilities, and any connections to adjacent developments both within and beyond the project area (1/16" = 1' - 0").

- (iii) Elevations (1/16" = 1' - 0").
- (iv) Sections (1/16" = 1' - 0").
- (v) Outline specifications, including site work, building materials, and mechanical and structural systems.
- (vi) Preliminary estimates of probable construction costs.
- (vii) Three dimensional study model (1/16" = 1' - 0").
- (viii) Prospective sketches.
- (ix) Schematic plans for those building and site improvements to be provided by the Developer.

c. Material Samples

Samples of principal materials contemplated for architectural treatment.

d. Schedule

- (i) A schedule of times for submitting Design Development Phase documents and other items, Construction Documents, and for the commencement and completion of construction.
- (ii) List of all public improvements judged by the Developer to be necessary, along with their suggested corresponding dates for completion.

e. Concept Design Plan

An updated Concept Design Plan, which reflects any substantial changes, as reasonably determined by the Authority, which may be required as a result of the Schematic Design Phase submission.

3. Design Development

Based upon the approved updated Concept Design Plan, if any, and the Schematic Design Phase submission, as previously approved, the Developer shall submit to the Authority for its approval the following items relating to the Design Development Phase of any Construction Stage:

a. Building Program

The Building Program approved at the conclusion of the Schematic Design Phase shall be updated and resubmitted to reflect changes that may have occurred as a result of new market research, tenant needs or design concepts.

b. Plans and Specifications

Detailed Design development plans, models, specifications, and cost estimates in accordance with accepted professional practice for the Design Development Phase of architectural services.

c. Material Samples and Full Scale Mock-ups

Samples of exterior finish materials, drawings and full-scale mock-ups of major architectural and/or landscaping treatments simulating realistic conditions at the site, as may be reasonably required by the Authority in conformance with accepted architectural practices.

d. Schedule

An updated schedule of times for conveying the Individual Parcels, submitting Construction Documents, and for the commencement and completion of construction.

e. Concept Design Plan

An updated Concept Design Plan which reflects any substantial changes, as reasonably determined by the Authority, which may be required as a result of the Design Development Phase submission.

4. Construction Documents

Based upon the approved updated Concept Design Plan, if any, and the Design Development Phase submission as previously approved, the Developer shall submit to the Authority for its approval the following items, all as more fully provided for in the supplemental land disposition contract:

a. Building Program

The Building Program approved at the conclusion of the Design Development Phase shall be updated and resubmitted if any changes so warrant.

b. Construction Documents and Specifications

Construction drawings, specifications and cost estimates in accordance with accepted professional practice.

c. Material Samples

Samples of exterior finish materials and other major architectural and/or landscaping treatments if required due to changes during the Construction Documents Phase.

d. Schedule

An updated schedule of times for the commencement and completion of construction.

e. Concept Design Plan

An updated Concepted Design Plan which reflects any substantial changes, as reasonably determined by the Authority, which may be required as a result of the Construction Documents Phase submission.

III. Review Factors

In making and reviewing submissions hereunder, the Developer and the Authority shall be guided by the following factors at each Phase:

1. Concept Design Plan (if revised)

a. Consistency with the approved Master Plan Framework and objectives set forth with respect thereto.

b. Conformity to applicable Federal, State, and local laws and regulations.

c. The availability of non-recourse permanent institutional financing for any improvements on reasonable terms such that the financing results in competitive rents within the market range for Cambridge Center, and the ability of the market to absorb, at the price range, the amount of space to be constructed, it being recognized that in the absence of any substantial pre-leasing commitments the Developer can only thus finance and market individual speculative buildings of a maximum of 125,000 s.f. The Developer shall document any representation it makes under this factor, and the Concept Design Plan shall continue to address the feasibility of meeting the stated development objective of 1.5-million s.f., or as it may have been reduced in accordance with other provisions of this Agreement.

d. The economic justification of any and all Improvements taken as a whole in relation to the net revenues they can be reasonably projected to produce, recognizing in such projections that the Cambridge Center project area may not then be an established area for speculative office or retail development and that it is essential to the marketability of space and the viability of the project that throughout the life of the project space be offered for rent at rates which provide a competitive advantage in comparison to established locations in the greater Boston area. This justification shall be a prerequisite for the inclusion by the Developer of all or part of any such improvement not elsewhere (that is, other than in this Exhibit C) required in this Agreement (e.g., special features such as covered walkways, the inclusion of facilities for use by the general public, etc.). With regard to structured parking, it is specifically recognized that such parking may be provided in free-standing structures designed to be as economic as possible both in construction costs and costs of operation, and that the inclusion of any extra uses, design or any other special features shall be subject to their being economically justified as provided for herein. The Developer shall document any representations it makes under this factor, and the Concept Design Plan shall continue to address the feasibility of meeting the stated development objective of 1.5-million s.f., or as it may have been reduced in accordance with other provisions of this Agreement.

e. Conformity to accepted practices of environmental design, such as provisions for wind control, snow removal, pedestrian safety, handicapped persons, public open space, light and shadow effects, and weather protection.

f. Adequacy of the relationship between the proposed development and the existing or proposed surroundings including: building form, use adjacencies, activity relationships, visual compatibility, and functional relationships.

g. Adequacy of integration of the total proposed development, and the degree to which a mix of uses is contained in each development stage.

h. Clarity of the definition of stages of construction and parcel delineation.

i. Level of completion of the proposed stages of construction in terms of uses, building form, and site development and the level of achievement of a clear and strong total project identity.

j. Level of achievement of a comprehensive pedestrian system, with adequate uses to provide for active daytime and nighttime use.

k. Adequacy of consideration of the functional and/or visual relationships of the lower levels of each stage to each other and to the surrounding areas.

l. Adequacy of service provisions to all buildings, off-street, and totally within the parcel boundaries.

m. Adequacy of public transportation provisions for bus, transit parking, taxi, and rapid transit, and their relationships to pedestrian movement.

- n. Adequacy of major open space useable by the public.
- o. Comprehensiveness of the site development and landscape treatment concept(s).
- p. Comprehensiveness of concept(s) for building form (minimum three stories), building materials, appearance, and quality.
- q. Thoroughness and completeness of submissions to provide an adequate understanding of the proposal.

2. Schematic Design

- a. Consistency with the approved Concept Design Plan and adherence to the previously established criteria.
- b. Adequacy of the functional aspects of the proposal regarding such provisions as service accommodations, entries, exits, elevator capacities, etc.
- c. Adequacy of materials in regard to safety, durability, maintenance, and appropriateness of use.
- d. Adequacy of the site development treatment in regard to landscape, lighting, graphics.
- e. Thoroughness and completeness of submissions to provide an adequate understanding of proposal.

3. Design Development

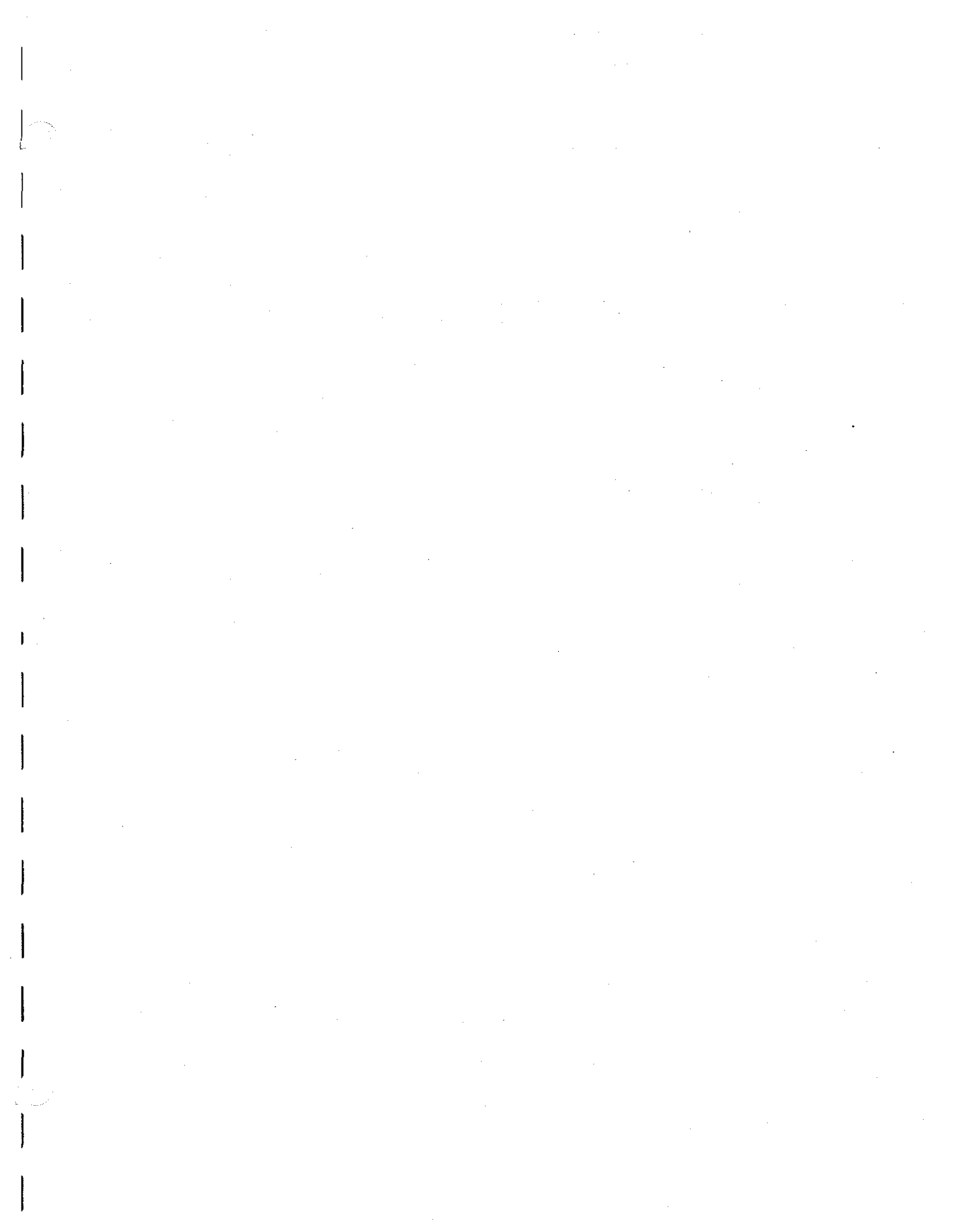
- a. Consistency with the approved Schematic Design plans and adherence to the previously established criteria.
- b. Adequacy of any tests of materials or methods of construction deemed unique and unprecedented.

4. Construction Documents

Consistency with the approved Design Development documents.

5. Building Design Criteria

After the first building is completed and occupied, criteria based on the architectural quality and the functional performance and success of such building shall be used in the evaluation of subsequent buildings.



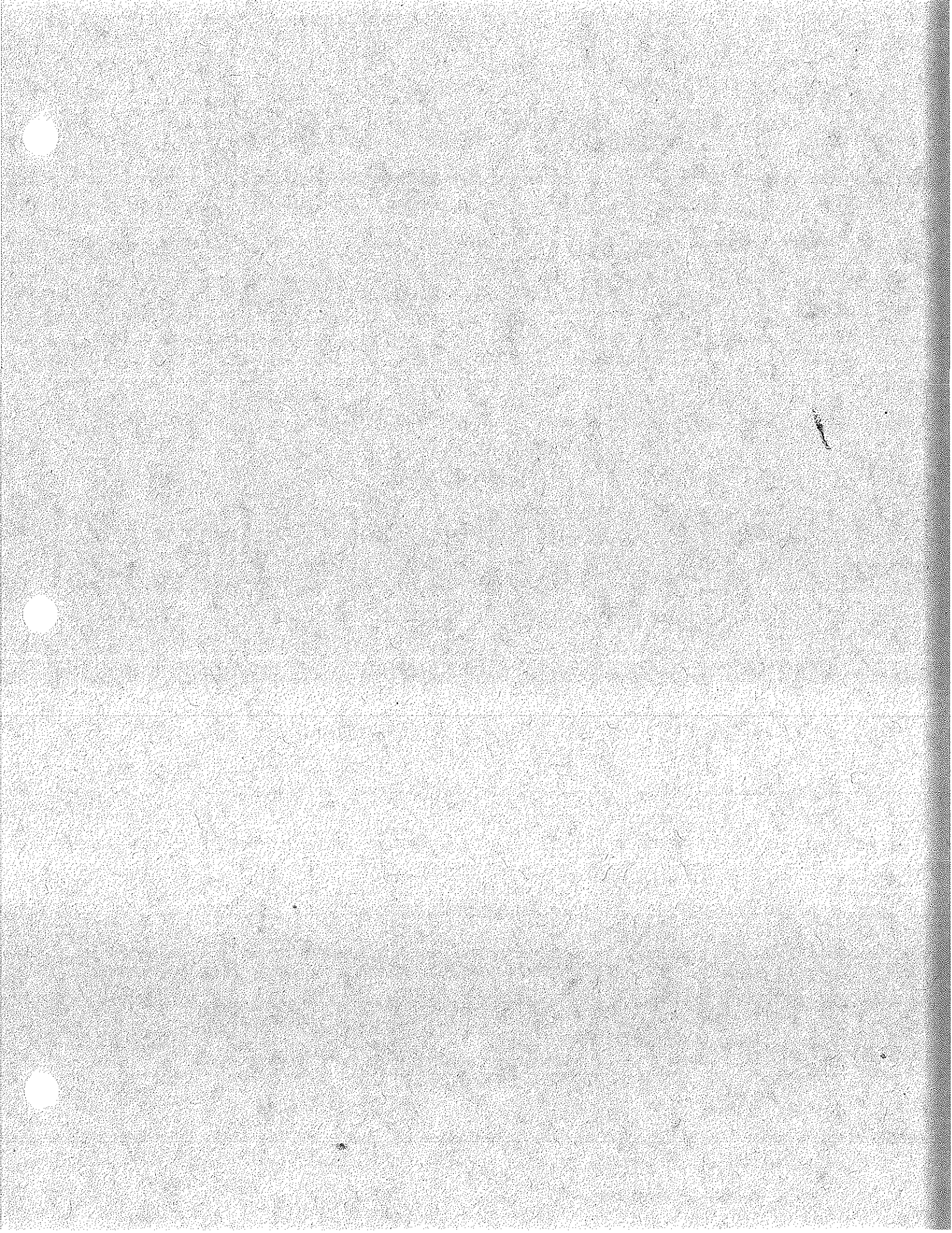


EXHIBIT D

Financial Review Criteria

After the submission of Construction Plans in complete final form as provided in Exhibit C of this Agreement and prior to any conveyance by the Authority of any Individual Parcel, the Developer shall either:

- (1) inform the Authority of its intention to finance the cost of the construction of the improvements thereon from its own funds entirely or, if in part, the percentage thereof; and/or
- (2) furnish to the Authority evidence of having secured a commitment for a construction mortgage loan for such improvements from a recognized institutional source (such as the Shawmut Bank, First National Bank of Boston, Citicorp, PRISA, the G.E. Pension Fund, etc.), and if the Developer shall have decided to obtain a permanent mortgage at such time, evidence of having secured a commitment for a permanent mortgage loan for the long-term mortgage financing from a recognized institutional source (such as the New England Mutual Life Insurance Co., the

Charlestown Savings Bank, the Teachers
Insurance and Annuity of America, etc.).

In the event of paragraph (1), the Developer shall provide a letter from a recognized commercial bank institutional source, as described in paragraph (2), in the following basic form:

"It is our opinion, based on the facts as presented to us with respect to the financial condition of the Developer, that at this time and should this financial condition be continued throughout the development period, the Developer has the resources to construct the improvements out of its own resources, out of its own credit and/or out of additional financing which should be reasonably obtainable during the construction of the improvements in the form of either interim or permanent financing."

In the event of paragraph (2), said evidence shall be in the form of a copy of the secured construction mortgage loan commitment and, if already obtained, a copy of the secured permanent mortgage loan commitment, each setting forth the amount of the commitment and otherwise in form satisfactory to the lender.

EXHIBIT E

Submission of Financial and Other Information

I. Developer's Financial Condition

From time to time the Developer shall, at the Authority's request, meet with it on an informal basis to review the Developer's general financial condition.

II. Parcel Feasibility Information

Upon the submission by the Developer of a request for review of a new proposed Stage of Construction under Exhibit C of this Agreement, the Authority may request, and the Developer shall submit in a timely manner, information on the financial feasibility thereof. Such submission shall, in nature and extent, be comparable to the submissions made by the Developer to major insurance companies, major savings banks or major pension funds from which it seeks commitments for permanent mortgage loans, except that it need not include general information on the Cambridge Center Project (e.g., location of the project area, transportation services, etc.). A sample of such a submission is attached as Attachment 1 to this Exhibit.

III. Other Information

From time to time, the Authority may request and the Developer shall submit in a timely manner, the following supplementary information pertaining to the Development Area, in the form of projections or estimates:

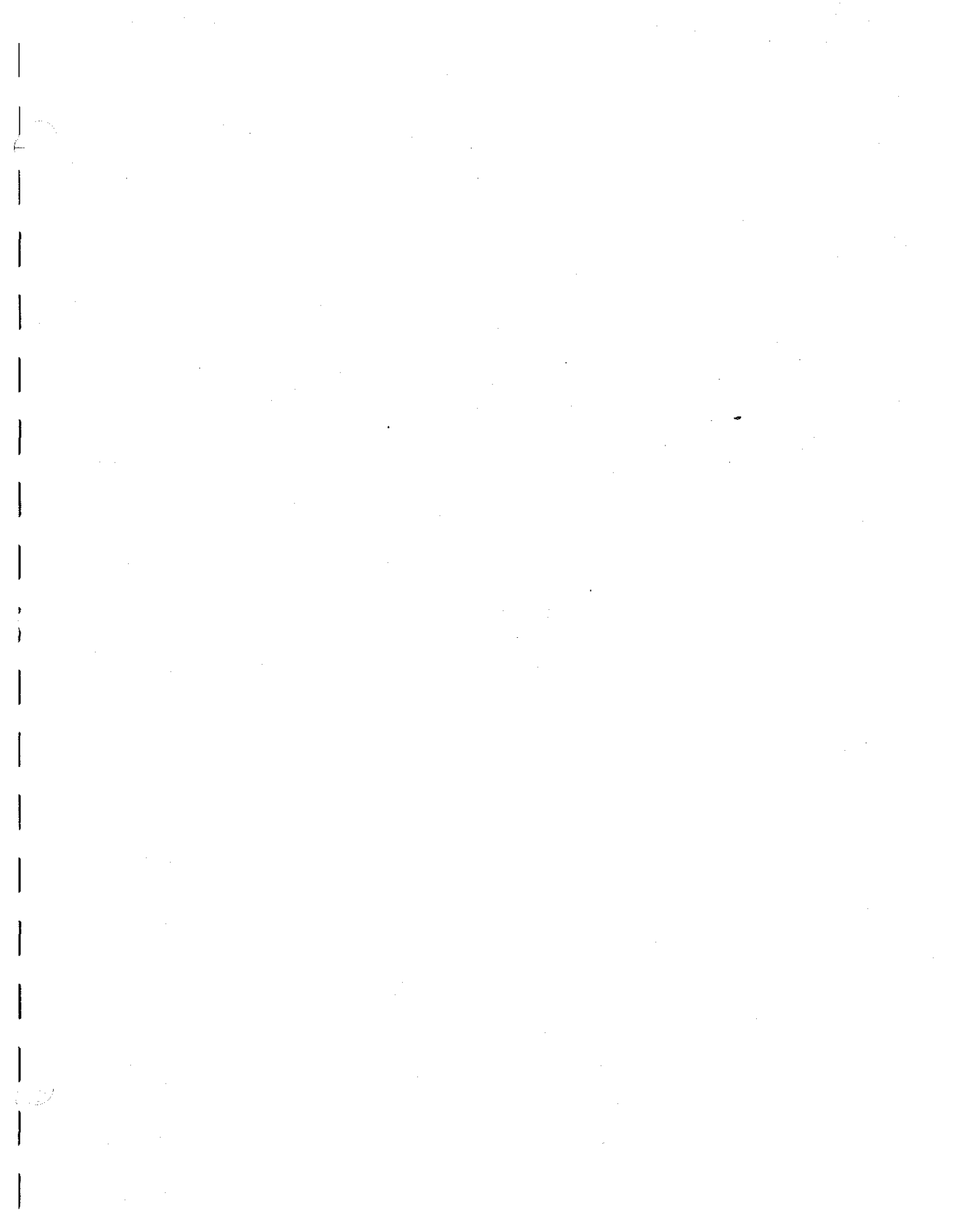
1. Development and construction time periods.
2. Development and construction costs.
3. Job opportunities and employment.
4. Massachusetts Chapter 121A agreements.
5. The proposed use of public programs, including those providing for government-assisted financing.
6. Nature, use, and extent of leased space.

ATTACHMENT 1 to EXHIBIT E

Sample Financial Analysis
Illustrative Stage of Construction
Office Building
Cambridge Center

PROJECTED INCOME
AND
CAPITALIZED VALUE

Multi-occupancy Space - projected		
115,000 s.f. @ \$ _____	\$	
Less: ___% vacancy	\$ _____	\$
Retail Space - projected		
10,000 s.f. @ \$ _____	\$	
Less: ___% vacancy	\$ _____	\$ _____
Effective Gross:		\$
Less:		
Operating Costs		
125,000 s.f. @ \$ _____	\$	
Real Estate Taxes		
Office - _____ s.f. @ \$ _____	\$	
Retail - _____ s.f. @ \$ _____	\$	\$ _____
Stabilized Net Income:		\$ _____
Capitalized value at _____%:		\$ _____



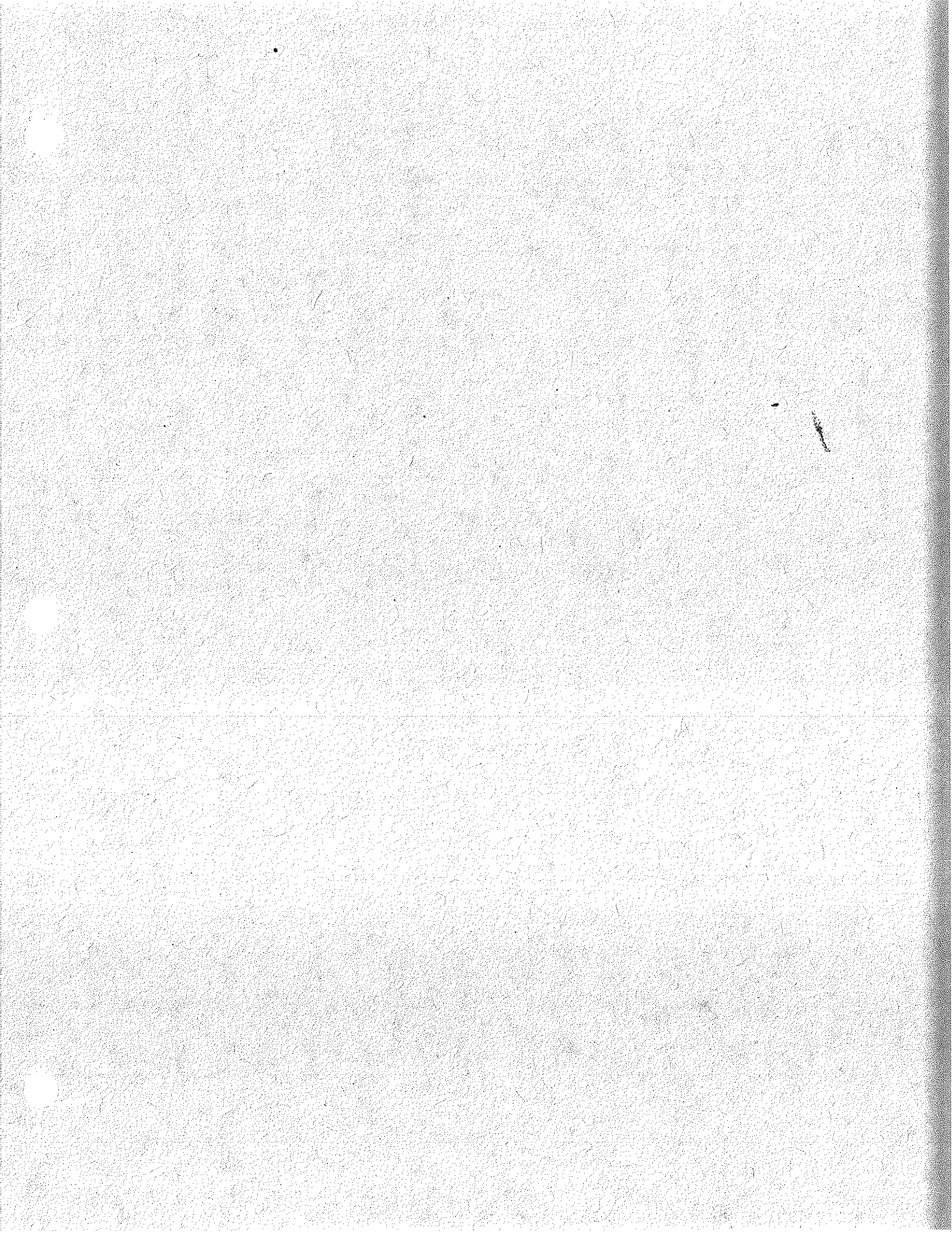


EXHIBIT F

FORM

OF

SUPPLEMENTAL LAND DISPOSITION CONTRACT

PARCELS 3 AND 4

DEVELOPMENT AREA

KENDALL SQUARE URBAN RENEWAL PROJECT

CAMBRIDGE REDEVELOPMENT AUTHORITY

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WHEREAS RECITALS

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EXECUTION

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PART II

FORM OF DEED

the City have undertaken to provide and have provided substantial aid and assistance to the Authority through a Contract for Loan and Capital Grant, in the case of the Federal Government, and a Cooperation Agreement, in the case of the City; and

WHEREAS, the Authority and a Developer have entered into a Development Agreement identified in Schedule A annexed hereto for the disposition and development, in stages, of a portion of the Project Area; and

WHEREAS, the Authority has offered to sell and the Redeveloper is willing to purchase certain real property located in the Project Area and more particularly described in Schedule B annexed hereto and made a part hereof (which property as so described and consisting of Tracts 1 and 2 is hereinafter called "Property") and to redevelop the Property for and in accordance with this Agreement and the uses specified herein, and specifically for the construction, use, operation and maintenance on Tract 1 of approximately _____ square feet of gross floor area for [from list of uses permitted by Development Agreement] space, together with related amenities, and on Tract 2 of structured parking, all to be constructed, operated and maintained in conformity with plans, drawings and specifications, which [have been] [will be] submitted to the Authority for approval by the Authority in conformity with a Master Plan Framework and a Concept Design Plan identified in Schedule A annexed hereto and made a part hereof; and

WHEREAS, the Redeveloper has engaged the architect/planner/designer named in Schedule A to complete the plans, drawings and specifications for, and to provide supervisory services during, the construction of the Improvements to be built on the Property, and does hereby agree not to engage additional or substitute architects/planners/designers without the prior written consent of the Authority; and

WHEREAS, the Authority believes that the redevelopment of the Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the best interest of the City and the welfare of its residents, and in accordance with the public purposes and provisions of the applicable Federal, State, and local laws and requirements under which the Project has been undertaken and is being assisted;

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

SECTION 1 : SALE / PURCHASE PRICE

Subject to all the terms, covenants, and conditions of this Agreement, the Authority shall sell the Property to the Redeveloper for, and the Redeveloper shall purchase the Property from the Authority and pay to the Authority therefor, sums as follows (hereinafter with respect to each Tract called "Purchase Price"), to be paid in cash or by certified or bank cashier's or treasurer's check simultaneously with the delivery of the deed conveying the respective Tract to the Redeveloper:

- (a) for Tract 1, the sum of
Dollars (\$)); and
- (b) for Tract 2, the sum of
Dollars (\$)).

SECTION 2 : CONVEYANCE OF PROPERTY

(a) Form of Deeds.

Subject to the next succeeding sentence, the Authority shall convey to the Redeveloper good and clear record and marketable title, free of all encumbrances except as hereafter expressly provided, to each Tract by quitclaim deed in, or substantially in, the form of deed attached hereto (hereinafter called "Deed" or "Deeds"). Each such conveyance and title [shall be subject to the easements and have the benefit of the rights described in Schedule B,] shall be subject to the condition subsequent provided for in Section 704 of Part II hereof and to all other conditions, covenants, and restrictions set forth or referred to elsewhere in this Agreement.

(b) Time and Place for Delivery of Deeds.

The Authority shall deliver to the Redeveloper the Deeds to the Property, as follows: (i) for Tract 1, at 10 o'clock A.M. on [such date as the parties may agree] or on such earlier or later time or date as the parties hereto may mutually agree in writing; and (ii) for Tract 2, at 10 o'clock A.M. on the third anniversary of the delivery of the deed for Tract 1, or on such earlier date as the Redeveloper may specify by at least twenty (20) days prior written notice given to the Authority. Each such conveyance shall be made at the office of the Authority at 336 Main Street, Cambridge; and the Redeveloper shall accept such conveyance, shall as grantee join in the execution of the Deed, and shall pay to the Authority the Purchase Price for the Tract then conveyed at such time and place. At the respective times for performance each Tract shall be free of all tenants and occupants, in the condition required by this Agreement, not in violation of any law applicable to such condition, and full possession thereof shall be delivered to the Redeveloper.

In the event that the Authority shall at the time of a closing be unable to give title to, or to make conveyance of, the Tract, as herein provided, then the Authority shall use its best efforts, including, without limitation, confirmatory takings, to remove any defect in title or to make the Tract conform to the condition required by this Agreement at the time of the conveyance, in which event the Authority shall give written notice thereof to the Redeveloper at or before the time of closing, and thereupon such time shall be extended for a period or periods aggregating not in excess of ninety (90) days, or such longer period as the parties mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for closing, to accept such title to the Tract as the Authority is able to deliver and to pay therefor without deduction (unless the parties may otherwise reasonably agree), in which case the Authority shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the Authority shall have used its best efforts but nevertheless shall be unable to give title or to make conveyance as herein provided, then

all obligations of the parties hereto with respect to such Tract shall cease (except that the Authority shall return the Deposit, or the proceeds thereof, to the Redeveloper) and this Agreement shall be void and terminated without recourse to the parties hereto with respect to such Tract. The acceptance of the Deed by the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation of the Authority herein contained with respect to the Tract, except such as are, by the express terms hereof, to be performed by the Authority after the delivery of the Deed thereto.

If this Agreement shall be deemed void and terminated by reason of defects relating to either Tract 1 or Tract 2, the Agreement shall also be deemed void and terminated with respect to the other Tract provided that delivery of the Deed with respect to Tract 1 has not occurred; but if this Agreement shall, after delivery of the Deed for Tract 1, be deemed void and terminated by reason of defects relating to Tract 2, there shall be no effect with respect to the Agreement insofar as it relates to Tract 1 or the Deposit but the parties shall attempt to substitute other available land of the Authority within the Project Area and, in the absence of such substitution, any personal guarantee accompanying this Agreement of the Redeveloper's continuing obligation to provide structured parking shall cease.

(c) Apportionment of Current Taxes and payment in Lieu of Taxes.

The Redeveloper shall pay to the Authority, at the time of the conveyance of a Tract, the amount which would have been payable as current real estate taxes on the Tract if the Tract had not been exempt from taxation, apportioned for the period from the date of such conveyance through the end of the then current semi-annual period for paying taxes in which such conveyance occurs. If such amount is not ascertainable on such date, the apportionment shall be on the basis of the amount of the most recently ascertainable tax rate, but such apportionment shall be subject to final adjustment within thirty (30) days after the date the actual amount is ascertained. The Redeveloper shall also pay to the Authority (or the City) at the time or times real estate taxes are due and payable in the first and succeeding semi-annual periods following such conveyance (until the Property is assessed to the Redeveloper) the amounts which would be payable as current taxes on the Tract (including such improvements, if any) for such tax year without regard for any exemption from taxation by reason of the Authority's ownership thereof prior to such conveyance.

(d) Recordation of Deed.

The Redeveloper shall promptly file each Deed, and any accompanying plan referred to therein, for recordation among the Middlesex County South District land records and shall pay all costs (and the cost of any Massachusetts deed excise stamps on

such Deed, for which stamps in the proper amount shall be affixed to such Deed by the Redeveloper) for so recording such Deed and any such accompanying plan.

(e) Recordation of Plan.

If the Deed refers to a plan (or if a plan is required for recording), then the Authority shall also deliver at the time of closing a plan (or plans) in form adequate for recording.

(f) Examination of Title.

The Authority shall cooperate with the Redeveloper's efforts in examining title to the Property by complying with reasonable requests for certified copies of Authority actions. The Authority shall, without cost to the Redeveloper, make all of its abstracts of title pertaining to the Property available for examination and copying at the office of the Authority or its counsel.

(g) Boundary Portions of Land.

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

SECTION 3 : GOOD FAITH DEPOSIT

(a) Amount.

The Redeveloper has, prior to or simultaneously with the execution of this Agreement by the Authority, delivered to the Authority a good faith deposit in the form of an irrevocable letter of credit drawn on a bank acceptable to the Authority, addressed and payable to the order of the Authority upon simple demand by it, in the amount of _____ Dollars (\$ _____) (herein, together with any proceeds thereof, called "Deposit"), as security for the performance of the obligations of the Redeveloper to be performed in accordance with this Agreement.

(b) Interest.

The Authority shall be under no obligation to pay or earn interest on the Deposit.

(c) Retention by Authority.

Upon termination of this Agreement as provided in Section 703 or 704 hereof, the Deposit shall be retained by the Authority as provided in such Sections.

(d) Return to Redeveloper.

Upon termination of this Agreement as provided in Paragraph (b) of Section 2 or upon certification by the Authority as provided in Section 307 hereof of completion by the Redeveloper of all the Improvements required to be constructed on the Property, the Deposit shall be returned to the Redeveloper by the Authority as provided in said respective Sections.

SECTION 4 : TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS

(a) The construction of the Improvements on the Property shall be commenced and completed, except as otherwise provided in this Agreement, as follows:

- (i) the Improvements with respect to Tract 1, shall be commenced within [to be established by Design Development Phase submission] days after the date of delivery of the Deed of such Tract to the Redeveloper, and shall be completed within [to be established by Design Development Phase submission] months after such date of delivery; and
- (ii) the Improvements with respect to Tract 2 shall be commenced within thirty-six (36) months after the date of delivery of the Deed of Tract 1 to the Redeveloper, and shall be completed within twenty-four (24) months after such date of delivery.

(b) Prior to the date of delivery to the Redeveloper of the Deed with respect to a Tract, the Redeveloper shall either enter into a general contract with a construction or building company against whom the Authority has no reasonable objection, under which such construction or building company shall undertake to complete the construction of the Improvements on such Tract as required herein and shall so certify to the Authority or in lieu thereof the Redeveloper shall inform the Authority in writing that the Redeveloper, with the assistance of a qualified building or construction management organization, will act as general contractor for such purpose. Upon the Authority's request, a true copy of such general contract (or contracts, if the Redeveloper acts as general contractor) shall be made available to the Authority for its inspection and a copy (or copies) thereof, with such information deleted as the Redeveloper deems confidential, shall be deposited with the Authority. In the event that the Redeveloper has not obtained from a recognized institutional source a construction loan for financing the making of the Improvements on such Tract or has not furnished to the Authority satisfactory evidence of having obtained such a construction loan, the Redeveloper shall, if requested by the Authority, furnish the Authority with a performance and payment surety bond or other assurance of completion satisfactory in form to the Authority and naming the Authority as an obligee. The penal amount of such bond shall be not less than 10 percent of the amount of the aforesaid general contract (or contracts, if the Redeveloper acts as general contractor).

The Redeveloper hereby agrees that no other or additional general contracting firm or firms shall be employed by the Redeveloper for the construction of the Improvements with respect to such

Tract without prior written consent of the Authority, which shall not be unreasonably withheld.

(c) The Redeveloper shall submit a detailed estimated progress forecast at the time construction commences on the Improvements with respect to each Tract in a format generally used in the construction industry. A like forecast and progress report shall be submitted each month until the construction of such Improvements has been completed. These monthly submissions shall be accompanied by a written statement from the Redeveloper indicating any changes or adjustments in the previous forecast, the causes of such changes, and the corrective efforts, if any, made or to be made.

SECTION 5 : TIME FOR CERTAIN OTHER ACTIONS

(a) Submission and Approval of Construction Plans.

"Design Development Plans" for Tract 1 are identified in Schedule B hereto and have been approved by the Authority. The time within which the Redeveloper shall submit its Construction Plans for the Improvements with respect to Tract 1 shall be not later than six (6) months [or such shorter period as the parties may agree] from the date hereof; and the time within which the Redeveloper shall submit its Construction Plans for the Improvements with respect to Tract 2 (Design Development Plans for Tract 2 having first been previously submitted and approved) shall be not later than ninety (90) days prior to the commencement of construction date established by Section 4(a)(ii) hereof.

(b) Time for Submission of Corrected Construction Plans.

Except as provided in Paragraph (c) of this Section 5, the time within which the Redeveloper shall submit any new or corrected Construction Plans as provided for in Section 301 hereof, as amended, shall be not later than thirty (30) days after the date the Redeveloper receives written notice from the Authority of the Authority's rejection of the Construction Plans referred to in the latest such notice.

(c) Maximum Time for Approved Construction Plans.

In any event, the time within which the Redeveloper shall submit Construction Plans which conform to the requirements of Section 301 hereof, as amended, and are approved by the Authority shall be: (i) for Tract 1, not later than eight (8) months [or such shorter period as the parties may agree] from the date hereof and (ii) for Tract 2, not later than fourteen (14) days prior to the conveyance of such Tract.

(d) Time for Authority Action on Change in Construction Plans.

The time within which the Authority may reject any change in the Construction Plans, as provided in Section 302 hereof, as amended, shall be fourteen (14) days after the date of the Authority's receipt of notice of such change.

(e) Time for Submission of Evidence of Equity Capital and Mortgage Financing.

The time within which the Redeveloper shall submit to the Agency evidence as to equity capital and any commitment necessary for mortgage financing, as provided in Section 303 hereof, as amended, with respect to any Tract shall be not later than fourteen (14) days prior to the conveyance of such Tract, as provided in Paragraph (b) of Section 2 hereof.

SECTION 6 : PERIOD OF DURATION OF CERTAIN COVENANTS

The covenant pertaining to non-discrimination set forth in subsection (b) of Section 401 of Part II hereof, as amended, shall remain in effect for one hundred (100) years from the date of the Deed. The covenant pertaining to uses of the Property and the covenant pertaining to advertising set forth in Section 401 hereof, as amended, and the other agreements and covenants of the Redeveloper set forth in the Deed which are not terminated upon the completion of the Improvements as certified by the Authority shall remain in effect until August 30, 1995, or until such date thereafter to which the effective term of the Urban Renewal Plan may be extended by proper amendment, upon which date, or extended date (hereinafter called the "Plan Expiration Date"), such agreements and covenants shall terminate.

SECTION 7 : NOTICES AND DEMANDS

A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(i) in the case of the Redeveloper, is addressed to or delivered personally to the Redeveloper at 133 Federal Street, Boston, Massachusetts 02110. Attention: Mr. Mortimer B. Zuckerman; and

(ii) in the case of the Authority, is addressed to or delivered personally to the Authority at 336 Main Street, Cambridge, Massachusetts 02142. Attention: Chairman;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

SECTION 8 : SPECIAL PROVISIONS

(a) Prompt Payment of Obligations.

The Redeveloper shall make, or cause to be made, prompt payment of all money due and legally owing, and not subject to good faith dispute, to all persons, firms and corporations with whom the Redeveloper shall have directly contracted and who are doing any work, furnishing any materials or supplies or renting any equipment to the Redeveloper in connection with the development, construction, furnishing, repair or reconstruction of any of the Improvements required by this Agreement to be constructed upon the Property.

(b) Maintenance and Operation of Improvements.

The Redeveloper shall, at all times until the Plan Expiration Date, keep the Improvements constructed on the Property in good and safe condition and repair and, in the occupancy, maintenance and operation of such Improvements and the Property, comply with all laws, ordinances, codes and regulations applicable thereto. This provision shall not be applicable with respect to Improvements the completion of which has been previously certified by the Authority, either in the case of fire or insured casualty as to which the provision of Paragraph (e) of this Section 8 shall apply, or in the case of any uninsured casualty (meaning thereby any uninsured event beyond the reasonable control of the Redeveloper and resulting in damage to the Improvements requiring more than sixty (60) working days to repair substantially) as to which the Redeveloper's liability under this Paragraph (b) shall be limited to its then interest in the Improvements.

(c) Additions or Subtractions to Completed Improvements.

After the Improvements required by this Agreement to be constructed by the Redeveloper on a Tract shall have been completed, the Redeveloper shall not, until the Plan Expiration Date, without the prior written approval of the Authority, which approval shall not be unreasonably withheld or delayed, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof which would not be in accordance with the Urban Renewal Plan or which would result in substantial deviations in any of the following: (i) the external appearance of the Improvements or the Property, or (ii) the design, dimensions, materials, or finishes of the public lobbies, entrances, arcades or open spaces. In the event the Redeveloper shall fail to comply with the foregoing requirement, the Authority may within a reasonable time after its discovery thereof direct in writing that the Redeveloper so modify, reconstruct or remove such portion or portions of the Improvements as were reconstructed, demolished,

subtracted from, added to, extended, or otherwise changed without the prior written approval of the Authority. The Redeveloper shall promptly comply with such a directive and shall not proceed further with such reconstruction, demolition, subtraction, addition, extension or change until such directive is complied with.

(d) Reimbursement of Authority in Respect of Certain Litigation.

The Redeveloper shall pay all reasonable costs and expenses of litigation, including attorneys' fees in reasonable amounts which may be incurred by the Authority in any proceedings brought to enforce compliance with the provisions of this Agreement, to the extent the Authority prevails. However, the holder of any mortgage permitted hereunder shall not be liable to the Authority for any costs, expenses, judgments, decrees or damages which shall have accrued against the Redeveloper, whether or not such holder shall subsequently acquire title to the Tract.

(e) Insurance Coverage.

(1) The Redeveloper shall, until the Plan Expiration Date, keep all of the insurable Improvements on the Property insured by fire and extended coverage insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the use of similar improvements in the City (which insurance shall, during the period of construction, be in builder's risk completed value form and shall cover any material stored upon the Property). Such insurance shall be in amounts sufficient to comply with the coinsurance clause applicable to the location and character of such Improvements, and, in any event, as to fire and extended coverage insurance (Endorsement No. 4), in amounts not less than eighty per centum of the actual cash value of such Improvements. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, shall name the Authority as a party insured, and shall have attached thereto a clause making the loss payable to the Redeveloper, any mortgagee permitted hereunder, and, subject to the rights of such mortgagee, the Authority, as their respective interests may appear, except that the Authority need not be included as a loss payee so long as the proceeds shall be payable to an institutional mortgagee holding a mortgage on the Improvements which shall provide that all insurance proceeds shall be applied, at the election of such institutional mortgagee, either (i) first, to the repair and reconstruction of the Improvements to the satisfaction of such mortgagee, with any balance of the insurance proceeds after the completion of such repair and reconstruction to be applied to the repayment or reduction of the mortgage indebtedness secured by the Improvements, with any remaining balance to be paid to the Redeveloper and the Authority, as their

respective interests may appear or (ii) first, to the repayment of any mortgage indebtedness secured by the Improvements, with any remaining balance to be paid to the Redeveloper and the Authority, as their respective interests may appear.

(2) Each insurance policy with respect to Improvements on a Tract shall be written to become effective as of the date title to the Tract is conveyed to the Redeveloper pursuant hereto.

(3) Certificates of such policies and renewals shall be filed with the Authority.

(4) All insurance policies shall provide that any cancellation, change or termination thereof shall not be effective with respect to the Authority until after at least ten (10) days' prior written notice has been given to the Authority to the effect that such insurance policies are to be cancelled, changed, or terminated at a particular time.

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

(6) Whenever any Improvement, or any part thereof, constructed on a Tract shall have been damaged or destroyed prior to the Plan Expiration Date, the Redeveloper shall proceed promptly to establish and collect all valid claims which may have arisen against insurers based upon any such damage or destruction. All proceeds of any such claim and any other money provided for the reconstruction, restoration or repair of any such Improvement shall be deposited in a separate account of the Redeveloper, or of any mortgagee holding a mortgage on the Tract permitted hereunder, for application to or toward the payment of such reconstruction, restoration or repair, subject to the provision of subdivision (1) hereof.

(7) The insurance proceeds required to be collected shall be used and expended, subject to the provisions of a mortgage on such Improvement as provided in subdivision (1) hereof held by an institutional mortgagee permitted hereunder, for the purpose of fully repairing or reconstructing the Improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction or, as the Redeveloper may in its sole discretion elect, to the condition in which the Redeveloper was originally obligated under this Agreement to construct such Improvements, to the extent that such insurance proceeds may permit, and the Redeveloper need not expend any further sum on account of such repair or reconstruction provided that the Redeveloper shall have maintained insurance thereon as required in accordance with this Agreement, and provided further that the damage or destruction shall have occurred after the Improvements so damaged or destroyed have been certified by the Authority as completed under this Agreement. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Redeveloper, subject to the claims of any mortgagee of record holding a mortgage permitted hereunder.

(8) The Redeveloper, with the written approval of the Authority, which shall not be unreasonably withheld, and with the written approval of any mortgagee of record holding a mortgage on a Tract permitted hereunder, may determine that all or any part of any such damage to or destruction of such Improvements on such Tract shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper, subject to the rights of any such mortgagee of record permitted hereunder. The Redeveloper, without having to obtain any consent or approval whatsoever from the Authority, may, if any such damage or destruction occurs within the last five years prior to the Plan Expiration Date, determine that all or any part of the damage or destruction shall not be reconstructed, restored or repaired or shall be reconstructed or repaired to a condition differing from that existing at the time of such damage or destruction but nonetheless in compliance with the Urban Renewal Plan, and, in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration or repair, shall be retained by the Redeveloper subject to the claims of any mortgagee or mortgagees of record permitted hereunder.

(9) The Redeveloper shall commence to reconstruct, restore or repair any Improvements which have been destroyed or damaged and which the Redeveloper is obligated to reconstruct, restore or repair in accordance with this Agreement, within a period not to exceed six (6) months after such destruction or damage (or, if the conditions then prevailing reasonably require a longer period, such longer period as the Redeveloper and the

Authority may agree in writing), shall well and diligently and with dispatch prosecute such reconstruction, restoration or repair to completion, such reconstruction, restoration or repair in any event to be completed within twelve (12) months after the start thereof, unless the conditions then prevailing reasonably require a longer period, in which event such reconstruction, restoration or repair need not be completed within such twelve (12) month period but may be completed within such longer period as the Redeveloper and the Authority may agree upon in writing.

(f) Holder, etc., of a Mortgage.

The term "holder" in reference to a mortgage shall mean the mortgagee under, and any insurer or guarantor of any obligation or condition secured by, a mortgage permitted under Sections 503 and 601 hereof, as amended, and any assignee of such a mortgage.

(g) Agreement Binding on Successors and Assigns.

The respective provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Redeveloper and the public body or bodies succeeding to the interests of the Authority, and to any subsequent grantees of any portion of the Property; but the Redeveloper, and its successors and assigns, shall, with respect to any breaches under the Deed occurring after the issuance of the certificate of completion with respect to the completion of all the Improvements in accordance with this Agreement, be liable, and any permitted mortgagee shall in any event be liable (subject to the provisions of Section 602 hereof), under this Agreement only for breaches occurring during its or their respective ownership of an interest in the Property and only with respect to and only for breaches occurring in respect of that portion of the Property as to which the Redeveloper, its successors or assigns, or mortgagee, as the case may be, at the time of the breach holds an interest in such portion of the Property.

SECTION 9 : MODIFICATION OF PART II

The following amendments and modifications are hereby made in the terms, covenants and conditions forming Part II hereof:

(a) Sections 101 and 102 [and 103 if appropriate] hereof are hereby deleted in their entirety and the following provisions are substituted in lieu thereof:

"The Authority agrees that, at the time of conveyance and delivery of possession of the Tract, it shall be free and clear of all buildings, structures and improvements except streets and sidewalks and except walls and foundations below the surface; all utility lines, installations, facilities, and related equipment shall be removed or abandoned; all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner with clean, sanitary, non-organic fill; and the finished surface shall be rough graded, generally free of mounds and depressions, so as to conform approximately to the street elevations of the area as they now exist. All expenses relating to buildings or structures demolished or to be demolished shall be borne by, and any income or salvage received from such buildings or structures shall belong to, the Authority. Except as aforesaid, the Authority assumes no responsibility for the present or future condition of the Property or its suitability for any specific purpose. The Redeveloper has examined the Property, is familiar with the physical condition thereof and acknowledges that the Authority has made no other representations with respect thereto."

(b) Section 103 is hereby amended as follows:

(1) By adding in the first sentence thereof after the words "Urban Renewal Plan" the words "the Agreement, and the Development Agreement";

(2) By deleting therefrom the subparagraphs (a) through (g), and by substituting: [Insert provision for particular public improvements, if any, to be installed by the Authority as provided in the Development Agreement. If none, delete Section 103 entirely.] Apart from extension of time and such remedies as the Developer may have under the Development Agreement, no payment or allowance of any kind shall be made to the Redeveloper as compensation or damages because of any failure or delay by the Authority, however caused, in providing or causing to be provided the public improvements described in this Section."

(c) Section 201 hereof is hereby amended by inserting after the words "Part I hereof" the following: ", provided that such entry shall not unnecessarily interfere with or interrupt the use or occupancy of the Property."

(d) Section 203 hereof is hereby amended by deleting the words "the Property" in the two instances in which they appear in the second sentence, and by substituting in lieu thereof "a Tract" in the first instance and "such Tract" in the second instance.

(e) Section 301 hereof is hereby amended as follows:

(1) By adding after the words "Urban Renewal Plan" wherever the same appear in said Section, the following: "the Design Development Phase Submission heretofore approved (or hereafter to be approved in the case of Tract 2) by the Authority pursuant to the Urban Renewal Plan and the Development Agreement (including the Master Plan Framework and Concept Design Plan referred to therein and including Exhibit C attached thereto),";

(2) By adding in the fourth sentence of said Section 301 after the words "Construction Plans" the words "(in complete final form as provided in Exhibit C of the Development Agreement)", and by deleting the words "thirty (30)" and substituting therefor the words "fifteen (15) working";

(3) By adding at the end thereof the following paragraphs:

"Unless the parties mutually agree otherwise, the Redeveloper shall not apply for a building permit for the construction of any Improvements to be constructed on a Tract until the Authority has approved the Construction Plans for such Improvements as provided herein.

"No structure or improvements (other than tenant finish work), including signs, pavements and landscaping of a temporary or permanent nature, shall be constructed which are not shown on the Construction Plans approved by the Authority hereunder, nor shall any work be done on the construction of the Improvements if such work substantially deviates from such approved Construction Plans in any of the following respects, except and only to the extent that modifications thereof have been previously submitted to and approved by the Authority hereunder (which approval shall not be unreasonably

withheld): (1) if there are changes in exteriors of the Improvements or Property; (2) if there are changes in use allocations or changes in quality of materials or workmanship of the interiors (provided that tenant finish work shall not be deemed such a change); (3) if there are changes in materials, textures, design, finishes, dimensions, color or workmanship in the public lobbies, entrances, arcades, public spaces, or open spaces; or (4) if the circulation patterns are changed in any way.

"In the event that the Redeveloper shall fail to comply with the foregoing requirements, the Authority may, within ten (10) working days after discovery or notice thereof by the Authority, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the Improvements constructed or being constructed on the Property as so deviate from such approved Construction Plans or any approved modifications thereof, as to bring them into conformance therewith. The Redeveloper shall promptly comply with such a directive and shall not proceed with construction of such portion of the Improvements as are the subject of such a directive until such directive is complied with. Any delays in completion of the Improvements resulting from such modification or reconstruction shall not be a ground for the extensions of the time limits of construction on the Property as provided for in Section 4 of this Agreement.

"The Redeveloper shall construct on each Tract and such Tract shall be used primarily for the construction, use, operation and maintenance of the facilities described in the Whereas recitals of this Agreement. After the issuance of a certificate of completion, the Authority shall not unreasonably withhold its approval of a proposed change in the use of any amount of gross floor area in the Improvements on Tract 1 if, at that time, the Redeveloper would be entitled to construct a building containing such amount of gross floor area for such proposed use under the Urban Renewal Plan."

(f) Section 302 hereof is hereby amended by inserting immediately before the word "change" in the second line of the first sentence thereof the word "material".

(g) Section 303 hereof is hereby amended by adding the following sentence at the end thereof: "Compliance by the Redeveloper with Exhibit D of the Development Agreement shall constitute a satisfaction of the condition with respect to evidence of equity capital and mortgage financing."

(h) Subdivision (a) of Section 307 hereof is hereby amended by inserting the words "with respect to a Tract" after the words "the Improvements" in the first line thereof and by changing the words "the Improvements" to "such Improvements" wherever they appear thereafter in said subdivision.

(i) Subdivision (a) of Section 307 hereof is hereby amended by adding the following sentences at the end thereof:

"Notwithstanding the foregoing provisions of this Section 307, and the failure of the Redeveloper to complete the Improvements on a Tract in any minor respect which does not interfere with the use or occupancy of the premises as provided hereunder, the Authority shall issue to the Redeveloper a certificate of completion if the Redeveloper shall deposit in an escrow account, under terms satisfactory to the Authority which shall include an agreement by the Redeveloper to complete the Improvements in accordance with this Agreement, an amount not less than the amount reasonably estimated by the Authority at the time as necessary to complete the Improvements on a Tract in accordance with this Agreement. The building of Improvements shall be deemed completed for the purposes of this Agreement when the construction of the exterior of the Improvements and the construction of the public lobbies, entrances, arcades, public spaces and open spaces and the construction of the interior of the Improvements have been completed in accordance with the approved Construction Plans except for finish work customarily to be performed to tenants' specifications."

(j) Subdivision (b) of Section 307 hereof is hereby deleted in its entirety.

(k) Section 307 hereof is hereby further amended by adding the following subsection (d) at the end thereof:

"(d) Any breach by the Authority of its obligations under this Section shall be specifically enforceable, without limiting any other right or remedy to which the Redeveloper may be or become entitled."

(l) Section 401 is hereby amended by inserting at the end of subdivision (a) thereof after the words "Urban Renewal Plan", the words ", as such Plan exists and applies to the Property on the date of this Agreement, it being expressly agreed that no amendment, modification or extension of the Urban Renewal Plan after such date relating to the general conditions, land use provisions, and building requirements, applicable to the Property shall be applicable to the Property (or abutting portions of public streets or public rights-of-way) without the Redeveloper's written consent"; and further by deleting subdivision (b) and substituting the following new subdivisions:

"(b) Not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental, or in the employment on, or in the use, occupancy or possession of the Property or of any improvements constructed or to be constructed thereon, or any part thereof;

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

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

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

"(f) Comply with the applicable provisions of Massachusetts General Laws, Chapter 151B, as amended, and all other applicable Federal, State and local laws, ordinances, and regulations guaranteeing civil rights, providing for equal opportunities in housing, employment, and education, and prohibiting discrimination or segregation because of race, color, religious creed, national origin, sex, age (as defined in said Chapter 151B, as amended), ancestry, or marital status;

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

"(h) Construct or cause to be constructed, in compliance with the requirements of the Urban Renewal Plan, structured parking for the Improvements to be constructed on

Tract 1, such structured parking to be located, unless otherwise agreed in writing by the Authority, on Tract 2."

and the Deed shall contain such further provisions as are set forth in the form of Deed attached hereto.

(m) Section 402 hereof is hereby amended by deleting the words "and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan" from the first sentence thereof.

(n) Section 402 hereof is hereby further amended by deleting the portion of the second sentence thereof before the word "Provided" and by inserting in lieu thereof the following words:

"It is further intended and agreed that the agreements and covenants provided in the various subdivisions of Section 401 hereof shall remain in effect for the periods of time, or until the dates, respectively specified or referred to in Section 6 of Part I hereof (at which respective time such agreements and covenants shall terminate):"

(o) Section 501 hereof is hereby amended by inserting the words "or partnership interest" immediately after the word "stock" in the two instances where it appears in subparagraph (c) and by inserting the words "or partners" immediately after the words "its stockholders" in the clause following subparagraph (c).

(p) Section 502 hereof is hereby amended by inserting the words "Partnership Interest or" immediately before the word "Shares" and by inserting the words "Partners and" immediately before the word "Stockholders" in the title to said Section; by inserting the words "or partners" immediately after the word "stockholders" in the three instances where it appears in such Section; and by inserting the words "a partnership interest or" immediately after the word "owning" in clause (a) and immediately after the words "successors in interest" in said clause (a) and after the words "owner of" and "ownership of" in clause (c) of said Section; and by adding the following sentence at the end of said Section: "The provisions of this Section shall not affect the admission of limited partners permitted by and in accordance with Section 503(a) hereof."

(q) Section 503 hereof is hereby amended by deleting the words "making the Improvements" in clause (i) of subdivision (a)(1) thereof and by inserting in lieu thereof the words "purchasing and paying for the Property and with respect to the development, construction, furnishing, repair or reconstruction of the Improvements on a Tract" and by inserting the words "with respect to a Tract" immediately before the words "as certified by the Agency" in subdivision (a) thereof.

(r) Section 503 hereof is hereby further amended by adding the following at the end of subdivision (a) of said Section:

"; and Provided, further, that nothing herein shall prohibit (and the word "lease" shall not be deemed so to prohibit) the leasing of office, retail or residential space to tenants, or the entering into of hotel operating agreements for the Property provided that no such lease or agreement shall, without the prior approval of the Authority, permit any use or occupancy of the Improvements prior to the issuance of a Certificate of Completion as herein provided; nor shall any provisions of this Agreement prohibit the Redeveloper from designating a nominee trust to hold title to the Property for it as the sole beneficiary, or from admitting from time to time individuals or other business entities as limited partners so long as Mortimer B. Zuckerman and Edward H. Linde are, prior to such completion, the sole general partners thereof with ownership of more than 50% of the total partnership interest." [language added in 1994 (Amendment No. 10) to allow for

(s) Section 503 hereof is hereby further amended by deleting "such approval" in the first clause of subdivision (b) and by inserting in lieu thereof "approval of a transfer of stock or partnership interest in the Redeveloper or a transfer of any part of or interest in this Agreement or the Property" and by inserting the words "with respect to a Tract" immediately after the word "Improvements" in the fifth line of subdivision (b)(4) thereof. *transfers of interests in BPLP and BPI]*

(t) Section 504 hereof is hereby amended by inserting the words "and Partners" immediately after the word "Stockholders" in the title of said Section; by inserting the words "or partnership interests" immediately after the words "ownership of stock" in the two instances where they appear in clause (a) and immediately after the words "in such stock" in clause (b); by inserting the words "or general partners" immediately after the word "officers" in clause (a) and after the words "executive officer" and the words "such officer" in the two instances where they appear in clause (b); by inserting the words "or partners" immediately after the words "all of the stockholders" in clause (b); and by inserting the words "a partnership interest or" immediately after the word "own" in clause (b).

(u) Section 601 hereof is amended by inserting the words "with respect to a Tract" immediately after the word "Improvements" in the second line; by changing the words "the Property" to "such Tract" in the second and third instances where they appear in the first sentence; by changing clause (a) in the first sentence to read "(a) funds only to the extent necessary for purchasing and paying for such Tract and for the development, construction, furnishing, repair or reconstruction of such Improvements"; by changing the period at the end of the first sentence to a comma; and by adding thereafter the following words: "or for the purpose of refinancing any outstanding loan or loans obtained by the Redeveloper for any such purpose so long as the

resulting encumbrance or lien does not exceed the total of such funds."

(v) Section 702 hereof is hereby deleted.

(w) Section 703 hereof is hereby amended by inserting the words "or partnership interests" immediately after the word "stock" in clause (ii) of subdivision (a) of said Section; by deleting the parenthetical expression from subdivision (b); and by changing the portion thereof, following subdivision (c), to read as follows:

"then this Agreement, and any rights of the Redeveloper or any assignee or transferee, in this Agreement, or arising therefrom with respect to the Authority or the Property, shall, at the option of the Authority, be terminated by the Authority; in which event, as provided in Paragraph (c), Section 3, of Part I hereof, the Deposit shall be retained by the Authority as liquidated damages (actual damages being impossible to determine) and as its property without any deduction, offset, or recoupment whatsoever, and neither the Redeveloper (or assignee or transferee) nor the Authority shall have any further rights against or liability to the other under this Agreement."

(x) Section 704 hereof is hereby amended by inserting the words "or partnership interests" immediately after the word "stock" in clause (c); by inserting after the words "parts or parcels" in sub-clause (2), the words "or Tract"; by inserting after the words "certificate of completion is issued" in sub-clause (2), the words ", or is required to be issued though not in fact issued,"; by changing the reference to "Paragraph (d), Section 3" in the last sentence to "Paragraph (c), Section 3"; and by adding the following at the end of said Section:

"In the event that the Authority shall at any time prior to the completion of the Improvements as aforesaid have the right to declare a termination in favor of the Authority of the title of the Redeveloper in and to the Property or any part thereof, the Redeveloper shall promptly upon written demand by the Authority transfer possession of, and reconvey by quitclaim deed, such Property or part thereof, together with all improvements thereon, to the Authority without cost to the Authority, subject to any easements reserved or created by the Authority and subject to the provisions of the foregoing clauses (1) and (2)."

(y) Section 707 hereof is hereby amended by deleting "acts of the Federal Government" and by inserting in lieu thereof "acts of the Government (including, without limitation, the delay or refusal of any governmental authority to issue permits, approvals and the like when the application therefor conforms to all lawful requirements and is based upon plans approved by the other party)";

and by inserting the words "contractors or" immediately before the word "subcontractors", all in the first clause thereof.

(z) Section 801 hereof is hereby amended by deleting the second sentence thereof, and substituting the following:

"Except as hereinafter provided, no member, official, employee or consultant of the Authority shall be personally liable to the Redeveloper or any partner thereof, or any successor in interest or person claiming through or under the Redeveloper or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Agreement; and no partner of the Redeveloper (or trustee of any trust designated to hold title for the Redeveloper) shall, other than to the extent of the partner's or trustee's interest in the assets of the partnership or trust, as the case may be, be personally liable to the Authority, or any successor in interest or person claiming through or under the Authority, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Agreement; with the sole exceptions being liability of the Redeveloper for the amounts of the Deposit, obligations of the Redeveloper for rentals under leases of sites for temporary parking, and any commitment or personal guarantee by Mortimer B. Zuckerman or Edward H. Linde of the Redeveloper's obligation to construct structured parking and to reconstruct public improvements as provided in the Development Agreement; it being further provided that nothing herein shall affect any non-monetary remedies of the Authority or of the Redeveloper under this Agreement or the Deeds."

(aa) Section 802 hereof is hereby amended by inserting "as amended by Executive Order 11375 of October 13, 1967" after "Executive Order 11246 of September 24, 1965", whenever the same appears in said Section.

SECTION 10 : COUNTERPARTS

This Agreement is executed in an original and five (5) counterparts, each of which shall constitute one and the same instrument.

WITNESS the execution hereof under seal on or as of the day first above written.

Attest: (SEAL)

CAMBRIDGE REDEVELOPMENT AUTHORITY

Executive Director and
Secretary

By _____
Chairman

Attest:

[LIMITED PARTNERSHIP]

By _____ (SEAL)
Mortimer B. Zuckerman
General Partner

By _____ (SEAL)
Edward H. Linde
General Partner

SCHEDULE A

Development Agreement, dated _____, 1979, entered into by and between Cambridge Redevelopment Authority ("Authority") and Cambridge Center Associates ("Developer").

Description of proposed uses and Improvements to be constructed on the Property, including Tract 1 and Tract 2.

Identification of plans, drawings and specifications for the Improvements, including Master Plan Framework and Concept Design Plan, and Design Development Plans [Schematic Plans for the first Contract].

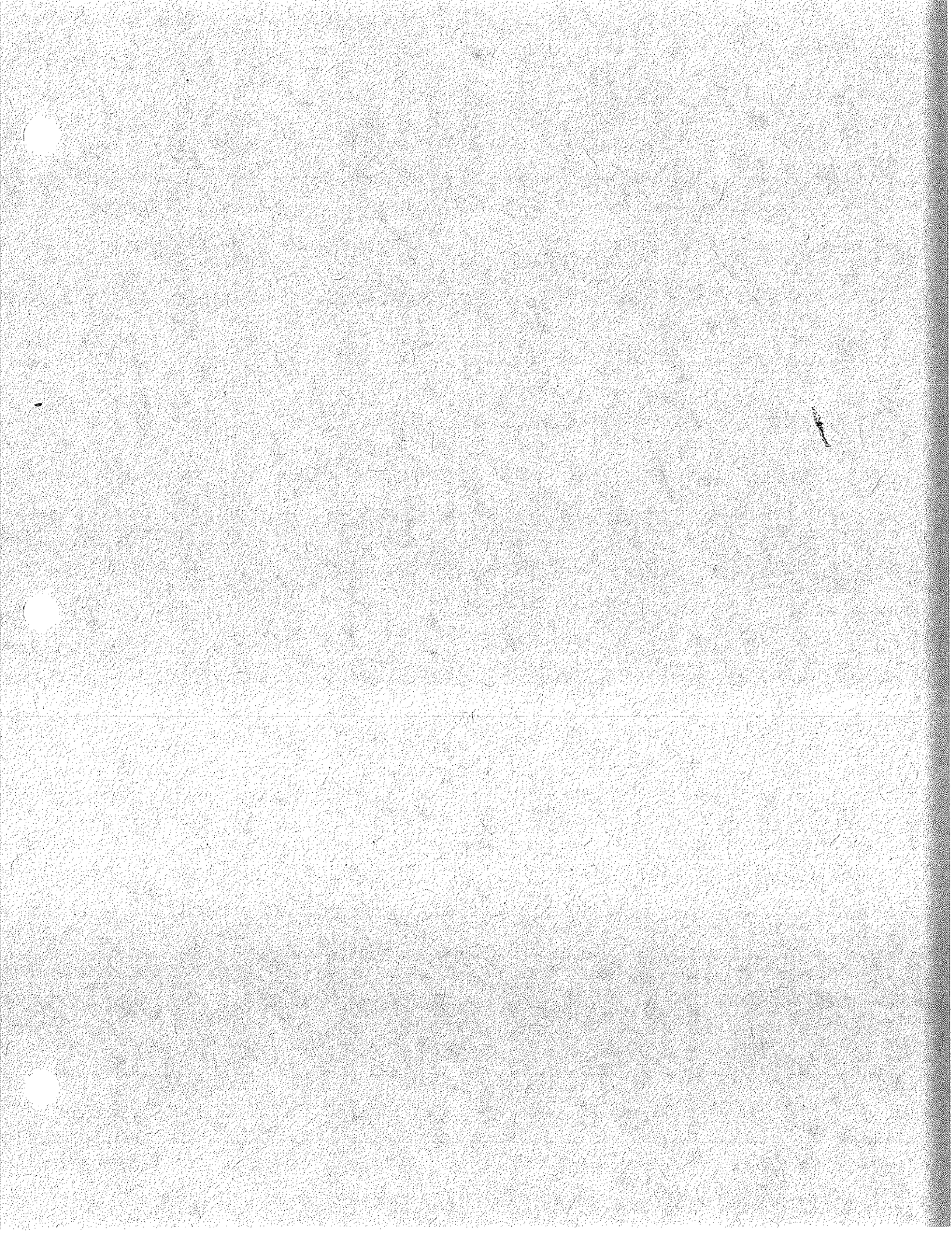
Identification of Architect/Planner/Designer.

SCHEDULE B

Legal Description of the Property, including
Tract 1 and Tract 2.

[Subject to encumbrances]

[Benefit of appurtenant easements]



The Grantor and the Grantee have entered into a Land Disposition Contract, dated _____, 19____ (a copy of which is on file with the City Clerk of the City of Cambridge), which provides, among other things, for the sale by the Grantor, and the purchase by the Grantee, of the granted premises (referred to in said Land Disposition Contract as "Tract 1") and, within three years from the date hereof, of certain other land in the City of Cambridge, more fully described in Exhibit A attached hereto (and referred to in said Land Disposition Contract and in this Deed as "Tract 2").

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

(1) shall devote the granted premises to, and only to, and in accordance with, the uses specified in the Urban Renewal Plan for Kendall Square Urban Renewal Project, dated August 30, 1965, and approved by the City Council of the City of Cambridge on August 30, 1965, as amended by Revised Amendment No. 1 thereof, dated October, 1977, and approved by such Council on October 31, 1977, and as the same has been and may from time to time be amended in accordance with the provisions therein contained, and a copy of which Plan, as presently constituted, is on file in the office of the City Clerk of the City of Cambridge (hereinafter, and as the same may hereafter be amended, referred to as the "Urban Renewal Plan");

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

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

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

(5) shall at no time cause the acquisition, development, construction, installation, reconstruction, disposal or conveyance by sale or lease, management, or maintenance of any part of the granted premises or of improvements thereon, to or by any person, be denied, restricted, or abridged, nor his employment thereon, or his use, occupancy, or possession thereof preferred,

discriminated against, segregated, or refused because of race, color, religious creed, national origin, sex, age, ancestry, or marital status;

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

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

(8) shall construct or cause to be constructed, in compliance with the requirements of the Urban Renewal Plan, structured parking for the Improvements to be constructed on the granted premises, such structured parking to be located, unless otherwise agreed in writing by the Grantor, on Tract 2;

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

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

(11) shall not change the use of any amount of gross floor area in the Improvements on the granted premises without the approval of the Grantor which shall not be unreasonably withheld if, at that time, the Grantee would be entitled to construct a

building containing such amount of gross floor area for such proposed use under the Urban Renewal Plan;

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

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

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

(15) shall keep all of the insurable Improvements on the granted premises insured by fire and extended coverage insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the use of

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

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

(17) shall proceed promptly to establish and collect all valid claims which may have arisen against insurers based upon any damage or destruction to any Improvements constructed on the

granted premises occurring prior to the expiration of the covenant and agreement set forth in this paragraph (17); shall deposit the insurance proceeds so collected in a separate account of the Grantee, or of any permitted mortgagee, for application to or toward the payment of such reconstruction, restoration or repair, subject to the provision of paragraph (15) hereof;

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

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

(20) shall commence to reconstruct, restore or repair any Improvements on the granted premises which have been destroyed or damaged and which the Grantee is obligated to reconstruct, restore or repair in accordance with this Deed, within a period not to exceed six (6) months after such destruction or damage (or, if

the conditions then prevailing reasonably require a longer period, such longer period as the Grantee and the Grantor may agree in writing), shall well and diligently and with dispatch prosecute such reconstruction, restoration or repair to completion, such reconstruction, restoration or repair in any event to be completed within twelve (12) months after the start thereof, unless the conditions then prevailing reasonably require a longer period, in which event such reconstruction, restoration or repair need not be completed within such twelve (12) month period but may be completed within such longer period as the Grantee and the Grantor may agree upon in writing; and

(21) shall not require that its or their consent be obtained for any amendment or modification of the Urban Renewal Plan applicable to any part of the Project Area except the granted premises and Tract 2, other than an increase in the cumulative GFA (as defined in the Urban Renewal Plan) for office uses, hotel/motel uses or non-owner-occupied institutional uses (or other change having the effect of increasing such permitted uses) except that no such consent shall be required for (and the Grantee and its successors and assigns shall not object to) any such increase in the cumulative GFA for any such uses (or other change having such effect) at any time subsequent to 198 .

The agreements and covenants in said paragraphs (1) to (21), both inclusive, other than paragraphs (2) and (8), and all rights and obligations under any of said agreements and covenants, shall be in force and effect until August 30, 1995; the agreements and covenants in paragraph (2), and all rights and obligations under said agreements and covenants, shall be in force and effect until the expiration of one hundred (100) years from the date of this Deed; and the agreements and covenants in paragraph (8), and all rights and obligations under said agreements and covenants, shall be in force and effect until the completion of construction of the structured parking referred to therein and the recording of a certificate by the Grantor of the completion of such construction; provided, however, that the foregoing provisions shall not abate, or be a ground for abatement of, any action, suit, or other legal proceeding instituted prior to the termination of the agreements and covenants; and provided further, that the Grantee, and its successors and assigns, shall, with respect to any breaches under this Deed occurring after the issuance of the certificate of completion with respect to the completion of all the Improvements in accordance with said Land Disposition Contract, be liable, and any permitted mortgagee shall in any event be liable (subject to the provisions of Section 602 of said Land Disposition Contract), under this Deed only for breaches occurring during its or their respective ownership of an interest in the granted premises and only with respect to and only for breaches occurring in respect of that portion of the granted premises as to which the Grantee, its successors or assigns, or mortgagee, as the case may be, at the time of the breach holds an interest in such portion of the granted premises.

The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or

similar language, in this Deed shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

In amplification, and not in restriction, of the provisions hereof and of said Land Disposition Contract, it is intended and agreed that the Grantor and its successors and assigns, and the City of Cambridge, shall be deemed beneficiaries of the agreements and covenants provided in the foregoing paragraphs (1) to (21), both inclusive, and the United States of America shall be deemed a beneficiary of the covenants provided in paragraphs (2), (3), and (9), both for and in their or its own right and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Grantor, its successors and assigns, the City of Cambridge, or the United States of America has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Grantor, its successors and assigns, and the City of Cambridge shall have the rights in the event of any breach of any agreement or covenant, and the United States of America shall have the right in the event of any breach of the covenants provided in paragraphs (2), (3), or (9), to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

The agreements and covenants provided in the foregoing paragraphs (1) to (21), both inclusive, shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise herein specifically provided, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and any successor in interest to the granted premises, or any part thereof, and the United States of America (in the case of the covenants provided in paragraphs of (2), (3), and (9)) against the Grantee, its successors and assigns and every successor in interest to the granted premises, or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof.

This conveyance is made subject also to the additional covenants of the Redeveloper with respect to the granted premises and the terms and conditions set forth in said Land Disposition Contract, which provides, among other things, for the submission of certain construction plans and evidence of financing ability, for the prompt commencement and diligent prosecution to completion of certain improvements, against certain transfers and encum-

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

All said additional agreements of the Grantee and said terms and conditions contained in said Land Disposition Contract (except as hereinafter excluded) shall terminate with respect to the granted premises upon the completion of the required improvements in accordance with the provisions of said Land Disposition Contract and upon the recording of a certificate of such completion executed by the Grantor; and the recording of such a certificate executed by the Grantor shall be a conclusive determination of such satisfaction and termination of said additional agreements, terms and conditions (but not including said covenants and agreements provided in paragraphs (1) to (21), both inclusive, stated to run with the land).

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

Except as hereinafter provided, no partner of the Grantee (or trustee of any trust designated to hold title for the Grantee) shall, other than to the extent of such partner's or trustee's interest in the assets of the partnership or trust, as the case may be, be personally liable to the Grantor, or any successor in interest or person claiming through or under the Grantor, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Deed; with the sole

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

WITNESS the execution hereof under seal this day of
19 .

(SEAL)

Attest:

CAMBRIDGE REDEVELOPMENT AUTHORITY

Grantor

Executive Director and Secretary

By _____
Chairman

Attest:

[LIMITED PARTNERSHIP]

Grantee

By _____ (Seal)
Mortimer B. Zuckerman
General Partner

By _____ (Seal)
Edward H. Linde
General Partner

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

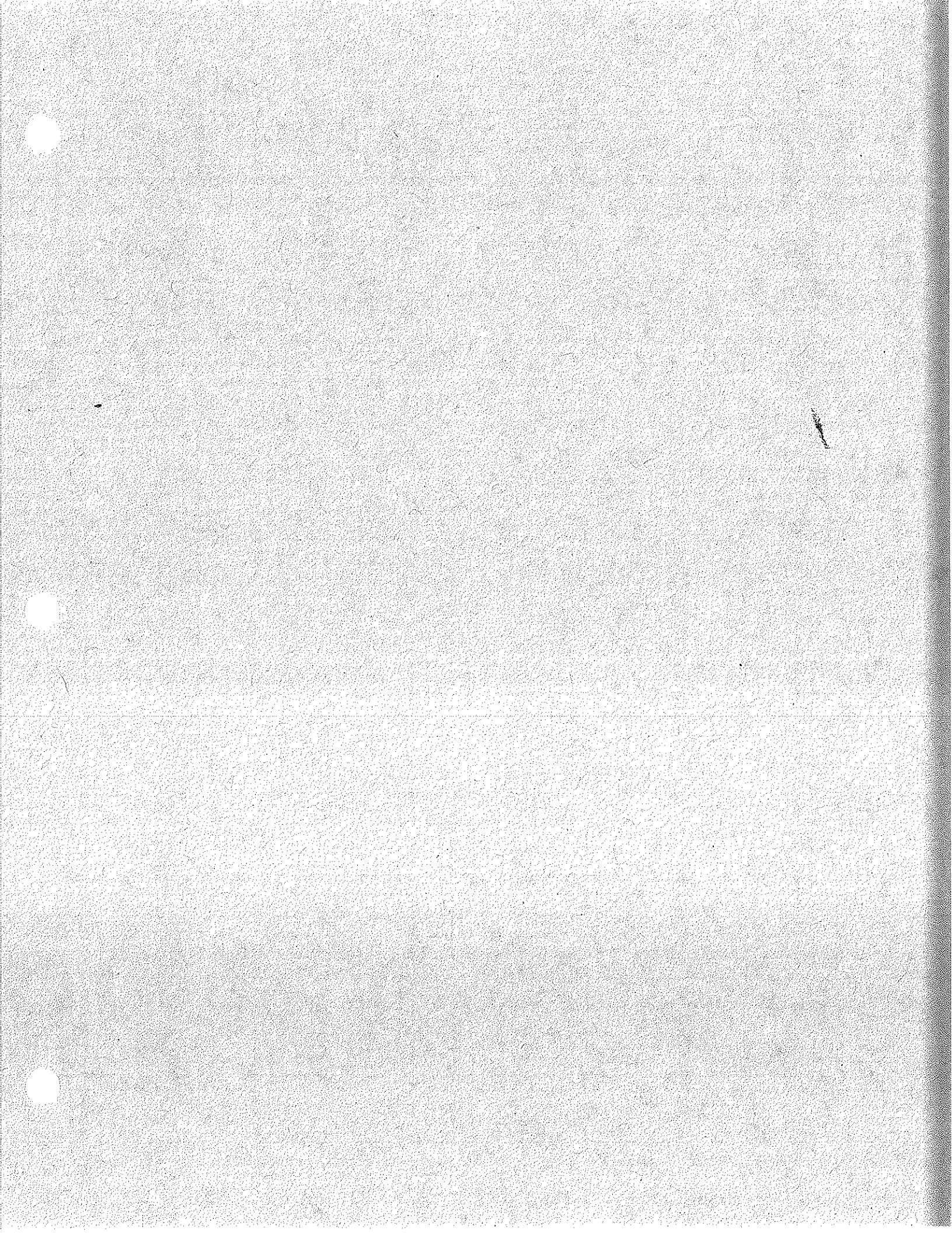
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Then personally appeared the above named
Chairman of the Cambridge Redevelopment Authority and acknowledged
the foregoing instrument to be the free act and deed of the Cam-
bridge Redevelopment Authority.

Notary Public
My Commission Expires:

EXHIBIT A

[DESCRIPTION OF TRACT 2]



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

URBAN RENEWAL PROGRAM

TERMS AND CONDITIONS

Part II

of

Contract for

SALE OF LAND FOR PRIVATE REDEVELOPMENT

By and Between

and

PART II

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ARTICLE I. PREPARATION OF PROPERTY FOR REDEVELOPMENT

SEC. 101. Work To Be Performed by Agency. The Agency shall, prior to conveyance of the Property and without expense to the Redeveloper, prepare the Property for redevelopment by the Redeveloper in accordance with the Urban Renewal Plan and the Agreement. Such preparation of the Property shall consist of the following (unless the Agency and the Redeveloper hereafter agree in writing that any of such preparation shall not be done, or that it shall be done subsequent to the conveyance of the Property):

- (a) Demolition and Removal. The demolition and removal to the surface elevation of the adjoining ground of all existing buildings, other structures and improvements on the Property, including the removal of all bricks, lumber, pipes, equipment and other material, and all debris and rubbish resulting from such demolition, except such material and debris as may be used for any filling required by this Section.
- (b) Reduction of Walls. The reduction of all walls, including foundation walls, to the surface elevation of the adjoining ground.
- (c) Breaking Up Basement Floors. The breaking up of all basement or cellar floors sufficiently to permit proper drainage.
- (d) Removal of Paving. The removal by the Agency or by the appropriate public body of all paving (including catch basins, curbs, gutters, drives, and sidewalks) within or on the Property.
- (e) Removal of Public Utility Lines. The removal or abandonment by the Agency or by the appropriate public body or public utility company of all public utility lines, installations, facilities, and related equipment within or on the Property.
- (f) Filling and Grading. Such filling, grading, and leveling of the land (but not including topsoil or landscaping) as will permit proper drainage and place the Property in a safe, clean, sanitary, and nonhazardous condition.
- (g) Filling Materials. The filling of all basements or other excavations exposed as a result of the work performed by the Agency pursuant to this Section, with noncombustible materials to a level twelve (12) inches below the surface of the adjoining ground on all sides thereof.

SEC. 102. Expenses, Income, and Salvage. All expenses, including current taxes, if any, relating to buildings or other structures demolished or to be demolished in accordance with Section 101 hereof shall be borne by, and all income or salvage received as a result of the demolition of such buildings or structures shall belong to, the Agency.

SEC. 103. Agency's Responsibilities for Certain Other Actions. The Agency, without expense to the Redeveloper or assessment or claim against the Property and prior to completion of the Improvements (or at such earlier time or times as the Redeveloper and the Agency may agree in writing), shall, in accordance with the Urban Renewal Plan, provide or secure or cause to be provided or secured, the following:

- (a) Vacation of Streets, Etc. The closing and vacation of all existing streets, alleys, and other public rights-of-way within or abutting on the Property.
- (b) Replatting, Resubdivision, or Rezoning. The replatting, resubdivision, or rezoning of the Property, if necessary for the conveyance thereof to the Redeveloper.
- (c) Improvements of Existing Streets. The improvement (by the Agency or by the appropriate public body) by resurfacing, rebuilding, or new construction, in accordance with the technical specifications, standards, and practices of the City, of the existing streets, alleys, or other public rights-of-way (including catch basins, curbs and gutters, drive and curb cuts, and drives between the property line of the Property and the public rights-of-way) abutting on the Property.
- (d) Construction and Dedication of New Streets. The construction (by the Agency or by the appropriate public body), in accordance with the technical specifications, standards, and practices of the City, and the dedication of all new streets, alleys, and other public rights-of-way (including catch basins, curbs, and gutters) abutting on the Property.
- (e) Installation of Sidewalks. The installation (by the Agency or by the appropriate public body), in accordance with the technical specifications, standards, and practices of the City, of public sidewalks along the frontage of the public streets abutting on the Property or within the rights-of-way lines of such public streets, together with sodding or seeding of any such public area between such sidewalks or the curb lines of such public streets.
- (f) Street Lighting, Signs, and Fire Hydrants. The installation (by the Agency or by the appropriate public body), in accordance with the technical specifications, standards, and practices by the City, of street lighting, signs, and fire hydrants in connection with all new streets abutting on the Property and to be constructed pursuant to this Section.
- (g) Installation of Public Utilities. The installation or relocation (by the Agency or by the appropriate public body or public utility company) of such sewers, drains, water and gas distribution lines, electric, telephone, and telegraph lines, and all other public utility lines, installations, and facilities as

are necessary to be installed or relocated on or in connection with the Property by reason of the redevelopment contemplated by the Urban Renewal Plan and the development of the Property: Provided, That the Agency shall not be responsible for, nor bear any portion of the cost of, installing the necessary utility connections within the boundaries of the Property between the Improvements to be constructed on the Property by the Redeveloper and the water, sanitary sewer, and storm drain mains or other public utility lines owned by the City or by any public utility company within or without such boundaries, or electric, gas, telephone, or other public utility lines owned by any public utility company within or without such boundaries, and the Redeveloper shall secure any permits required for any such installation without cost or expense to the Agency.

SEC. 104. Waiver of Claims and Joining in Petitions by Redeveloper. The Redeveloper hereby waives (as the purchaser of the Property under the Agreement and as the owner after the conveyance of the Property provided for in the Agreement) any and all claims to awards of damages, if any, to compensate for the closing, vacation, or change of grade of any street, alley, or other public right-of-way within or fronting or abutting on, or adjacent to, the Property which, pursuant to subdivision (a) of Section 103 hereof, is to be closed or vacated, or the grade of which is to be changed, and shall upon the request of the Agency subscribe to, and join with, the Agency in any petition or proceeding required for such vacation, dedication, change of grade, and, to the extent necessary, rezoning, and execute any waiver or other document in respect thereof.

ARTICLE II. RIGHTS OF ACCESS TO PROPERTY

SEC. 201. Right of Entry for Utility Service. The Agency reserves for itself, the City, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to in Paragraph (a), Section 2 of Part I hereof.

SEC. 202. Redeveloper Not To Construct Over Utility Easements. The Redeveloper shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Paragraph (a), Section 2 of Part I hereof, unless such construction is provided for in such easement or has been approved by the City. If approval for such construction is requested by the Redeveloper, the Agency shall use its best efforts to assure that such approval shall not be withheld unreasonably.

SEC. 203. Access to Property. Prior to the conveyance of the Property by the Agency to the Redeveloper, the Agency shall permit representatives of the Redeveloper to have access to any part of the Property as to which the Agency holds title, at all reasonable times for the purpose of obtaining data

and making various tests concerning the Property necessary to carry out the Agreement. After the conveyance of the Property by the Agency to the Redeveloper, the Redeveloper shall permit the representatives of the Agency, the City, and the United States of America access to the Property at all reasonable times which any of them deems necessary for the purposes of the Agreement, the Cooperation Agreement, or the Contract for Loan and Capital Grant, including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

ARTICLE III. CONSTRUCTION PLANS; CONSTRUCTION OF
IMPROVEMENTS; CERTIFICATE OF COMPLETION

SEC. 301. Plans for Construction of Improvements. Plans and specifications with respect to the redevelopment of the Property and the construction of improvements thereon shall be in conformity with the Urban Renewal Plan, the Agreement, and all applicable State and local laws and regulations. As promptly as possible after the date of the Agreement, and, in any event, no later than the time specified therefor in Paragraph (a), Section 5 of Part I hereof, the Redeveloper shall submit to the Agency, for approval by the Agency, plans, drawings, specifications, and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents, and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the Agency as herein provided, are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans") with respect to the improvements to be constructed by the Redeveloper on the Property, in sufficient completeness and detail to show that such improvements and construction thereof will be in accordance with the provisions of the Urban Renewal Plan and the Agreement. The Agency shall, if the Construction Plans originally submitted conform to the provisions of the Urban Renewal Plan and the Agreement, approve in writing such Construction Plans and no further filing by the Redeveloper or approval by the Agency thereof shall be required except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the Agency, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the Agency. If the Agency so rejects the Construction Plans in whole or in part as not being in conformity with the Urban Renewal Plan or the Agreement, the Redeveloper shall submit new or corrected Construction Plans which are in conformity with the Urban Renewal Plan and the Agreement, within the time specified therefor in Paragraph (b), Section 5 of Part I hereof, after written notification to the Redeveloper of the rejection. The provisions of this Section relating to approval, rejection, and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the Agency: Provided, That in any event the Redeveloper shall submit Construction Plans which are in conformity with the requirements of the Urban Renewal Plan and the Agreement, as determined by the Agency, no later than the time specified therefor in Paragraph (c), Section 5 of Part I

hereof. All work with respect to the improvements to be constructed or provided by the Redeveloper on the Property shall be in conformity with the Construction Plans as approved by the Agency. The term "Improvements", as used in this Agreement, shall be deemed to have reference to the improvements as provided and specified in the Construction Plans as so approved.

SEC. 302. Changes in Construction Plans. If the Redeveloper desires to make any change in the Construction Plans after their approval by the Agency, the Redeveloper shall submit the proposed change to the Agency for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of Section 301 hereof with respect to such previously approved Construction Plans, the Agency shall approve the proposed change and notify the Redeveloper in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the Agency unless rejection thereof, in whole or in part, by written notice thereof by the Agency to the Redeveloper, setting forth in detail the reasons therefor, shall be made within the period specified therefor in Paragraph (d), Section 5 of Part I hereof.

SEC. 303. Evidence of Equity Capital and Mortgage Financing. As promptly as possible after approval by the Agency of the Construction Plans, and, in any event, no later than the time specified therefor in Paragraph (e), Section 5 of Part I hereof, the Redeveloper shall submit to the Agency evidence satisfactory to the Agency that the Redeveloper has the equity capital and commitments for mortgage financing necessary for the construction of the Improvements.

SEC. 304. Approvals of Construction Plans and Evidence of Financing As Conditions Precedent to Conveyance. The submission of Construction Plans and their approval by the Agency as provided in Section 301 hereof, and the submission of evidence of equity capital and commitments for mortgage financing as provided in Section 303 hereof, are conditions precedent to the obligation of the Agency to convey the Property to the Redeveloper.

SEC. 305. Commencement and Completion of Construction of Improvements. The Redeveloper agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself and such successors and assigns, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such construction shall in any event be begun within the period specified in Section 4 of Part I hereof and be completed within the period specified in such Section 4. It is intended and agreed, and the Deed shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Agency and enforceable by the Agency against the Redeveloper and its successors and assigns to or of the Property or any part thereof or any interest therein.

SEC. 306. Progress Reports. Subsequent to conveyance of the Property, or any part thereof, to the Redeveloper, and until construction of the Improvements has been completed, the Redeveloper shall make reports, in such detail and at such times as may reasonably be requested by the Agency, as to the actual progress of the Redeveloper with respect to such construction.

SEC. 307. Certificate of Completion.

(a) Promptly after completion of the Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Redeveloper to construct the Improvements (including the dates for beginning and completion thereof), the Agency will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Agency shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligations of the Redeveloper, and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof: Provided, That if there is upon the Property a mortgage insured, or held or owned, by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting a part of the Improvements and covered by such mortgage are, in fact, substantially completed in accordance with the Construction Plans and are ready for occupancy, then, in such event, the Agency and the Redeveloper shall accept the determination of the Federal Housing Administration as to such completion of the construction of the Improvements in accordance with the Construction Plans, and, if the other agreements and covenants in the Agreement obligating the Redeveloper in respect of the construction and completion of the Improvements have been fully satisfied, the Agency shall forthwith issue its certification provided for in this Section. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof.

(b) With respect to such individual parts or parcels of the Property which, if so provided in Part I hereof, the Redeveloper may convey or lease as the Improvements to be constructed thereon are completed, the Agency will also, upon proper completion of the Improvements relating to any such part or parcel, certify to the Redeveloper that such Improvements have been made in accordance with the provisions of the Agreement. Such certification shall mean and provide, and the Deed shall so state, (1) that any party purchasing or leasing such individual part or parcel pursuant to the authorization herein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the Improvements relating to such part or parcel or to any other part or parcel of the Property; and (2) that neither the Agency nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or, in the case of lease, with respect to the leasehold interest) any rights or remedies or controls that it may

otherwise have or be entitled to exercise with respect to the Property as a result of a default in or breach of any provisions of the Agreement or the Deed by the Redeveloper or any successor in interest or assign, unless (i) such default or breach be by the purchaser or lessee, or any successor in interest to or assign of such individual part or parcel with respect to the covenants contained and referred to in Section 401 hereof, and (ii) the right, remedy, or control relates to such default or breach.

(c) Each certification provided for in this Section 307 shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property, including the Deed. If the Agency shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Agency shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Agency, for the Redeveloper to take or perform in order to obtain such certification.

ARTICLE IV. RESTRICTIONS UPON USE OF PROPERTY

SEC. 401. Restrictions on Use. The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall:

- (a) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan; and
- (b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 402. Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 401 hereof, shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United

States (in the case of the covenant provided in subdivision (b) of Section 401 hereof), against the Redeveloper, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided in subdivision (a) of Section 401 hereof shall remain in effect for the period of time, or until the date, specified or referred to in Section 6 of Part I hereof (at which time such agreement and covenant shall terminate) and that the agreements and covenants provided in subdivision (b) of Section 401 hereof shall remain in effect without limitation as to time: Provided, That such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest to the Property, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the Property or part thereof. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in the Agreement shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

SEC. 403. Agency and United States Rights To Enforce. In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that the Agency and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 401 hereof, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of Section 401 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Agency and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in subdivision (b) of Section 401 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 501. Representations As to Redevelopment. The Redeveloper represents and agrees that its purchase of the Property, and its other undertakings pursuant to the Agreement, are, and will be used, for the

purpose of redevelopment of the Property and not for speculation in land holding. The Redeveloper further recognizes that, in view of

- (a) the importance of the redevelopment of the Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the Federal and local Governments for the purpose of making such redevelopment possible; and
- (c) the fact that a transfer of the stock in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such stock or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the Property then owned by the Redeveloper,

the qualifications and identity of the Redeveloper, and its stockholders, are of particular concern to the community and the Agency. The Redeveloper further recognizes that it is because of such qualifications and identity that the Agency is entering into the Agreement with the Redeveloper, and, in so doing, is further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in the Agreement.

SEC. 502. Prohibition Against Transfer of Shares of Stock; Binding Upon Stockholders Individually. For the foregoing reasons, the Redeveloper represents and agrees for itself, its stockholders, and any successor in interest of itself and its stockholders, respectively, that: Prior to completion of the Improvements as certified by the Agency, and without the prior written approval of the Agency, (a) there shall be no transfer by any party owning 10 percent or more of the stock in the Redeveloper (which term shall be deemed for the purposes of this and related provisions to include successors in interest of such stock or any part thereof or interest therein), (b) nor shall any such owner suffer any such transfer to be made, (c) nor shall there be or be suffered to be by the Redeveloper, or by any owner of 10 percent or more of the stock therein, any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise. With respect to this provision, the Redeveloper and the parties signing the Agreement on behalf of the Redeveloper represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them with respect thereto.

503. Prohibition Against Transfer of Property and Assignment of Agreement. Also, for the foregoing reasons the Redeveloper represents and agrees for itself, and its successors and assigns, that:

(a) Except only

- (1) by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Improvements under the Agreement, and (ii) any other purpose authorized by the Agreement, and
- (2) as to any individual parts or parcels of the Property on which the Improvements to be constructed thereon have been completed, and which, by the terms of the Agreement, the Redeveloper is authorized to convey or lease as such Improvements are completed,

the Redeveloper (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Improvements as certified by the Agency, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Agency: Provided, That, prior to the issuance by the Agency of the certificate provided for in Section 307 hereof as to completion of construction of the Improvements, the Redeveloper may enter into any agreement to sell, lease, or otherwise transfer, after the issuance of such certificate, the Property or any part thereof or interest therein, which agreement shall not provide for payment of or on account of the purchase price or rent for the Property, or the part thereof or the interest therein to be so transferred, prior to the issuance of such certificate.

(b) The Agency shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

- (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Agency, necessary and adequate to fulfill the obligations undertaken in the Agreement by the Redeveloper (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).
- (2) Any proposed transferee, by instrument in writing satisfactory to the Agency and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Agency, have expressly assumed all of the obligations of the Redeveloper

under the Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the Agency) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Agency of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of the Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Agency of or with respect to any rights or remedies or controls provided in or resulting from the Agreement with respect to the Property and the construction of the Improvements that the Agency would have had, had there been no such transfer or change.

- (3) There shall be submitted to the Agency for review all instruments and other legal documents involved in effecting transfer; and if approved by the Agency, its approval shall be indicated to the Redeveloper in writing.
- (4) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Redeveloper of the Property (or allocable to the part thereof or interest therein transferred) and the Improvements, if any, theretofore made thereon by it; it being the intent of this provision to preclude assignment of the Agreement or transfer of the Property (or any parts thereof other than those referred to in subdivision (2), Paragraph (a) of this Section 503) for profit prior to the completion of the Improvements and to provide that in the event any such assignment or transfer is made (and is not canceled), the Agency shall be entitled to increase the Purchase Price to the Redeveloper by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this subdivision (4), and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the Agency.

- (5) The Redeveloper and its transferee shall comply with such other conditions as the Agency may find desirable in order to achieve and safeguard the purposes of the Urban Renewal Act and the Urban Renewal Plan.

Provided, That in the absence of specific written agreement by the Agency to the contrary, no such transfer or approval by the Agency thereof shall be deemed to relieve the Redeveloper, or any other party bound in any way by the Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

SEC. 504. Information As to Stockholders. In order to assist in the effectuation of the purposes of this Article V and the statutory objectives generally, the Redeveloper agrees that during the period between execution of the Agreement and completion of the Improvements as certified by the Agency, (a) the Redeveloper will promptly notify the Agency of any and all changes whatsoever in the ownership of stock, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information; and (b) the Redeveloper shall, at such time or times as the Agency may request, furnish the Agency with a complete statement, subscribed and sworn to by the President or other executive officer of the Redeveloper, setting forth all of the stockholders of the Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in such stock their names and the extent of such interest, all as determined or indicated by the records of the Redeveloper, by specific inquiry made by any such officer, of all parties who on the basis of such records own 10 percent or more of the stock in the Redeveloper, and by such other knowledge or information as such officer shall have. Such lists, data, and information shall in any event be furnished the Agency immediately prior to the delivery of the Deed to the Redeveloper and as a condition precedent thereto, and annually thereafter on the anniversary of the date of the Deed until the issuance of a certificate of completion for all the Property.

ARTICLE VI. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

SEC. 601. Limitation Upon Encumbrance of Property. Prior to the completion of the Improvements, as certified by the Agency, neither the Redeveloper nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining (a) funds only to the extent necessary for making the Improvements and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Redeveloper to the Agency. The Redeveloper (or successor in interest) shall notify the Agency in advance of any financing, secured by mortgage or other

similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the Agency of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Redeveloper or otherwise. For the purposes of such mortgage financing as may be made pursuant to the Agreement, the Property may, at the option of the Redeveloper (or successor in interest), be divided into several parts or parcels, provided that such subdivision, in the opinion of the Agency, is not inconsistent with the purposes of the Urban Renewal Plan and the Agreement and is approved in writing by the Agency.

SEC. 602. Mortgagee Not Obligated To Construct. Notwithstanding any of the provisions of the Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by the Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall in no wise be obligated by the provisions of the Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder: Provided, That nothing in this Section or any other Section or provision of the Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and in the Agreement.

SEC. 603. Copy of Notice of Default to Mortgagee. Whenever the Agency shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper in its obligations or covenants under the Agreement, the Agency shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by the Agreement at the last address of such holder shown in the records of the Agency.

SEC. 604. Mortgagee's Option To Cure Defaults. After any breach or default referred to in Section 603 hereof, each such holder shall (insofar as the rights of the Agency are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage: Provided, That if the breach or default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of the Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the Agency, by written agreement satisfactory to the Agency, to complete, in the manner provided in the Agreement, the Improvements on

the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the Agency, to a certification or certifications by the Agency to such effect in the manner provided in Section 307 of the Agreement, and any such certification shall, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of or reversion or reversioning of title to the Property that the Agency shall have or be entitled to because of failure of the Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of the Agreement by the Redeveloper or such successor, shall not apply to the part or parcel of the Property to which such certification relates.

SEC. 605. Agency's Option To Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default or breach by the Redeveloper (or successor in interest) under the Agreement, the holder of any mortgage on the Property or part thereof

- (a) has, but does not exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or
- (b) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon by the Agency and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in the Agreement), and such default shall not have been cured within sixty (60) days after written demand by the Agency so to do,

the Agency shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the Agency shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the

aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 606. Agency's Option To Cure Mortgage Default. In the event of a default or breach prior to the completion of the Improvements by the Redeveloper, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the Agency may at its option cure such default or breach, in which case the Agency shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by the Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all costs and expenses incurred by the Agency in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement: Provided, That any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by the Agreement.

SEC. 607. Mortgage and Holder. For the purposes of the Agreement: The term "mortgage" shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust, including, but not limited to, the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor in office of either such official.

ARTICLE VII. REMEDIES

SEC. 701. In General. Except as otherwise provided in the Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 702. Termination by Redeveloper Prior to Conveyance. In the event that

- (a) the Agency does not tender conveyance of the Property, or possession thereof, in the manner and condition, and by the date, provided in the Agreement, and any such failure shall not

be cured within thirty (30) days after the date of written demand by the Redeveloper; or

- (b) the Redeveloper shall, after preparation of Construction Plans satisfactory to the Agency, furnish evidence satisfactory to the Agency that it has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the Agency of the Construction Plans, to obtain mortgage financing for the construction of the Improvements on a basis and on terms that would generally be considered satisfactory by builders or contractors for improvements of the nature and type provided in such Construction Plans, and the Redeveloper shall, after having submitted such evidence and if so requested by the Agency, continue to make diligent efforts to obtain such financing for a period of sixty (60) days after such request, but without success,

then the Agreement shall, at the option of the Redeveloper, be terminated by written notice thereof to the Agency, and, except with respect to the return of the Deposit as provided in Paragraph (e), Section 3 of Part I hereof, neither the Agency nor the Redeveloper shall have any further rights against or liability to the other under the Agreement.

SEC. 703. Termination by Agency Prior to Conveyance. In the event that

- (a) prior to conveyance of the Property to the Redeveloper and in violation of the Agreement
 - (i) the Redeveloper (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein, or in the Property, or
 - (ii) there is any change in the ownership or distribution of the stock of the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or the degree thereof; or
- (b) the Redeveloper does not submit Construction Plans, as required by the Agreement, or (except as excused under subdivision (b) of Section 702 hereof) evidence that it has the necessary equity capital and mortgage financing, in satisfactory form and in the manner and by the dates respectively provided in the Agreement therefor; or
- (c) the Redeveloper does not pay the Purchase Price and take title to the Property upon tender of conveyance by the Agency pursuant to the Agreement, and if any default or failure referred to in subdivisions (b) and (c) of this Section 703 shall not be cured within thirty (30) days after the date of written demand by the Agency,

then the Agreement, and any rights of the Redeveloper, or any assignee or transferee, in the Agreement, or arising therefrom with respect to the Agency or the Property, shall, at the option of the Agency, be terminated by the Agency, in which event, as provided in Paragraph (d), Section 3 of Part I hereof, the Deposit shall be retained by the Agency as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever, and neither the Redeveloper (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under the Agreement.

SEC. 704. Revesting Title in Agency Upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the Property or any part thereof to the Redeveloper and prior to completion of the Improvements as certified by the Agency

- (a) the Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the Improvements) after written demand by the Agency so to do; or
- (b) the Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Agency made for such payment, removal, or discharge, within ninety (90) days after written demand by the Agency so to do; or
- (c) there is, in violation of the Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Redeveloper,

then the Agency shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Agency) the estate conveyed by the Deed to the Redeveloper, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in subdivisions (a), (b), and (c) of this Section 704, failure on the part of

the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Redeveloper, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the Property, shall revert to the Agency: Provided, That such condition subsequent and any reversioning of title as a result thereof in the Agency

- (1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Agreement, and (ii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages; and
- (2) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefor as provided in Section 307 hereof.

In addition to, and without in any way limiting the Agency's right to reentry as provided for in the preceding sentence, the Agency shall have the right to retain the Deposit, as provided in Paragraph (d), Section 3 of Part I hereof, without any deduction, offset or recoupment whatsoever, in the event of a default, violation or failure of the Redeveloper as specified in the preceding sentence.

SEC. 705. Resale of Reacquired Property; Disposition of Proceeds.

Upon the reversioning in the Agency of title to the Property or any part thereof as provided in Section 704, the Agency shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 704 set forth and provided) as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified for such Property or part thereof in the Urban Renewal Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

- (a) First, to reimburse the Agency, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Agency, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Agency from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the

period of ownership thereof by the Agency, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Agency by the Redeveloper and its successor or transferee; and

- (b) Second, to reimburse the Redeveloper, its successor or transferee, up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the Agency as its property.

SEC. 706. Other Rights and Remedies of Agency; No Waiver by Delay.
The Agency shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article VII, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title, and interest of the Redeveloper, and (except for such individual parts or parcels upon which construction of that part of the Improvements required to be constructed thereon has been completed, in accordance with the Agreement, and for which a certificate of completion as provided in Section 307 hereof is to be delivered, and subject to such mortgage liens and leasehold interests as provided in Section 704 hereof) its successors in interest and assigns, in the Property, and the revesting of title thereto in the Agency: Provided, That any delay by the Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article VII shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Agency should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the Agency with respect to any specific default by the Redeveloper under this Section be considered or treated as a waiver of the rights of the Agency

with respect to any other defaults by the Redeveloper under this Section or with respect to the particular default except to the extent specifically waived in writing.

SEC. 707. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of the Agreement, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay as determined by the Agency: Provided, That the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

SEC. 708. Rights and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SEC. 709. Party in Position of Surety With Respect to Obligations. The Redeveloper, for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under the Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

ARTICLE VIII. MISCELLANEOUS

SEC. 801. Conflict of Interests; Agency Representatives Not Individually Liable. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of the Agreement.

SEC. 802. Equal Employment Opportunity. The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Improvements provided for in the Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the Department of Housing and Urban Development, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:", and the term "Redeveloper" shall be changed to "Contractor".

SEC. 803. Provisions Not Merged With Deed. None of the provisions of the Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Agency to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of the Agreement.

SEC. 804. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.



EXHIBIT G

Public Improvements

Public Improvements are intended to relate to and support the Development, and for the purposes of this Agreement shall be those described herein. Public Improvements provided or arranged for by the Authority shall take place only within public rights-of-way abutting the Development Area, reservation strips, Boundary Portions of Land, and/or areas retained by the Authority for the development of public open space in accordance with the provisions of this Agreement. All utility connections, and all private utility services, including those for gas, electric, steam, telephone and refuse disposal service, if any, shall be provided or arranged for by the Developer.

(1) Standards for Public Improvements

Public Improvements provided or arranged for by the Authority shall be constructed or installed or otherwise made or caused to be made in accordance with established municipal practice and procedure, and with the standards set forth in Attachments 1 and 2 to this Exhibit.

(2) Scope of Public Improvements

(a) First Individual Parcel Improvements

1. Underground Utility Services

Sanitary sewers, storm drains, and water services shall be provided to a location or locations on the border of the Development Area of Tract 1 of the First Individual

Parcel as shown on the Schematic Design Plan approved by the Authority. Such utilities will have a minimum capacity as reasonably determined by the Developer and approved by the Authority to service the Improvements to be constructed on Tract 1 of the First Individual Parcel.

2. Permanent Surface Improvements

Permanent surface improvements shall be made as described below and at the following locations:

- a. Curbs, sidewalks "(Type A)", street and area lighting, trees and other landscaping, benches, and waste receptacles on the northerly side of Main Street, from the easterly side of the Proposed Mid-Block Connector to the easterly property line of Tract 1 of the First Individual Parcel.
- b. Curbs, sidewalks "(Type A)", street and area lighting, trees and other landscaping, benches, and waste receptacles on the easterly side of the Proposed Mid-Block Connector from Main Street to the northerly property line of Tract 1 of the First Individual Parcel.

c. Permanent sub-grade, permanent median strip and interim pavement surface for the Proposed Mid-Block Connector, between Main Street and Broadway. Finished pavement shall be provided after completion of all development on abutting parcels.

(b) Subsequent Public Improvements

1. Underground Utility Services

Sanitary sewers, storm drains, and water services shall be provided to a location or locations on the border of the Development Area of each subsequent Individual Parcel reasonably selected by the Developer and approved by the Authority. Such utilities shall have the capacity as reasonably determined by the Developer and approved by the Authority to serve the number of square feet of gross floor area by use and location as shown on the Concept Design Plan approved by the Authority.

2. Permanent Surface Improvements

Permanent surface improvements shall be made as described below and at the following locations:

a. Final surface improvements to Proposed Mid-Block Connector, and curbs, sidewalks,

median strips, street and area lighting, traffic signals and signs, trees and other landscaping, benches, and waste receptacles, from Main Street to Broadway. The sidewalk on the easterly side of the Proposed Mid-Block Connector, from the northerly property line of Tract 1 of the First Individual Parcel to Broadway, shall be "(Type A)". The sidewalk on the westerly side from Main Street to Broadway shall be "(Type A)".

- b. Street pavement and base materials, median strips, curbs, sidewalks, street and area lighting, traffic signals and signs, trees and other landscaping, benches, and waste receptacles on Broadway and Main Street, from the westerly end of the Project Area to the easterly end of the Project Area. All sidewalks on the northerly side of Main Street abutting the Development Area shall be "(Type A)". All other sidewalks on Broadway and Main Street shall be "(Type B)".
- c. Street pavement and base materials, curbs, sidewalks "(Type B)", street and area lighting, traffic signals and

signs, trees and other landscaping, benches, and waste receptacles on Western Connector at the western edge of the Development Area, from Broadway to Main Street.

- d. Pavement and base materials, area lighting, trees and other landscaping, benches, and waste receptacles, for the proposed open plaza for public use, approximately 25,000 square feet in area, on land presently located on certain portions of the existing Carleton Street right-of-way and the MBTA property in the vicinity of the proposed new northern entrance to Kendall Station, subject to the Authority acquiring such land, or the right to build thereon, and subject to the Developer entering into a supplemental land disposition contract for the acquisition of other land abutting the proposed open plaza and undertaking to construct thereon a building containing not less than 125,000 square feet of gross floor area. The maximum cost to the Authority for

such open plaza shall not exceed \$700,000. The Developer shall agree to provide reasonable maintenance for the open plaza area.

- e. Pavement and base materials [Sidewalk "(Type A)"], area lighting, trees and other landscaping, benches, and waste receptacles, for the proposed open space for public use, on land between the easterly boundary line of the Development Area and the apex of the triangle at the intersection of Broadway and Main Street, subject to the Authority acquiring such land and the MBTA property, or the right to build thereon, and subject to the construction of Improvements by the Developer abutting such proposed open space; provided, however, that in addition, the Authority will use its best efforts to provide or cause to be provided street pavement and base materials, curbs, sidewalks "(Type B)", street and area lighting, traffic signals and signs, trees and other landscaping,

benches, and waste receptacles for the proposed MBTA bus turnaround and layover facilities, if any, on a portion of such open space. The maximum cost to the Authority for such open space and MBTA facilities shall not exceed \$200,000.

(3) Making of Temporary Improvements

In order to lessen the possibility of damage to permanent Public Improvements by later construction stage operations by the Developer and others, the Authority may defer the making of certain permanent Public Improvements such as curbs, sidewalks, street and area lighting, trees and other landscaping, benches, waste receptacles, and finished pavement for streets, for the proposed open plaza and for the proposed open space, and in such case shall substitute temporary improvements until such later construction stage operations are completed by the Developer and others, including MBTA and other participating public agencies, on all abutting parcels; provided, however, that in any event, in support of the Development on Tract 1 of the First Individual Parcel, the following temporary improvements shall be made by the Authority:

- (a) Temporary bituminous concrete sidewalk on the southerly side of Broadway, from the easterly side

of the Proposed Mid-Block Connector to the westerly side of existing Carleton Street.

- (b) Temporary bituminous concrete sidewalk on the westerly side of the Proposed Mid-Block Connector, from Main Street to Broadway, and on the easterly side from the northerly property line of Tract 1 of the First Individual Parcel to Broadway.
- (c) Subject to MBTA approval as required, temporary bituminous concrete sidewalk or walkway, on or as near as practical to the northerly side of Main Street and the MBTA construction work area for transit station modernization, from the easterly property line of Tract 1 of the First Individual Parcel to the north entrance of the MBTA subway station, to provide access to the MBTA station during reconstruction of that station.
- (d) Temporary loam and seed (to be maintained by the Developer after the first season) of the entire area bounded by Main Street, the Proposed Mid-Block Connector, Broadway, and existing Carleton Street, excluding land to be purchased by the Developer as Tract 1 of the First Individual Parcel. The maximum cost to the Authority for such work shall not exceed \$82,500.
- (e) Temporary landscaping designed for visual screening of temporary parking and other temporary uses,

if any, including loam and seed but not including trees, to be maintained by the Developer, along the sidewalk edge of the Proposed Mid-Block Connector from Main Street to Broadway, and along the sidewalk edge of the northerly side of Main Street from the Proposed Mid-Block Connector to the Western Connector. The maximum cost to the Authority for such work shall not exceed \$27,500.

- (f) Subject to the Authority acquiring such land, or the right to make improvements thereon, and/or with MBTA approval as required, temporary bituminous concrete sidewalk or walkway, area lighting, trees or other landscaping, loam and seed, to be maintained by the Developer, for the proposed open plaza. The maximum cost to the Authority for such work shall not exceed \$41,250.
- (g) Subject to the Authority acquiring such land, or the right to make improvements thereon, and/or with MBTA and City approval as required, temporary bituminous concrete sidewalk or walkway, area lighting, trees or other landscaping, loam and seed, for the proposed open space. The maximum cost to the Authority for such work shall not exceed \$13,750.

(4) Timing of Public Improvements

Subject to the provisions regarding winter construction in Paragraph B(1)(a) and the provisions of Paragraph B(14) of the Agreement, and subject to the Authority acquiring the land on which such Public Improvements are to be made or the right to make such improvements thereon, and with the approval of the MBTA, the City and other agencies as required, the timing of Public Improvements shall be as described below:

(a) Underground Utility Services

Sanitary sewers, storm drains, and water services shall be provided for the Development on each Individual Parcel not later than 120 days after the date of commencement of construction by the Developer of its Improvements on such Parcel.

(b) Vehicular and Pedestrian Access Patterns

Implementation of the proposed general circulation plan and vehicular and pedestrian access patterns into the Development Area as shown on the Concept Design Plan as approved by the Authority, subject to approval by the City and by the MBTA (Exhibit B), and specifically including the installation of permanent sub-grade, permanent median strip, and interim pavement surface for the Proposed Mid-Block Connector, Proposed Western Connector, and

Broadway, shall be commenced as soon as possible, and the Authority shall use its best efforts to complete the same by 1982.

(c) First Individual Parcel Improvements

The Authority shall use its best efforts to complete all permanent Public Improvements to be made in connection with or in support of the Development on Tract 1 of the First Individual Parcel not later than twelve months after the commencement of construction by the Developer of its approved Improvements on Tract 1 of the First Individual Parcel; and in any event, subject to the provisions of Paragraph (3) above, all such Public Improvements shall be completed after such twelve month period by the earlier of (1) the date of completion by the Developer of its Improvements (not including tenant finish work) on such Parcel, and (2) the date of issuance of a Certificate of Occupancy for the first tenant on such Parcel, provided that the Authority shall have been given at least 90 days' prior written notice of such date.

(d) Subsequent Public Improvements

All permanent street and utility improvements in the public rights-of-way, reservation strips, Boundary Portions of Land, and/or areas retained

by the Authority for the development of public open space surrounding and in support of development on the Development Area, including all necessary curbs, sidewalks, finished pavement for streets, for the proposed open plaza and for the proposed open space, street and area lighting, traffic signals and signs, trees and other landscaping, benches, waste receptacles and municipal utility services, shall be provided or arranged for by the Authority and completed as soon as possible consistent with construction by the Developer or participating public or private agencies responsible for such work or related construction activities; provided, however, that the Authority shall use its best efforts to complete such Public Improvements for the Development on each Individual Parcel not later than twelve months after the commencement of construction by the Developer of its Improvements on such Parcel; and that in any case, subject to the provisions of Paragraph (3) above, such Public Improvements shall be completed after such twelve month period by the earlier of (1) the date of completion by the Developer of its Improvements (not including tenant finish work) on such Parcel and (2) the date of issuance of a Certificate of Occupancy for the first tenant

on such Parcel, provided that the Authority shall have been given at least 90 days' prior written notice of such date; and provided further that utility services provided by the Authority for the Improvements on each Individual Parcel shall be completed not later than 120 days after the date of commencement of construction by the Developer of its Improvements on such Parcel.

(e) Proposed Open Plaza

Subject to the provisions of Paragraph (3)(f) above, approximately one-third of the proposed permanent improvements to the open plaza, and the balance of said open plaza with temporary improvements, shall be completed not later than the completion by the Developer of a building containing not less than 125,000 square feet of gross floor area on an Individual Parcel abutting the proposed open plaza. Said portion of the open plaza shall connect a principal entrance to such building and Main Street. Approximately two-thirds of the proposed open plaza shall be completed not later than the completion by the Developer of its Improvements on Parcels within the Development Area abutting such proposed open plaza on two sides. The proposed open plaza in its entirety

shall be completed not later than the completion by the Developer of its Improvements on all parcels within the Development Area abutting such proposed open plaza.

(f) Proposed Open Space

Subject to the provisions of Paragraph (3)(g) above, the easterly one-half of the proposed open space shall be completed when the proposed general circulation plan and vehicular access patterns into the Development Area, as described in Paragraph (4)(b) above, have been implemented and completed, and not later than the completion by the Developer of a building containing not less than 125,000 square feet of gross floor area on an Individual Parcel abutting the proposed open plaza area. The proposed open space in its entirety shall be completed not later than the completion by the Developer of its Improvements on all parcels within the Development Area abutting the proposed open space, and the completion of all streets abutting such proposed open space.

(5) Developer Maintenance of Public Improvements

Temporary landscaping improvements which are to be maintained by the Developer may, in some instances, be retained, relocated or reused as permanent Public Improvements. For that reason, it is expected that

the maintenance to be provided by the Developer will be sufficient to provide for possible retention, relocation or reuse.

(6) Damage to Public Improvements

Should any of the Public Improvements, or parts thereof, provided or arranged for by the Authority as outlined in this Agreement, be damaged by the Developer, or its employees, or its contractors, or others, as a result of concurrent or subsequent stages of the Development by the Developer, the Developer shall be responsible for the reconstruction, replacement, repair or restoration of such Improvements, in a timely manner and according to the original specifications, at its own cost.

(7) Developer Request for Advance Installation of Certain Permanent Public Improvements

The Developer may request and obtain the advance installation by the Authority of (i) the proposed open space after the Developer shall have commenced the construction of the first building containing not less than 125,000 square feet of gross floor area and (ii) the proposed open plaza after the Developer shall have commenced the construction of the second building containing not less than 125,000 square feet of gross floor area, regardless of the specified timing of the installation of such Public Improvements, subject to the Authority acquiring the land for such Public

Improvements or the right to build thereon, and subject to a commitment or personal guarantee from Mortimer B. Zuckerman and Edward H. Linde of the Developer's obligation to reconstruct, replace, repair or restore, in a timely manner, and according to the original specifications, at its own cost, such Improvements if damaged or removed by the Developer, its employees, contractors, or others as a result of concurrent or subsequent stages of the Development by the Developer.

Attachment 1

Outline of Public Improvement Standards

Public Improvement	Standard
<u>I. PUBLIC WAYS</u>	
Street pavement and base materials	7" bituminous concrete over 12" gravel subbase (See Attachment 2).
Curb and base materials	Type VA-4 granite curb on 6" crushed stone base (See Attachment 2).
Sidewalk pavement and base materials (Type A)	Granite block and/or brick over mesh-reinforced concrete base over gravel subbase, or Authority-approved equivalent.
Sidewalk pavement and median pavement and base materials (Type B)	4" cement concrete over 8" gravel base, approximately 15' wide (See Attachment 2).
<u>II. UTILITIES</u>	
Street lighting	IES Standards with 2 F.C. average maintained illumination. Street lighting to be provided in accordance with agreement between City of Cambridge and Cambridge Electric Light Co.
Area lighting	IES Standards with 1 F.C. average maintained illumination. Area lighting to be provided in appropriate areas through a combination of the following fixtures:
Pole lighting	Approximately 15' high fixture of integral color anodized aluminum material, and low-glare luminaire, with high pressure sodium-vapor or mercury-vapor light source with superior color rendition, or Authority-approved equivalent.

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Public Improvement	Standard
Bollard lighting	Approximately 42" high fixture of integral color anodized aluminum material, and low-glare luminaire, with high pressure sodium-vapor or mercury-vapor light source with superior color rendition, or Authority-approved equivalent.
Landscape lighting	Cast aluminum totally-sealed unit with quartz light source, for direct burial, or Authority-approved equivalent.
Traffic signals and signs	As appropriate, and as determined and approved by the Authority, and by other approving agencies.
Sanitary sewers	Vitrified clay and/or reinforced concrete pipe.
Storm drains	Concrete and/or reinforced concrete pipe
Water service	Ductile iron and/or cast iron pipe and fittings.
III. <u>STREET FURNITURE</u>	
Benches	Wood benches with contoured seat and back, approximately 8' long, assembled on metal straps attached to metal or cement concrete pedestals, approximately one unit each 200 L.F. of sidewalk, or Authority-approved equivalent.
Waste receptacles	Precast concrete with special or sealed cement concrete finish, and removable cover and container, approximately 25-gallon capacity, approximately one unit each 200 L.F. of sidewalk, or Authority-approved equivalent.

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Public Improvement	Standard
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IV. LANDSCAPING

Trees	Common species, suitable for urban street planting, including tree guards, single row; on the northerly side of Main Street, abutting the Development Area, and on the westerly and easterly sides of Proposed Mid-Block Connector 4-1/2" to 5" caliper, including tree grates, approximately 25' O.C.; elsewhere, abutting the Development Area, 2-1/2" to 3" caliper, approximately 35' O.C.; or Authority-approved equivalent.
Other	As appropriate, and as determined and approved by the Authority.

V. TEMPORARY IMPROVEMENTS

Sidewalks	2-1/2" bituminous concrete over 9-1/2" gravel base, and including bituminous concrete berm.
Loam and seed	Screened loam and seed mixture, as appropriate, and as determined and approved by the Authority.

VI. OPEN PLAZA

Paving materials	Granite block and/or brick over mesh-reinforced concrete base over gravel subbase or Authority-approved equivalent.
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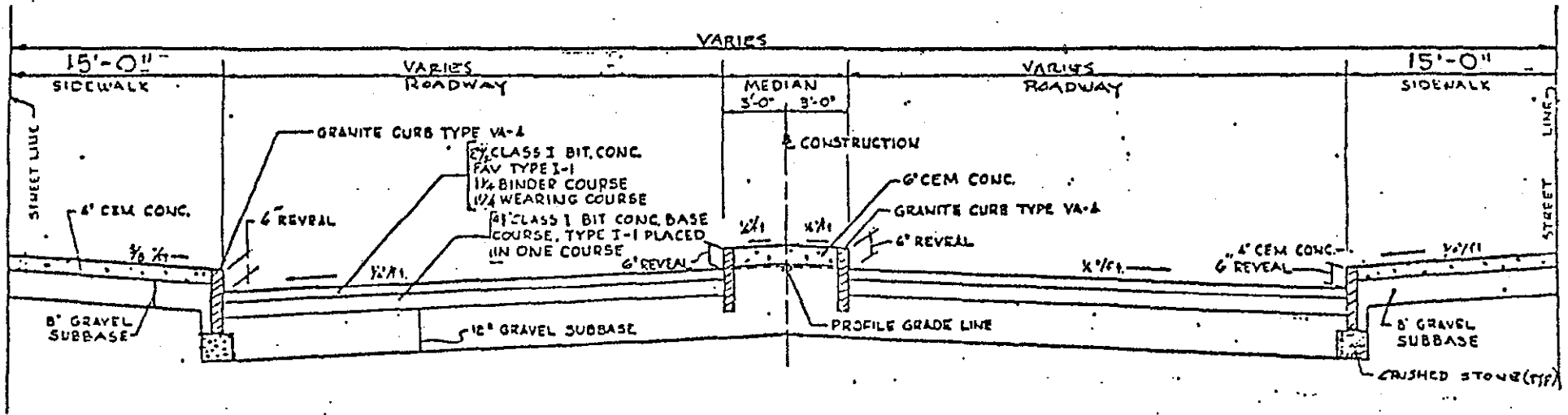
(continued on next page...)

Public Improvement	Standard
Benches	Wood benches with contoured seat and back, approximately 8' long, assembled on metal straps attached to metal or cement concrete pedestals, approximately one unit each 1,000 S.F. of open plaza area, or Authority-approved equivalent.
Waste receptacles	Precast concrete with special or sealed cement concrete finish, and removable cover and container, approximately 25-gallon capacity, approximately one unit each 2,500 S.F. of open plaza area, or Authority-approved equivalent.

Attachment 2

Typical Cross-Section for Public Right-of Way (Not to Scale)

[Permanent sidewalk and median materials to be as specified in Attachment 1.]



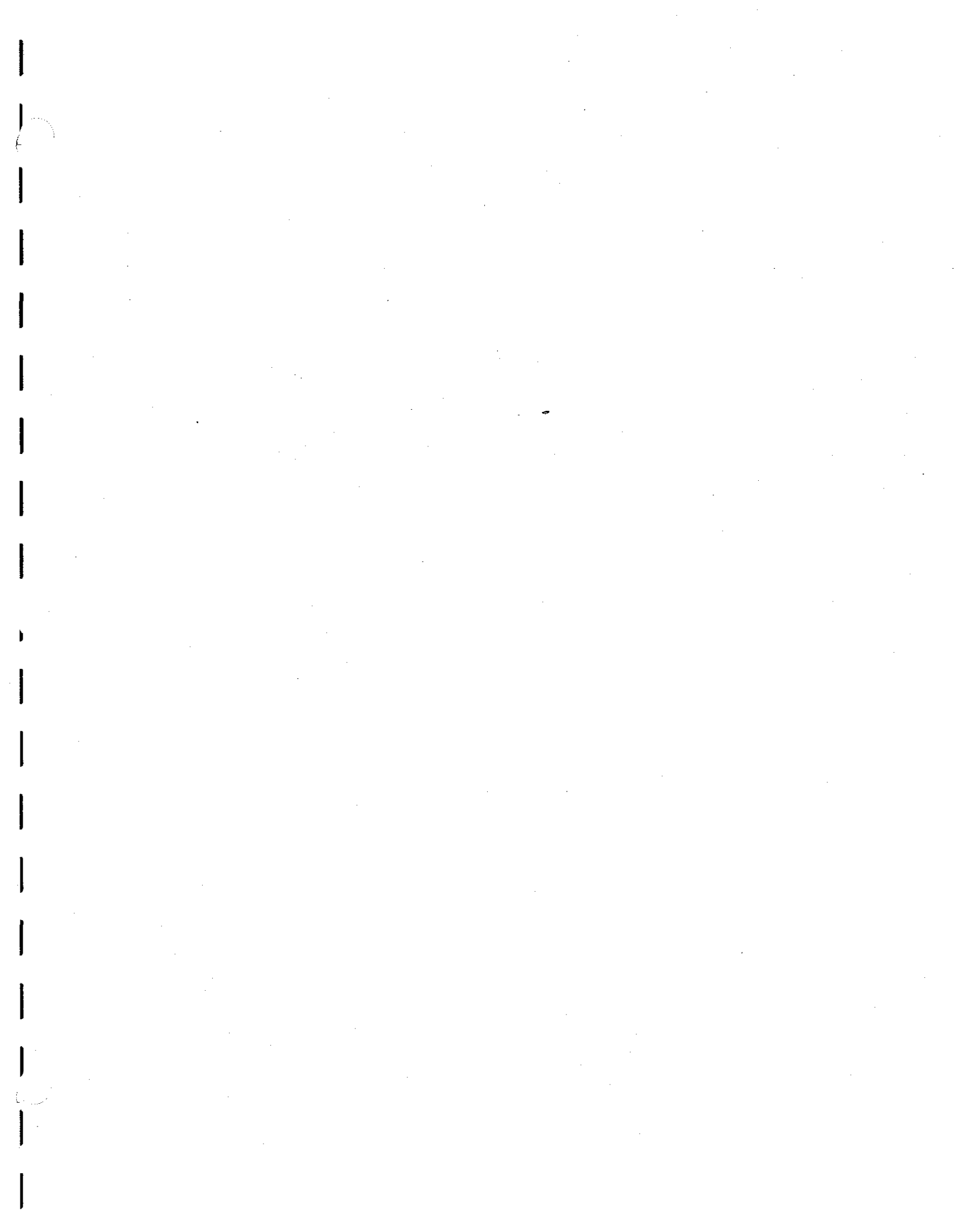


EXHIBIT H

FORM OF

LEASE AGREEMENT FOR TEMPORARY PARKING

AGREEMENT made this day of , 19 , by and between CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, hereinafter called the "Authority", having its office at 336 Main Street, Cambridge, Massachusetts, and , a Massachusetts partnership, of which Mortimer B. Zuckerman and Edward H. Linde are the general partners, hereinafter called the "Lessee", having its office at 133 Federal Street, Boston, Massachusetts.

WHEREAS, the Authority is the owner of certain land in the Kendall Square Urban Renewal Project Area of the City of Cambridge, Massachusetts, which is not immediately required by the Authority for redevelopment and which the Lessee desires, in connection with the Lessee's development of other land within Parcels 3 and 4 of the Project Area, to use on a temporary basis for on-grade parking of motor vehicles, pending the completion of certain structured parking, and provided that the Lessee is not in default under its obligation to build structured parking;

WHEREAS, such use by the Lessee will further the objectives of the Kendall Square Urban Renewal Project and will neither delay nor adversely affect completion of said Project; and

WHEREAS, the Authority is willing to make the land available on a temporary basis for such purposes as provided in this Lease Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein, the Authority and the Lessee covenant and agree as follows:

1. The Authority leases to the Lessee the parcel(s) of land, containing approximately square feet, as shown on the Map attached hereto and made a part hereof, for the off-street parking of motor vehicles for tenants and users of the improvements constructed by the Lessee.

2. The term of this Lease Agreement shall commence and may be terminated on such date as the Lessee shall specify in a written notice given as provided in paragraph 11 hereof. The Lessor may terminate this Lease Agreement with

respect to the temporary parking by tenants and users of Improvements if the Lessee is at the time in default of its obligation to construct structured parking related to such Improvements.

3. At any time the Lessee may decrease the area of the parcel(s) leased hereunder or increase such area (but the total area leased hereunder and under similar leases for temporary parking for tenants and users of improvements on Parcels 3 and 4 shall at no time exceed 200,000 square feet), by giving written notice to the Authority as provided in paragraph 11 hereof, specifying such decrease or increase and the effective date thereof.

4. The Lessee shall pay to the Authority a monthly rental for such parcel(s), in advance, on the first day of each calendar month during the term of this Lease Agreement, an amount equal to one-twelfth of the product of (i) the number of square feet of the land area of such parcel(s) leased as at the first day of such month and (ii) 10% of the price per square foot in effect, as follows, as at such day:

<u>Price per Square Foot</u>	<u>Time Period</u>
\$ 6.00	Within the first year after [date of First Parcel Approval]
6.42	Within the second year
6.84	Within the third year
7.32	Within the fourth year
7.80	Within the fifth year
8.28	Within the sixth year
8.76	Within the seventh year
9.24	Within the eighth year
9.72	Within the ninth year
10.20	Within the tenth year
10.68	Within the eleventh year
11.28	Within the twelfth year

*
*and an additional \$0.60 within each successive one year period thereafter

and proportionately at the same rate for partial monthly periods at the commencement and termination thereof, and subject to retroactive adjustment at the end of any calendar month on account of any decreases or increases in the area leased during such month.

5. The Authority makes no representation whatsoever as to the condition, present or future, of any part of such parcel(s) or as to the fitness thereof for the use and

purposes contemplated hereby and shall not be liable to the Lessee or any other person or firm for any injury, loss or damage sustained on or about the area. The Lessee shall take such action, or cause such action to be taken, as may be reasonably necessary or advisable to keep such parcel(s) safe and to control dust and dirt in a manner reasonably approved by the Authority. The Lessee shall, at its cost and expense (1) provide adequate facilities for ingress and egress, including, but not limited to, curb cuts for the same at locations approved by the Authority, (2) furnish and install barriers, as approved by the Authority, to prevent vehicles from encroaching upon the sidewalk and adjacent property and from entering or leaving the parking lots at places other than those approved by the Authority, and (3) keep free from snow and ice all sidewalks and pedestrian ways between such parcel(s) and the street from the points of ingress to and egress from the parcel(s) and the improvements constructed by the Lessee. This work shall be done, performed and carried out in a proper and workmanlike manner.

6. The use of the land shall be subject to all existing utility easements and all applicable provisions of law, and the Lessee shall comply with such provisions, including without limitation, any provision for the obtaining of a license or permit from any public authority, other than the Authority.

7. Any and all responsibility for any injury, including death, of any person or damage to property, occurring or alleged to have occurred on or about the land from and after the date of this Agreement, shall be at the sole expense and cost of the Lessee. The Lessee shall at its own cost and expense procure, prior to taking possession of the land, and keep in effect during the period this Lease Agreement is in effect, insurance which shall also name the City of Cambridge and the Authority as parties insured, including public liability insurance with limits of not less than \$100,000/\$300,000 against claims for injury to or death of one, or more than one, person, and not less than \$50,000 against claims for property damage, due to alleged accidents occurring or resulting from operations under this Lease Agreement or on or about the land or the sidewalks abutting the same. The Lessee shall promptly furnish a certificate or certificates of such insurance coverage to the Authority.

8. Any expense or expenses incurred by the Lessee in connection with the use of the land and the operation of the parking lots shall be exclusively the obligation of the Lessee, and there shall be no liability on the part of the Authority in connection therewith.

9. The Lessee shall not construct or erect any permanent building or structure on such parcel(s) and shall, upon the termination of this Lease Agreement, promptly and peaceably surrender the premises in as good order and condition as at the commencement of this Lease Agreement.

10. The Lessee shall not, without prior written consent of the Authority, sub-let all or any portion of such parcel(s), or assign its interest hereunder in whole or in part, except that the Lessee shall be permitted to sub-let or assign portions of the land for the sole purpose of providing temporary parking spaces to tenants or users of buildings constructed by the Lessee on the Project Area, in which case the Lessee shall nevertheless remain primarily liable under this Agreement.

11. Any notice of commencement or termination of the term of this Lease Agreement, or of any decrease or increase of the area of the parcel(s) leased hereunder, shall be given by the Lessee by personal service or by registered or certified mail to the Authority, 336 Main Street, Cambridge, Massachusetts 02142, attention Chairman, not less than ten (10) calendar days prior to the effective date of the commencement, termination, decrease or increase specified therein.

12. Except as hereinafter provided, no partner of the Lessee shall, other than to the extent of such partner's interest in the assets of the partnership, be personally liable to the Authority, or any successor in interest or person claiming through or under the Authority, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease Agreement, with the sole exception being obligations of the Lessee for rentals hereunder; it being further provided that nothing herein shall affect any non-monetary remedies of the Authority under this Lease Agreement.

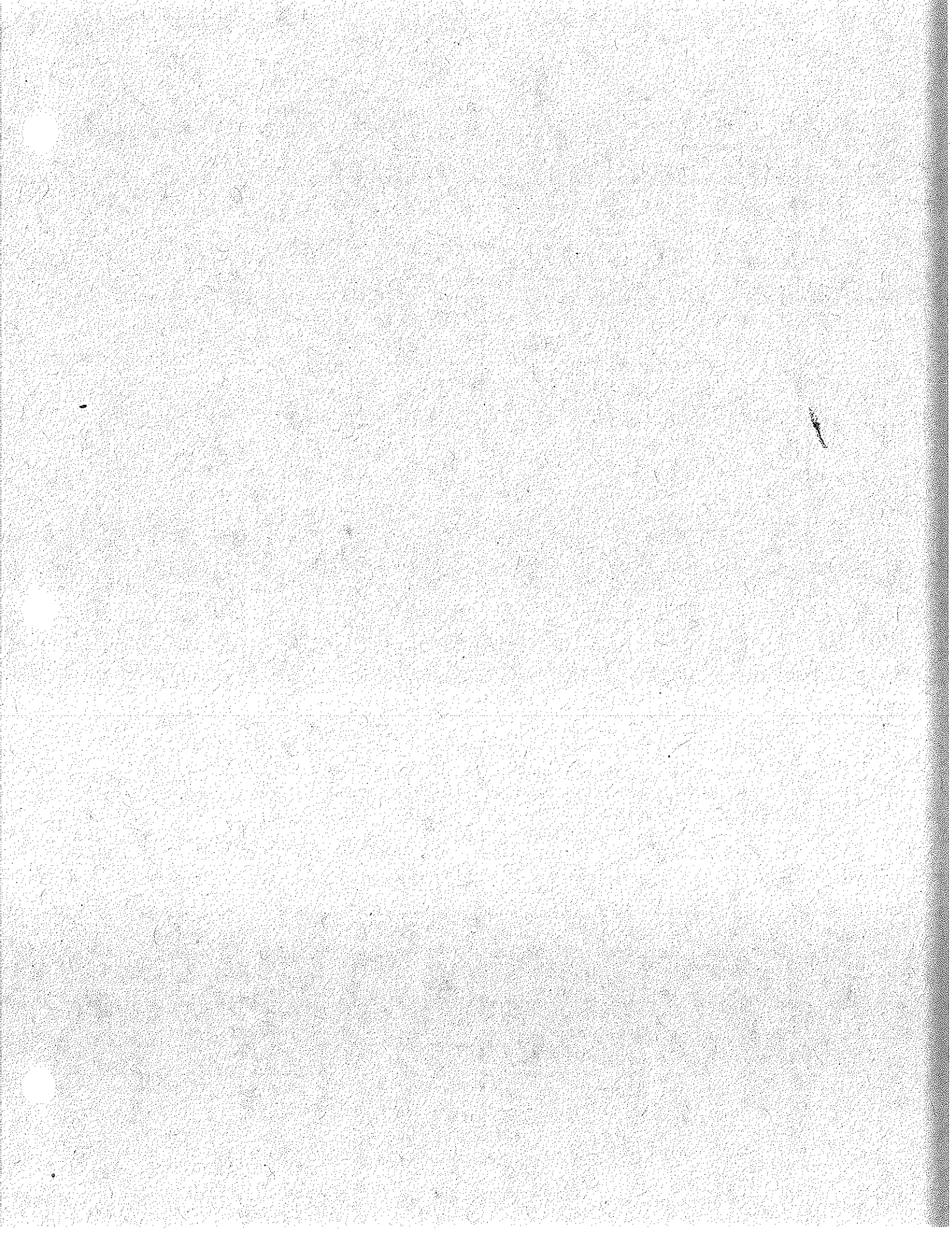
IN WITNESS WHEREOF, the Authority and the Lessee have hereunto set their respective hands and seals as of the day and year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By _____

Lessee

By _____



AMENDMENT NO. 1, dated May 29, 1980, to Development Agreement, dated June 11, 1979, between Cambridge Redevelopment Authority and Cambridge Center Associates.

The parties do hereby mutually agree as follows:

1. Tract 1 and Tract 2 of the First Individual Parcel shall be the parcels of land, consisting of approximately 43,849 and 39,152 square feet, respectively, bounded and described as set forth in Exhibit A attached hereto.

2. Clause (ii) of the first sentence of Section 2(b) of the form of Supplemental Land Disposition Contract set forth in Exhibit F to the Development Agreement shall be amended to read as follows:

"(ii) for Tract 2, at 10 o'clock A.M. on the third anniversary of the earlier of the date of delivery of the deed for Tract 1, or the date of application for the building permit for the Improvements with respect to Tract 1, or on such earlier date as the Redeveloper may specify by at least twenty (20) days prior written notice given to the Authority."

The first paragraph of Page 2 of the form of Deed set forth in said Exhibit F shall be amended correspondingly.

3. Clause (ii) of the Section 4(a) of the form of Supplemental Land Disposition Contract set forth in Exhibit F to the Development Agreement shall be amended to read as follows:

"(ii) the Improvements with respect to Tract 2 shall be commenced within thirty-six (36) months after the date of application for the building permit for the Improvements with respect to Tract 1, and shall be completed within sixty (60) months after such date of commencement of construction."

4. Subdivision (h) of Section 9(1) of the form of Supplemental Land Disposition Contract set forth in Exhibit F to the Development Agreement shall be amended to read as follows:

"(h) Construct or cause to be constructed, in compliance with the requirements of the Urban Renewal Plan, structured parking for the Improvements to be constructed on Tract 1, it being agreed by the Redeveloper that (i) such structured parking shall consist of () spaces unless such number shall be modified as hereinafer provided, (ii) such structured parking shall be located on Tract 2 unless otherwise agreed in writing by the Authority, and (iii) the construction of such structured parking shall commence within three years of the date of permit application for the Improvements to be constructed on Tract 1, may be constructed in successive stages, but shall be completed not later than five years after the commencement of its construction; provided, however, that the Redeveloper may at its election from time to time prior to the expiration of said five years, by notice in writing to the Authority, reduce the number of parking spaces to be constructed in such structured parking but to not less than the minimum number of spaces required by the applicable requirements of the Urban Renewal Plan or increase the number of parking spaces to be constructed in such structured parking but to not more than the number specified in clause (i) hereof."

Paragraph (8) of the form of Deed set forth in said Exhibit F shall be revised correspondingly.

5. Clause (ii) of Section B(1)(b) of the Development Agreement shall be amended by changing "3 months" to "5 months".

6. The first sentence of Section B(6) of the Development Agreement shall be amended by adding at the end thereof the following words:

"but in any event not more than approximately the following number of square feet of land area at any one time, namely, the product of 300 square feet and the total number of parking spaces which the owners of Individual Parcels have at the time agreed with the Authority to construct in structured parking facilities less the number of such structured parking facility spaces then completed."

7. Exhibit B attached to the Development Agreement shall be amended by substituting in lieu thereof Exhibit B attached hereto.

8. The date of First Parcel Approval shall be January 24, 1980, notwithstanding any other provision or requirement to the contrary, including the absence of any submission or approval of plans with respect to Tract 2, but nothing herein or in the Supplemental Land Disposition Contract for the First Individual Parcel shall modify or eliminate the requirement for the submission to and approval by the Authority of plans with respect to Tract 2 prior to the conveyance thereof.

WITNESS the execution hereof under seal the day and year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By Charles C. Nowiszewski
Charles C. Nowiszewski, Chairman

CAMBRIDGE CENTER ASSOCIATES

By Mortimer B. Zuckerman
Mortimer B. Zuckerman,
General Partner

By Edward H. Lunde
Edward H. Lunde, General Partner

EXHIBIT A

The Property consists of Tract 1 and Tract 2, bounded and described as follows:

Tract 1

A certain parcel of land situated in Cambridge, Middlesex County, Massachusetts, shown as Tract No. 1 on a plan entitled "Plan of Land in Cambridge, Mass.", dated July 27, 1979, revised May 15, 1980, prepared by Allen & Demurjian, Inc., Engineers and Land Surveyors, Boston, Mass., bounded and described as follows:

Beginning at a point on the Southeasterly sideline of Sixth Street South $29^{\circ}-29'-42''$ W Two Hundred Six and $8/100$ (206.08) feet from the intersection of the Southeasterly sideline of Sixth Street and the Southwesterly sideline of Broadway, as shown on said plan, thence running

South $84^{\circ}-29'-07''$ East

by land now or formerly of Cambridge Redevelopment Authority, a distance of Twenty-five and $65/100$ (25.65) feet to a point; thence turning and running

South $05^{\circ}-30'-53''$ West

by land now or formerly of Cambridge Redevelopment Authority, a distance of Twenty-nine and $00/100$ (29.00) feet to a point; thence turning and running

South $84^{\circ}-29'-07''$ East

by land now or formerly of Cambridge Redevelopment Authority, a distance of Fifty-seven and $67/100$ (57.67) feet to a point; thence turning and running

South $05^{\circ}-30'-53''$ West

by land now or formerly of Cambridge Redevelopment Authority, a distance of Forty-four and $25/100$ (44.25) feet to a point; thence turning and running

South $84^{\circ}-29'-07''$ East

by land now or formerly of Cambridge Redevelopment Authority, a distance of Six and $00/100$ (6.00) feet to a point; thence turning and running

South 05°-30'-53" West

by land now or formerly of Cambridge Redevelopment Authority, a distance of Nine and 9/100 (9.00) feet to a point; thence turning and running

South 84°-29'-07" East

by land now or formerly of Cambridge Redevelopment Authority, a distance of One Hundred Thirty and 33/100 (130.33) feet to a point; thence turning and running

South 05°-30'-53" West

by land now or formerly of Cambridge Redevelopment Authority, a distance of One Hundred Forty-one and 00/100 (140.00) feet to a point; thence turning and running

North 84°-29'-07" West

by land now or formerly of Cambridge Redevelopment Authority, a distance of Two Hundred Sixty-two and 00/100 (262.00) feet to an iron pin; thence turning and running

North 05°-30'-53" East

by land now or formerly of Cambridge Redevelopment Authority, a distance of Twenty-Seven and 50/100 (27.50) feet to a point; thence turning and running

North 84°-29'-07" West

by land now or formerly of Cambridge Redevelopment Authority, a distance of Four and 00/100 (4.00) feet to a point; thence turning and running

North 05°-30'-53" East

by land now or formerly of Cambridge Redevelopment Authority, a distance of Fifty-seven and 00/100 (57.00) feet to a point; thence turning and running

South 84°-29'-07" East

by land now or formerly of Cambridge Redevelopment Authority, a distance of Four and 00/100 (4.00) feet to a point; thence turning and running

AMENDMENT TO DEVELOPMENT AGREEMENT

AMENDMENT No. 2, dated December 22, 1981, to Development Agreement dated June 11, 1979, as amended by Amendment No. 1 dated May 29, 1980, between Cambridge Redevelopment Authority (the "Authority") and Cambridge Center Associates (the "Developer"):

WHEREAS, the parties to the Development Agreement have agreed to further amend the Development Agreement to document revision of the plans for the development of Parcel 4 of the Project Area, including, without limitation, the elimination of Tract 2 from the First Individual Parcel and the elimination of references to Tract 2 of the First Individual Parcel and the establishment of the boundaries of the Second Individual Parcel, hereinafter called Tract II and the Third Individual Parcel, hereinafter called Tract III;

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. Exhibit A attached to the Development Agreement is hereby deleted in its entirety and Exhibit A attached hereto is substituted in lieu thereof.

2. Schedule A to Exhibit B attached to the Development Agreement is hereby deleted in its entirety and Exhibit B attached hereto is substituted in lieu thereof.

3. Tract 2 is hereby eliminated from the First Individual Parcel.

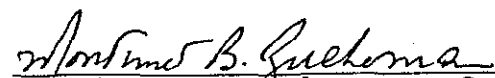
4. The parties hereby acknowledge and confirm that, notwithstanding the provisions of the Development Agreement with respect to the construction of structured parking on Tract 2 of the First Individual Parcel, the construction of structured parking to serve (a) the improvements constructed on Tract I of the First Individual Parcel pursuant to a Supplemental Land Disposition Contract dated May 29, 1980, as amended by amendment of even date, between the Authority and Cambridge Center Associates I, and (b) the improvements to be constructed on Tract II pursuant to a Supplemental Land Disposition Contract of even date between the Authority and Cambridge Center Properties II, shall be governed by the terms of a Supplemental Land Disposition Contract of even date between the Authority and the Developer, with respect to Tract III, as shown on Exhibit A attached hereto.

WITNESS the execution hereof under seal the day and year first above written.


CAMBRIDGE REDEVELOPMENT AUTHORITY


_____, Chairman

CAMBRIDGE CENTER ASSOCIATES

By 

Mortimer B. Zuckerman, General
Partner

By 

Edward H. Linde, General Partner

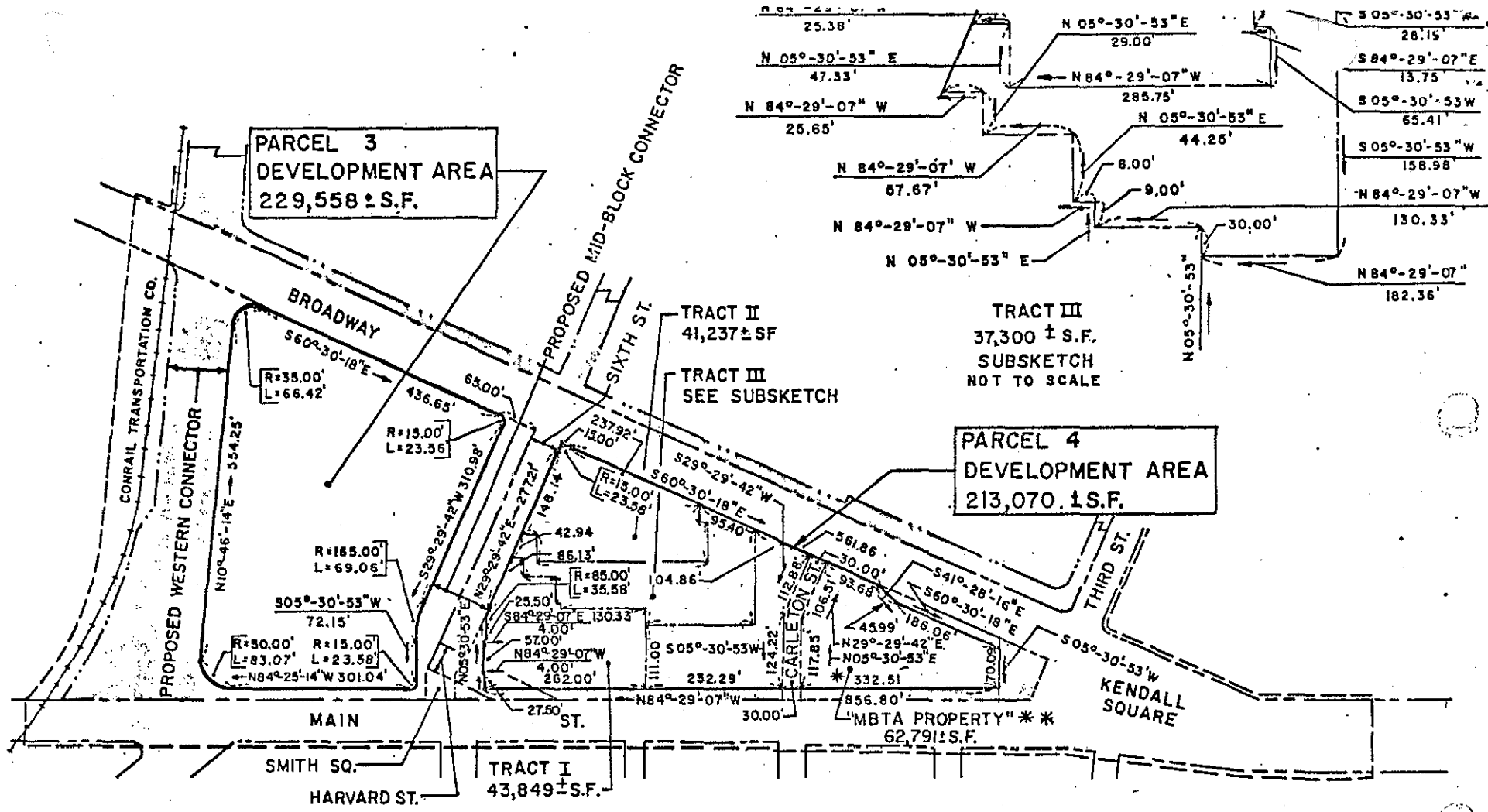


Exhibit A

Development Area Map

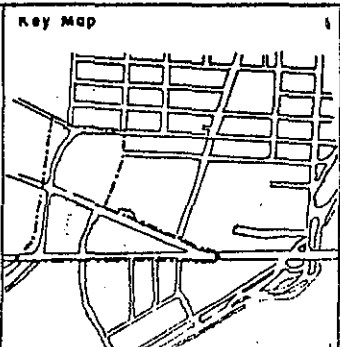
Engineers Fay, Spofford & Thorndike, Inc.

Legend	
	Project Boundary
	Development Area
	Existing Easement
	Existing Right of Way
	Reservation Line
	Boundary Portions of Land

Notes

* Approximate location of open plaza for public use 25,000 ± S.F.

** 62,791 ± S.F. "MBTA Property" Consists of:
 47,765 ± S.F. Within Development Area;
 15,026 ± S.F. Outside Of Development Area.



Graphic Scale		Sheet Number	
Sheet Title			
Development Area Map			
drawn	S. J. H.	checked	P. E. H.
date	12/11/81	scale	1" = 250'

Cambridge Center

Cambridge Redevelopment Authority

EXHIBIT B

SCHEDULE A

[To Development Agreement dated June 11, 1979]

REVISED MASTER PLAN FRAMEWORK, DATED APRIL 23, 1980

1. Written submission of reasons for proposed changes.

2. Plans consisting of:

- Drawing 1 Master Plan Framework (updated May 6, 1980)
- Drawing 2 Circulation Plan (updated May 6, 1980)

REVISED CONCEPT DESIGN PLAN MATERIALS, SUBMITTED MAY 14, 1981
AND APPROVED BY THE AUTHORITY OCTOBER 13, 1981

1. Written Submission (as revised by letter dated June 25, 1981)

2. Plans (dated February 3, 1981 and submitted May 14, 1981, as revised September 18, 1981 and submitted on September 21, 1981, and further revised and submitted on October 5, 1981) consisting of:

- Drawing CD-1 Site Plan
- Drawing CD-2 Site Plan
- Drawing CD-3 Alternate Site Plan (Deleted on September 21, 1981)
- Drawing CD-4 Grade Level Plan
- Drawing CD-5 Typical Level Plan - Parcel 4
- Drawing CD-6 Site Sections and Elevations
- Drawing CD-7 Circulation
- Drawing CD-8 Staging and Parcelization
- Drawing CD-9 Illustrative Sketches
- Drawing CD-10 Partial Parcel 4 Grade Level Plan (Deleted on September 21, 1981)

3. Parcel 3 and 4 Site Model (as revised by submission to the Authority on August 25, 1981)

AMENDMENT NO. 3, dated April 14, 1982, to Development Agreement, dated June 11, 1979, as amended by Amendment No. 1, dated May 29, 1980 and by Amendment No. 2, dated December 22, 1981, between Cambridge Redevelopment Authority and Cambridge Center Associates.

The parties do hereby mutually agree as follows:

1. The first sentence of Section B(5)(b) of the Development Agreement shall be amended by adding at the end thereof the following words:

"provided, however, that to the extent that the amount of structured parking on Parcel 2 of the Project Area under any supplemental land disposition contracts entered into pursuant to the Development Agreement for Parcel 2, dated as of 1982 between Cambridge Redevelopment Authority and Cambridge Center Associates exceeds a cumulative total of 800 spaces, then the maximum number of spaces permitted in the Parcel 3 & 4 Development Area shall be reduced from 3,500 spaces on a one-for-one basis for every parking space in excess of 800 permitted in the Parcel 2 Development Area."

2. Section B(4)(a) of the Development Agreement shall be amended by adding before the last paragraph thereof the following words:

"The Developer shall maintain or cause to be maintained at its own expense lawns, plantings and the underground irrigation system, installed or to be installed by the Authority, in or for the areas located between the property line of the Development Area and the mid-line of the abutting public streets and public rights of way in accordance with the site maintenance criteria set forth in Exhibit G hereto.

"This maintenance obligation shall be conditioned on the Developer's being provided by the Authority, the City of Cambridge and any other applicable public agency with such right of access as may be required for the Developer to conduct such maintenance activities; shall not include any obligation for maintenance of non-planted portions of

streets, curbs, sidewalks, or other vehicular or pedestrian surfaces; and shall not include any obligation to make capital repairs or replacements except as may be required as a result of the failure of the Developer to fulfill its maintenance obligations under this Agreement.

"If the Authority terminates this Agreement pursuant to its rights hereunder, then the obligation of the Developer for maintenance related to any portion of the Development Area not under supplemental land disposition contract pursuant to this Agreement shall likewise be terminated, but such termination shall not affect the maintenance obligations of the Developer with respect to any portion of the Development Area under supplemental land disposition contract or the obligations of any Redeveloper as may have been previously assumed under any supplemental land disposition contract and deed with respect to such portions."

3. Section 8 of the form of Supplemental Land Disposition Contract set forth in Exhibit F to the Development Agreement shall be amended by adding at the end thereof the following words:

"(h) Maintenance of Certain Public Improvements.

"The Redeveloper shall maintain or cause to be maintained at its own expense lawns, plantings, and the underground irrigation system, installed or to be installed by the Authority, in or for the areas located between the property line of the Property and the mid-line of the abutting public streets and public rights of way in accordance with the site maintenance criteria set forth in the attachment hereto.

"This maintenance obligation shall be conditioned on the Redeveloper's being provided by the Authority, the City of Cambridge and any other applicable public agency with such right of access as may be required for the Redeveloper to conduct such maintenance activities; shall not include any obligation for maintenance of non-planted portions of streets, curbs, sidewalks, or other vehicular or pedestrian surfaces; shall not include any obligation to make capital repairs or replacements except as may be required as a result of the failure of the Redeveloper to fulfill its maintenance obligations under this Agreement.

"[Insert provisions for any special arrangements.]"

4. Paragraph (2) of the form of Deed set forth in Exhibit F to the Development Agreement shall be amended to read as follows:

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

"(2)(b) shall maintain or cause to be maintained at its own expense lawns, plantings and the underground irrigation system installed or to be installed by the Grantor, in or for the areas located between the property line of the granted premises and the mid-line of the abutting public streets and public rights of way in accordance with the site maintenance criteria set forth in the Land Disposition Contract, dated _____, 19__ and said duty of maintenance shall constitute an easement in gross for the benefit of the Grantor and the public and shall be enforceable by the Grantor and the City of Cambridge for the benefit of the people of the City of Cambridge;"

5. The title of Paragraph (5) of Exhibit G attached to the Development Agreement shall be amended to read as follows:

"(5) Developer Maintenance of Temporary Public Improvements"

6. Exhibit G attached to the Development Agreement shall be further amended by adding at the end thereof the following words:

"(8) Developer Maintenance of Public Improvements

"The Developer shall maintain or cause to be maintained at its own expense lawns, plantings, and the underground irrigation system, installed or to be installed by the Authority, in or for the areas located between the property line of the Development Area and the mid-line of the abutting public rights of way commencing one year after completion of the installation of said improvements. The Authority shall notify the Developer of such completion date in writing.

"This maintenance obligation shall be conditioned on the Developer's being provided by the Authority, the City of Cambridge and any other applic-

able public agency with such right of access as may be required for the Developer to conduct such maintenance activities; shall not include any obligation for maintenance of non-planted portions of streets, curbs, sidewalks, or other vehicular or pedestrian surfaces; and shall not include any obligation to make capital repairs or replacements except as may be required as a result of the failure of the Developer to fulfill its maintenance obligations under this Agreement.

"The Developer shall provide all labor and materials necessary to provide complete and continuous maintenance of lawns, plantings and the underground irrigation system in good condition at all times. The Developer shall provide site maintenance in accordance with the summary of critical performance criteria as set forth in Attachment 3 hereto or by mutually agreed alternatives."

7. Exhibit G attached to the Development Agreement shall be further amended by adding at the end thereof Attachment 3 attached hereto.

WITNESS the execution hereof under seal as of the day and year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By Charles C. Nowiszewski
Charles C. Nowiszewski, Chairman

CAMBRIDGE CENTER ASSOCIATES

By Mortimer B. Zuckerman
Mortimer B. Zuckerman,
General Partner

By Edward H. Linde
Edward H. Linde,
General Partner

Attachment 3

SITE MAINTENANCE

SUMMARY OF CRITICAL PERFORMANCE CRITERIA

Site maintenance requires a continuous program of routine and periodic care to promote vigorous and healthy conditions for lawns and plantings. Specific maintenance requirements for Lawns, Plantings and Irrigation Systems are presented below. Requirements for capital repairs or replacements shall be limited to those arising from the failure of the Developer to fulfill its maintenance obligations under the Development Agreement.

LAWNS

Routine Lawn Maintenance

1. Cutting: Maintain lawn height at 1-1/2" to 2" by cutting as often as cutting will produce 1/2" clippings. Remove all clippings from lawn and adjacent areas.
2. Moisture: Monitor moisture requirements to ensure the provision of 1" of water every 5 to 7 days. This requires checking irrigation programs on a weekly basis, and providing supplemental watering, as required, for non-irrigated areas with portable hose sprinklers. Water application must penetrate the ground to be of benefit.
3. Weed, Disease and Pest Control: Remove weeds when visible. Monitor lawn condition regularly for possible disease or pest problems. When visible or suspected problems arise, contact a professional horticultural authority for identification of problem. Implement recommended corrective measures expeditiously.

Periodic Lawn Maintenance

1. Rolling: In Spring roll lawns level to correct for frost heaves.
2. Fertilization: Fertilize twice a year with 10-6-4 fertilizer or similar appropriate fertilizer at application rates recommended by fertilizer manufacturer. For example, with 10-6-4 fertilizer in Spring apply 20 lbs./1,000 sf; in Fall 10 lbs./1,000 sf.
3. Liming: Apply lime once a year in Spring at appropriate concentration (e.g., 50 lbs./1,000 sf.)
4. Aeration: Aerate lawns once a year in Spring at time of fertilizing.
5. Soil Test: Once every two years have representative soil samples from lawn areas tested by a professional horticul-

tural authority. Modify standard fertilizer and/or liming requirement(s) as directed by testing authority.

6. Repair low or damaged lawn areas as necessary during either Spring or Fall turf growth period. Such repair may require loaming, regrading and reseeding or sodding to complete repairs.

PLANTINGS

Routine Maintenance for Plants

1. Moisture: Watering requirements are as discussed under LAWNS, above.
2. Weeding and Edging: Tree saucers and plant beds must be weeded and edge-trimmed regularly, with the same frequency as lawn cutting.
3. Mulching: Maintain mulch depth in planting saucers and plant beds at minimum 3 inches depth. Restore disturbed mulch areas as necessary during lawn cutting schedule.
4. Disease and Pest Control: Follow guidelines for LAWNS.

Periodic Maintenance for Plants

1. Pruning: All trees and plants must be inspected for pruning needs twice a year. Required pruning shall be performed under the direct supervision of a certified arborist. Care shall be taken to preserve and enhance the particular character of individual trees and plants.
2. Mulching: During the Spring and Fall add mulch as necessary to maintain mulch levels required.
3. Fertilizing: Fertilize trees and plants once a year in late Fall with appropriate fertilizer (e.g., 10-6-4 fertilizer). Apply fertilizer at rates recommended by fertilizer manufacturer. After fertilizer is applied, the ground shall be watered thoroughly to soak fertilizer into the ground.
4. Plant Replacement: Dead plants and plants badly damaged or in serious decline must be removed from the site as soon as practicably possible. Replacement with plants of similar size, species and variety shall occur during the next Spring or Fall, in relation to the most favorable installation timetable for the specific plant.

IRRIGATION SYSTEMS

Routine Irrigation Maintenance

1. Spray Heads: Check weekly for proper operation. Adjust and clean as required, and repair any damage or malfunction observed.

2. Program Schedule: Review weekly and adjust to compensate for rainfall conditions.

Periodic Irrigation Maintenance

1. Spring Start-Up: Blow out entire system and run performance check on all plumbing and electrical systems. Check spray coverages and adjust heads as necessary. Replace defective equipment as required.
2. Fall Shut-Down: Winterize by shutting system down, and ensuring that system has drained. Blow system out.

AMENDMENT TO DEVELOPMENT AGREEMENT

AMENDMENT No. 4, dated December 19, 1983, to Development Agreement, dated June 11, 1979, as amended by Amendment No. 1, dated May 29, 1980, Amendment No. 2, dated December 22, 1981, and Amendment No. 3, dated April 14, 1982, between CAMBRIDGE REDEVELOPMENT AUTHORITY (the "Authority") and CAMBRIDGE CENTER ASSOCIATES (the "Developer") (as so amended, the Development Agreement").

WHEREAS, the parties to the Development Agreement have agreed to amend the Development Agreement further in connection with the development of a portion of Parcel 3 of the Development Area, containing approximately 43,707 square feet, for occupancy by The Whitehead Institute for Biomedical Research ("Whitehead"), said portion being hereinafter called the "Whitehead Site", and in connection with certain other matters.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. In lieu of the amendment of Section 8 of Part I of the form of supplemental land disposition contract set forth as Exhibit F to the Development Agreement, adopted by Amendment No. 3 to the Development Agreement, Section 9(1) of Part I of such form is hereby amended by deleting the word "and" at the end of subdivision (g), by changing the period at the end of subdivision (h) to a semi-colon, and by adding, after subdivision (h), the following new subdivision (i):

"(i) Maintain or cause to be maintained at its own expense lawns, plantings and the underground irrigation system therefor, installed or to be installed by the Authority, in or for the areas located between the property line of the Property and the mid-line of the abutting public streets and public rights-of-way in accordance with the site maintenance criteria annexed hereto and to be set forth in a certificate of the Secretary of the Grantor to be attached to the Deed; it being agreed that such maintenance obligation shall commence one (1) year after the completion of the installation of such lawns, plantings and underground irrigation system; shall be conditioned on the Redeveloper's being provided by the Authority, the City of Cambridge and any other applicable public agency with such right of access as may be required for the Redeveloper to conduct such maintenance activities; shall not include any obligation for maintenance of non-planted portions of streets, curbs, sidewalks or other vehicular or pedestrian surfaces, and shall not include any obligation to make capital repairs or replacements except as may be required as a result of the failure of the Redeveloper to fulfill its maintenance obligations hereunder; and"

and by added an equivalent paragraph as paragraph (22) to the form of deed attached to said form of supplemental land disposition contract and by providing that the agreements and covenants in

said paragraph (22), and all rights and obligations under said agreements and covenants, shall be in force and effect until the expiration of one hundred (100) years from the date of the deed.

2. Section 9(1) of Part I of the form of supplemental land disposition contract set forth as Exhibit F to the Development Agreement is hereby further amended by adding, after subdivision (i):

(I) in the case of the supplemental land disposition contract for the Whitehead Site, the following new subdivision (j):

"(j) Pay, or cause to be paid, to the City the Voluntary Payment, including any applicable increases thereof, for each fiscal year commencing with the fiscal year ending June 30, 1983, subject to and in accordance with the provisions of the Agreement, dated October 5, 1982, as supplemented, among Whitehead, the City and the Board of Assessors of the City, a copy of which Agreement, as supplemented, is annexed hereto as Exhibit A

(hereinafter called the "Whitehead Agreement"); or

(II) in the case of the supplemental land disposition contract for any other part of the Property, the following new subdivision (j):

"(j) Not use, or permit or suffer the use, of the Property, or any improvements at any time constructed thereon, or any part thereof, which renders the same exempt from real estate taxes."

and in either case by adding an equivalent new paragraph as paragraph (23) to the form of deed attached to said form of supplemental land disposition contract and by providing that the agreements and covenants in said new paragraph (23), and all rights and obligations under said agreements and covenants, shall be in force and effect until the expiration of one hundred (100) years from the date of the deed.

3. Section 9(r) of Part I of the form of supplemental land disposition contract set forth as Exhibit F to the Development Agreement shall be amended, in the case of the supplemental land disposition contract for the Whitehead Site, by adding at the end of the addition to Section 503 the following:

"and Provided, further, that nothing herein shall prohibit the lease, or an option or agreement for the sale, of the Property to Whitehead or the undertaking by Whitehead, at its sole cost and expense, of the construction of the Improvements hereunder, provided that, in the event of such undertaking by Whitehead, Whitehead shall expressly assume the obligation to the Authority, by written agreement satisfactory to the Authority, to complete, in the manner provided in this Agreement, the Improvements on the Property and provided further that until the completion of the construction of the Improvements and the issuance by the Authority of its certification of such completion in accordance with Section 307 of this Agreement, (i) no payment shall be made by Whitehead to the Redeveloper (or any affiliate

thereof) under any such lease, option or agreement for sale, (ii) no portion of the Property shall be conveyed to Whitehead, and (iii) no portion of the Property or Improvements shall be occupied by Whitehead (except for purposes of construction of the Improvements), without the prior written consent of the Authority. In the event that Whitehead shall enter into any such lease, option or agreement or shall commence the construction of the Improvements on the Property, and shall give written notice thereof to the Authority, (i) Whitehead shall be entitled, after any breach or default by the Redeveloper in its obligations or covenants under this Agreement, to receive from the Authority a copy of any notice or demand then delivered by the Authority to the Redeveloper with respect to such breach or default and, at Whitehead's option, to cure or remedy such breach or default as if Whitehead were a mortgagee permitted hereunder; (ii) upon the proper completion of such Improvements and written request made to the Authority, Whitehead shall be entitled to a certification by the Authority to such effect in the manner provided in Section 307 of this Agreement; and (iii) in the event of any violation of this Agreement referred to in Section 704(b) hereof, other than a failure to pay real estate taxes or assessments or Voluntary Payment, or in Section 704(c) hereof, the Authority shall not exercise any right to re-enter and take possession of the Property or

to terminate the estate conveyed by the Deed to the Redeveloper (or its authorized designee) so long as no default, violation or failure referred to in Section 704(a) hereof has occurred or if any such default, violation or failure has occurred, it has been cured or remedied and so long as Whitehead is diligently proceeding with the construction of the Improvements in accordance with this Agreement."

4. The Developer shall pay to the Authority the sum of One Hundred Thousand Dollars (\$100,000), to be used by the Authority to construct and maintain public improvements within Parcels 2, 3 and 4 of the Project Area, such payment to be made no later than the fifth anniversary of the issuance by the Authority of the certificate of completion with respect to the improvements to be constructed on the Whitehead Site.

5. The Developer shall expend One Hundred Thousand Dollars (\$100,000) for art in public spaces in the Development Area, such expenditure to be in addition to commitments made prior to June 24, 1982 to expend money for similar purposes. Such expenditures shall commence after the purchase by Whitehead of the said portion of Parcel 3 of the Development Area to be developed for occupancy by Whitehead, and the full sum of One Hundred Thousand Dollars (\$100,000) shall be expended over a period of not more than five (5) years after such purchase. Art to be purchased shall be selected by the Developer and approved by the Authority pursuant to the Design Review process set out in Exhibit C to the Development Agreement.

6. The Developer shall make a good faith effort, until all available land is committed for other uses, to construct at least two hundred (200) units of housing on Parcel 3 and Parcel 4 of the Development Area, provided such housing can be financed and constructed on an economically feasible basis.

7. The Concept Design Plan described in Exhibit B attached to the Development Agreement, as heretofore revised, is hereby further revised as follows (copies of the revised Drawings being on file in the office of the Authority):

<u>Drawings</u>	<u>Title</u>	<u>Date</u>	<u>Revised</u>
CD2	Site Plan	Sept. 18, 1981	Oct. 18, 1982
CD2A	Alternate Site Plan	Sept. 18, 1981	Oct. 18, 1982
CD3	Grade Level Plan	April 23, 1980	Oct. 18, 1982
CD3A	Alternate Grade Level Plan	April 23, 1980	Oct. 18, 1982
CD4	Typical Level Plan	-----	Oct. 18, 1982
CD5	Parcel #4 Site Sections and Elevations	April 23, 1980	Oct. 18, 1982
CD6	Parcel #3 Site Sections and Elevations	-----	Oct. 18, 1982
CD7	Circulation Plan	April 23, 1980	Oct. 18, 1982
CD8	Curb Cuts (Parcel 4)	April 21, 1982	Oct. 18, 1982
CD9	Staging and Parcelization	June 1, 1982	Oct. 18, 1982
CD10	Illustrated Sketches	March 23, 1980	Oct. 18, 1982
CD11	Parcel 3 Housing Study-Alternative A	June 10, 1982	Oct. 18, 1982
CD12	Parcel 3 Housing Study-Alternative B	June 10, 1982	Oct. 18, 1982
CD13	Parcel Housing Study-Alternative C	June 10, 1982	Oct. 18, 1982
CD1	Site Context	March 25, 1982	Oct. 18, 1982

WITNESS the execution hereof under seal the day and year

first above written.

Attest: (SEAL)

Joseph F. Robinson
Executive Director and
Secretary

CAMBRIDGE REDEVELOPMENT AUTHORITY

By *Charles C. Nowiszewski*
Charles C. Nowiszewski, Chairman

CAMBRIDGE CENTER ASSOCIATES

By *Mortimer B. Zuckerman* (SEAL)
Mortimer B. Zuckerman,
General Partner

By *Edward H. Linde* (SEAL)
Edward H. Linde,
General Partner

1/24/81
Parcel 3 & 4
Dev Agree

AMENDMENT TO DEVELOPMENT AGREEMENT

AMENDMENT No. 5, dated May 30, 1986 to Development Agreement, dated June 11, 1979, as amended by Amendment No. 1, dated May 29, 1980, Amendment No. 2, dated December 22, 1981, Amendment No. 3, dated April 14, 1982 and Amendment No. 4, dated December 19, 1983, between CAMBRIDGE REDEVELOPMENT AUTHORITY (the "Authority") and CAMBRIDGE CENTER ASSOCIATES (the "Developer") (as so amended, the "Development Agreement").

WHEREAS, the parties to the Development Agreement have agreed to amend the Development Agreement further in connection with the development of a portion of Parcel 4 of the Development Area, containing approximately 42,814 square feet, for occupancy by the Marriott Cambridge Center Hotel, said portion being hereinafter called the "Hotel Site" and in connection with certain other matters.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. Exhibit A attached to the Development Agreement is hereby deleted in its entirety and Exhibit A attached hereto is substituted in lieu thereof.

2. The Master Plan Framework and Concept Design Plan described in Exhibit B attached to the Development Agreement, as heretofore revised, are hereby further revised as follows (copies of the revised Drawings being on file in the office of the Authority):

<u>Drawings</u>	<u>Title</u>	<u>Dated</u>	<u>Revised</u>
MPF1	AREA USE PLAN	4/23/80	1/31/85
MPF2	CIRCULATION PLAN	4/23/80	1/31/85
CD1	PARCEL SITE CONTEXT	3/25/82	1/31/85
CD2	SITE PLAN	9/18/81	1/31/85
CD2A	ALTERNATE SITE PLAN	9/18/81	1/31/85
CD3	GRADE LEVEL PLAN	4/23/80	1/31/85
CD3A	ALTERNATE GRADE LEVEL PLAN	4/23/80	1/31/85
CD4	TYPICAL LEVEL PLAN	6/01/82	1/31/85
CD5	PARCEL NO.4-SITE SECTIONS AND ELEVATIONS	4/23/80	1/31/85
CD6	PARCEL NO.3-SITE SECTIONS AND ELEVATIONS	6/01/82	1/31/85
CD7	CIRCULATION PLAN	4/23/80	1/31/85
CD8	PARCEL NO. 4 - GRADE CURB CUTS	4/21/82	1/31/85
CD9	STAGING & PARCELIZATION	3/25/82	1/31/85
CD10	ILLUSTRATIVE SKETCHES	3/23/80	1/31/85
CD11	PARCEL 3 - HOUSING STUDY - ALT. A	6/10/82	1/31/85
CD12	PARCEL 3 - HOUSING STUDY - ALT. B	6/10/82	1/31/85
CD13	PARCEL 3 - HOUSING STUDY - ALT. C	6/10/82	1/31/85

3. Exhibit G attached to the Development Agreement shall be further amended by adding at the end of subparagraph (2)(b)(2)(e) thereof the following words:

"Provided that the Developer has been given an opportunity to review and approve the plans and specifications for the open space area and the public improvements thereon, the Developer shall maintain, repair and replace or cause to be maintained, repaired and replaced, all at its own expense, said open space area and the public improvements thereon and shall observe the site maintenance criteria set forth in Attachment 3 hereto."

4. Except as herein amended, the Development Agreement, as heretofore amended, remains in full force and effect.

WITNESS the execution hereof under seal as of the day and year first above written.

Attest: (SEAL)

CAMBRIDGE REDEVELOPMENT AUTHORITY

Joseph F. Pulicino
Executive Director and Secretary

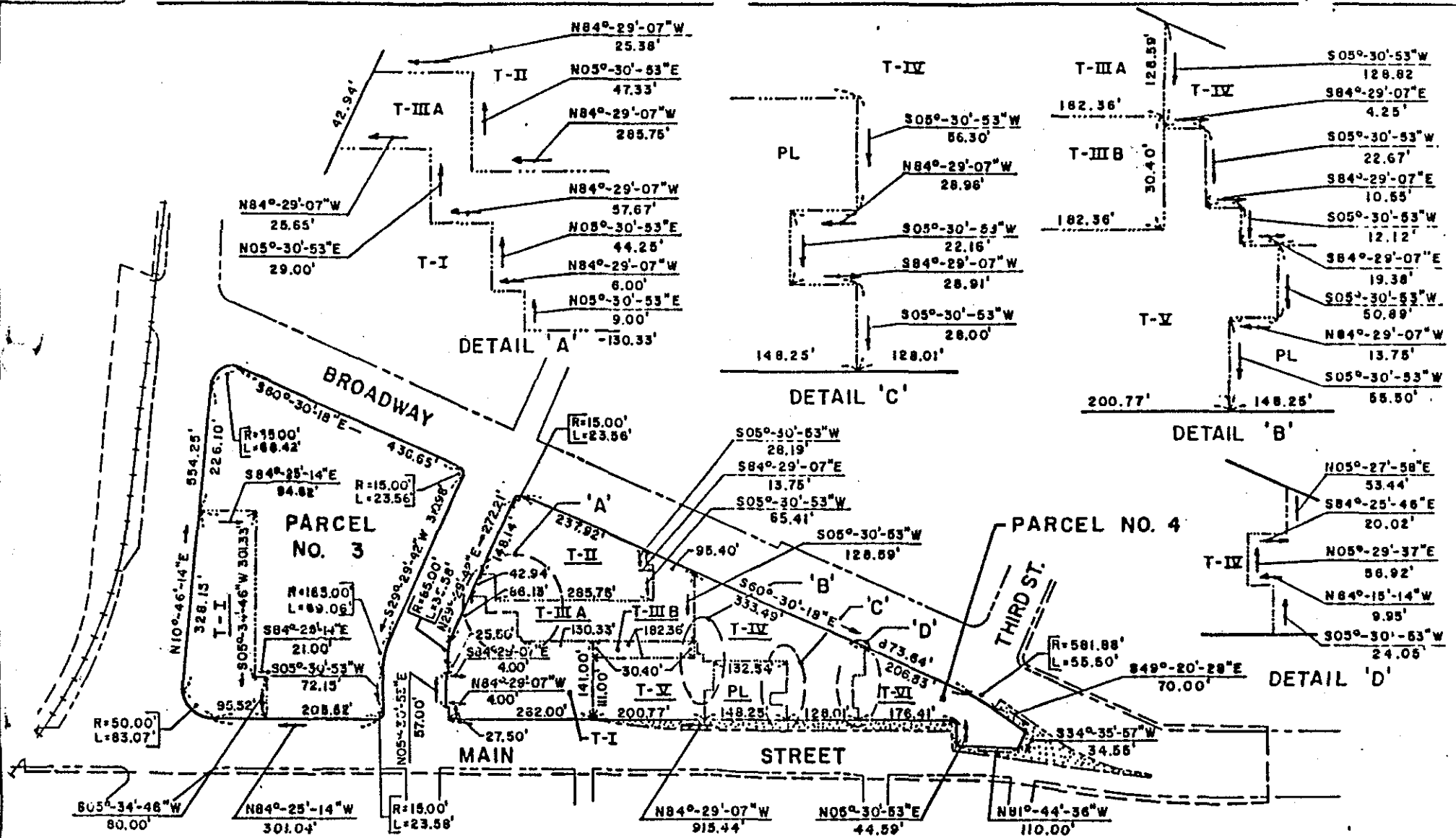
By Thomas J. Murphy
Thomas J. Murphy, Chairman

CAMBRIDGE CENTER ASSOCIATES

By Mortimer B. Zuckerman (SEAL)
Mortimer B. Zuckerman,
General Partner

(SEAL)

By Edward H. Linde (SEAL)
Edward H. Linde,
General Partner



PARCEL NO. 3
 DEVELOPMENT AREA= 229,581 ± S.F.

TRACT NO.	AREA ± S.F.
T-I	43,707

PARCEL NO. 4
 DEVELOPMENT AREA= 229,183 ± S.F.

TRACT NO.	AREA ± S.F.
T-I	43,848
T-II	41,234
T-III A	31,757
T-III B	5,543
T-IV	42,861
T-V	23,278
T-VI	26,325
PL	14,337

- Legend**
- Project Boundary
 - Development Area
 - - - Existing Right of Way
 - Tract Boundary
 - ▨ Boundary Portions of Land
 - T-I Tract No.
 - PL Plaza Tract

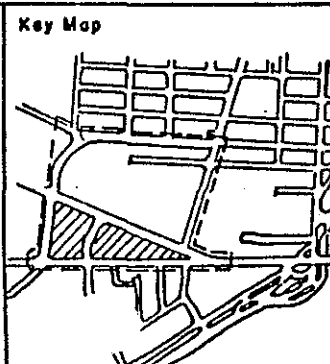
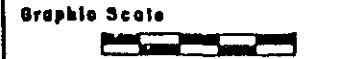


EXHIBIT A

Sheet Title
Development Area Map

	drawn S.J.H.	checked P.E.H.
	date July, 1986	scale 1"=250'



Cambridge Center

Cambridge
 Redevelopment
 Authority

AMENDMENT TO DEVELOPMENT AGREEMENT

AMENDMENT NO. 6, dated as of April 1, 1988, to Development Agreement, dated June 11, 1979, as amended by Amendment No. 1 dated May 29, 1980, Amendment No. 2 dated December 22, 1981, Amendment No. 3 dated April 14, 1982, Amendment No. 4 dated December 19, 1983 and Amendment No. 5 dated May 30, 1986, between CAMBRIDGE REDEVELOPMENT AUTHORITY (the "Authority") and CAMBRIDGE CENTER ASSOCIATES (the "Developer") (as so amended, the "Development Agreement").

WHEREAS, the parties to the Development Agreement have agreed to amend the Development Agreement further as hereinafter set forth.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

- (1) Notwithstanding anything in the Development Agreement to the contrary, if any of the gross floor area constructed or to be constructed on any Individual Parcel is used or is to be used as allowed within the classification of Office Uses under any of the provisions of Section 14:212 of Article 14.000 of the Cambridge Zoning Ordinance, and if the total gross floor area constructed or to be constructed for any of such Office Uses (including any development of such Uses permitted under Section 14.322(5) of said Article 14.000) thereon and on all of the Development Area at the time shall exceed one million two hundred thousand (1,200,000) square feet (such excess area being hereinafter referred to as "Excess Office Gross Floor Area"), then the Base Purchase Price for any such Individual Parcel (as the same may be otherwise determined pursuant to the Development Agreement) shall be increased by an additional Ten Dollars (\$10) per square foot of Excess Office Gross Floor Area.
- (2) The Developer hereby consents and agrees that the term of the Renewal Plan shall be and hereby is extended by five (5) years so that the date "August 30, 1995" shall be and hereby is changed to "August 30, 2000" wherever the same appears in the Development Agreement or any exhibit thereto, any supplemental land disposition contract or any deed made or to be made pursuant thereto, and all of the covenants, conditions and provisions which remain in effect until August 30, 1995 shall hereby be deemed to remain in full force and effect until August 30, 2000; and the Developer hereby

agrees to execute and deliver, and to cause the grantees of Individual Parcels to execute and deliver, appropriate instruments requested by the Authority to implement the foregoing extension.


- (3) Except as herein amended, the Development Agreement as previously amended shall remain unchanged and in full force and effect.

WITNESS the execution hereof under seal the day and year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By 
THOMAS J. MURPHY
CHAIRMAN

CAMBRIDGE CENTER ASSOCIATES

By 
MORTIMER B. ZUCKERMAN,
GENERAL PARTNER

By 
EDWARD H. LINDE,
GENERAL PARTNER

AMENDMENT TO DEVELOPMENT AGREEMENTS

AMENDMENT TO DEVELOPMENT AGREEMENTS (hereinafter the "Amendment") dated as of January 14, 1991 (hereinafter the "Date" of this Amendment), by and between CAMBRIDGE REDEVELOPMENT AUTHORITY (hereinafter, with its successors and assigns, the "Authority"), having its office at 336 Main Street, Cambridge, Massachusetts, and CAMBRIDGE CENTER ASSOCIATES, a Massachusetts general partnership (hereinafter, with its successors and assigns, the "Developer"), in which MORTIMER B. ZUCKERMAN and EDWARD H. LINDE are the general partners, having its office at 8 Arlington Street, Boston, Massachusetts.

A. Statement of Facts

1. By Development Agreement dated June 11, 1979 (the "Original Parcel 3 and 4 Development Agreement") as amended by Amendment No. 1 dated May 29, 1980 (the "Parcel 3 and 4 First Amendment"), Amendment No. 2 dated December 22, 1981 (the "Parcel 3 and 4 Second Amendment"), Amendment No. 3 dated April 14, 1982 (the "Parcel 3 and 4 Third Amendment"), Amendment No. 4 dated December 19, 1983 (the "Parcel 3 and 4 Fourth Amendment"), Amendment No. 5 dated May 30, 1986 (the "Parcel 3 and 4 Fifth Amendment") and Amendment No. 6 dated April 1, 1988 (the "Parcel 3 and 4 Sixth Amendment") (collectively, the "Parcel 3 and 4 Development Agreement"), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 3 and Parcel 4 of the

Kendall Square Urban Renewal Area (the "Urban Renewal Area") as shown on Exhibit A to the Original Parcel 3 and 4 Development Agreement (referred to in the Original Parcel 3 and 4 Development Agreement collectively as the "Development Area" and hereinafter sometimes referred to as the "Parcel 3 Development Area" and "Parcel 4 Development Area" respectively) upon the terms and conditions set forth in the Parcel 3 and 4 Development Agreement.

2. By Development Agreement dated April 14, 1982 (the "Original Parcel 2 Development Agreement"), as amended by Amendment No. 1 dated April 24, 1987 (the "Parcel 2 First Amendment"), Amendment No. 2 dated April 1, 1988 (the "Parcel 2 Second Amendment") and Amendment No. 3 dated March 19, 1990 (the "Parcel 2 Third Amendment") (collectively, the "Parcel 2 Development Agreement"), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 2 of the Kendall Square Urban Renewal Area as shown on Exhibit A to the Original Parcel 2 Development Agreement (referred to in the Original Parcel 2 Development Agreement and hereinafter referred to as the "Parcel 2 Development Area") upon the terms and conditions set forth in the Parcel 2 Development Agreement.

3. The Parcel 3 and 4 Development Agreement and the Parcel 2 Development Agreement are hereinafter sometimes individually referred to as a "Development Agreement" and collectively referred to as the "Development Agreements." This Amendment, as it relates to the Parcel 3 and 4 Development Agreement, may also be referred

to as "Amendment No. 7" to such Development Agreement, and as it relates to the Parcel 2 Development Agreement, may also be referred to as "Amendment No. 4" to said Development Agreement. Any reference in this Amendment to "this Amendment" in a provision which is added to the Parcel 3 and 4 Development Agreement shall be deemed to be a reference to Amendment No. 7 to such Development Agreement. Any reference in this Amendment to "this Amendment" in a provision which is added to the Parcel 2 Development Agreement shall be deemed to be a reference to Amendment No. 4 to such Development Agreement.

4. The Authority and the Developer have agreed that in order to further their agreements and accomplish the purposes embodied by the Development Agreements more effectively in light of both past experience in implementing the Development Agreements and current and anticipated economic, development and other conditions, it is necessary and desirable to make certain amendments to the Development Agreements as hereinafter set forth.

B. Agreement of the Parties

NOW THEREFORE, each of the parties hereto, for and in consideration of the promises and the mutual obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, does hereby covenant and agree with the other as follows:

1. (A) Paragraph B(1)(c) of the Original Parcel 3 and 4 Development Agreement and Paragraph B(1)(c) of the Original Parcel 2 Development Agreement (as amended by Paragraph 3 of the Parcel 2 Second Amendment) are hereby deleted in their entirety and shall be of no further force and effect and the following is substituted therefor:

Subject to the terms of Paragraphs B(2)(B) and B(3) of this Amendment, the Authority shall be entitled to terminate either the Parcel 2 Development Agreement or the Parcel 3 and 4 Development Agreement or both Development Agreements and shall not be obligated to enter into a supplemental land disposition contract pursuant to the Parcel 2 Development Agreement with respect to any "Individual Parcel" as defined in the Parcel 2 Development Agreement (hereinafter sometimes referred to as a "Parcel 2 Individual Parcel") if the Authority so terminates the Parcel 2 Development Agreement nor enter into a supplemental land disposition contract pursuant to the Parcel 3 and 4 Development Agreement with respect to any "Individual Parcel" as defined in the Parcel 3 and 4 Development Agreement (hereinafter sometimes referred to as a "Parcel 3 Individual Parcel" with respect to land in the Parcel 3 Development Area and a "Parcel 4 Individual Parcel" with respect to land in the Parcel 4 Development Area) if the Authority so terminates the Parcel 3 and 4 Development Agreement, at any time

- (i) subsequent to June 1, 1992, if prior to June 1, 1992 the Developer shall have not commenced construction since the "Date" of this Amendment (as defined on page 1 of this Amendment) as part of the "Development" as defined in the Parcel 3 and 4 Development Agreement (hereinafter sometimes referred to as the "Parcel 3 and 4 Development") and/or of the "Parcel 2 Development" as defined in the Parcel 2 Development Agreement, of improvements which (not including any parking facility) total cumulatively on the Parcel 2 Development Area and the Parcel 3 Development Area at least 125,000 square feet of "gross floor area" (which term as used in this Amendment shall have the definition contained in the Kendall Square Urban Renewal Plan), and shall at the time not be diligently constructing or have completed such improvements, or
- (ii) subsequent to June 1, 1993, if prior to June 1, 1993 the Developer shall not have commenced construction since the Date of this Amendment as part of the Parcel 2 Development and/or of the Parcel 3 and 4 Development of improvements which (not including any parking facility) total cumulatively on the Parcel 2 Development Area and the Parcel 3 Development Area at least 250,000 square feet of gross floor area, and shall at the

- time not be diligently constructing or have completed such improvements, or
- (iii) subsequent to June 1, 1994, if prior to June 1, 1994 the Developer shall not have commenced construction since the Date of this Amendment as part of the Parcel 2 Development and/or of the Parcel 3 and 4 Development of improvements which total (not including any parking facility) cumulatively on the Parcel 2 Development Area and the Parcel 3 Development Area at least 375,000 square feet of gross floor area, and shall at the time not be diligently constructing or have completed such improvements, or
- (iv) subsequent to June 1, 1995, if prior to June 1, 1995 the Developer shall not have commenced construction since the Date of this Amendment as part of the Parcel 2 Development and/or of the Parcel 3 and 4 Development of improvements which total (not including any parking facility) cumulatively on the Parcel 2 Development Area and the Parcel 3 Development Area at least 500,000 square feet of gross floor area, and shall at the time not be diligently constructing or have completed such improvements, or
- (v) subsequent to August 31, 2000, or
- (vi) if the Developer shall at the time be in default under the Parcel 2 Development Agreement or any

then outstanding supplemental land disposition contract pursuant to the Parcel 2 Development Agreement and shall have failed to cure such default within any applicable grace period under the Parcel 2 Development Agreement after written notification of such default by the Authority; provided, however, that with respect to this Subsection (vi) only, the Authority's termination right as set forth in this Paragraph shall only apply to the Parcel 2 Development Agreement and shall not apply to the Parcel 3 and 4 Development Agreement, or

- (vii) if the Developer shall at the time be in default under the Parcel 3 and 4 Development Agreement or any then outstanding supplemental land disposition contract pursuant to the Parcel 3 and 4 Development Agreement and shall have failed to cure such default within any applicable grace period under the Parcel 3 and 4 Development Agreement after written notification of such default by the Authority; provided, however, that with respect to this Subsection (vii) only, the Authority's termination right as set forth in this Paragraph shall only apply to the Parcel 3 and 4 Development Agreement and shall not apply to the Parcel 2 Development Agreement.

The Authority's right to terminate either the Parcel 2 Development Agreement or the Parcel 3 and 4 Development Agreement or both Development Agreements as provided in subparagraphs (i), (ii), (iii) and (iv) above, but not the Authority's termination right as provided in subparagraphs (v), (vi) and (vii) above, is hereinafter referred to as the "Authority's Development Termination Right."

The condition in subparagraphs (i), (ii), (iii) and (iv) above that the Developer shall at the time specified in each such subparagraph be diligently constructing or have completed the improvements specified in each such subparagraph, shall be subject in each such subparagraph to the provisions regarding winter construction in Paragraph B(1)(a) of the Original Parcel 3 and 4 Development Agreement and the provisions of Paragraph B(14) of the Original Parcel 3 and 4 Development Agreement (as amended by Paragraph B(5) of this Amendment) and subject to the provisions regarding winter construction in Paragraph B(1)(a) of the Original Parcel 2 Development Agreement and the provisions of Paragraph B(14) of the Original Parcel 2 Development Agreement (as amended by Paragraph B(5) of this Amendment).

(B) Subparagraph B(16)(a) of the Parcel 2 Development Agreement and Subparagraph B(16)(a)(iii) of the Parcel 3 and 4 Development Agreement are hereby deleted and shall be of no further force and effect.

2.(A) Concurrently with the execution of this Amendment, the Developer shall make a payment to the Authority in the amount of

One Million Dollars (\$1,000,000.00) (hereinafter the "Initial Development Deposit").

(B) Notwithstanding any term or provision of this Amendment to the contrary, the Authority's Development Termination Right shall be null and void and of no force and effect, if

- (i) on or after the Date of this Amendment and on or before June 1, 1992, the Developer shall have made a payment or payments to the Authority (any such payment being hereinafter referred to as an "Additional Development Deposit"), which, together with the cumulative purchase price paid to the Authority after the Date of this Amendment and on or before June 1, 1992 of any Parcel 2 Individual Parcels and Parcel 3 and 4 Individual Parcels and the remainder of the Initial Development Deposit which has not been applied as provided in Paragraph B(2)(C) below to the purchase price of any Parcel 2 Development Parcels or Parcel 3 and 4 Development Parcels, cumulatively equals One Million Five Hundred Thousand Dollars (\$1,500,000.00), and
- (ii) on or after the Date of this Amendment and on or before June 1, 1993, the Developer shall have made a payment or payments to the Authority (any such payment being hereinafter referred to as an "Additional Development Deposit"), which, together with the cumulative purchase price paid to the

Authority after the Date of this Amendment and on or before June 1, 1993 of any Parcel 2 Individual Parcels and Parcel 3 and 4 Individual Parcels and the remainder of the Initial Development Deposit and any Additional Development Deposit made pursuant to subparagraph (i) above which have not been applied as provided in Paragraph B(2)(C) below to the purchase price of any Parcel 2 Individual Parcel or Parcel 3 and 4 Individual Parcel, cumulatively equals Two Million Dollars (\$2,000,000.00), and

- (iii) on or after the Date of this Amendment and on or before June 1, 1994, the Developer shall have made a payment or payments to the Authority (any such payment being hereinafter referred to as an "Additional Development Deposit"), which, together with the cumulative purchase price paid to the Authority after the Date of this Amendment and on or before June 1, 1994 of any Parcel 2 Individual Parcels and Parcel 3 and 4 Individual Parcels and the remainder of the Initial Development Deposit and any Additional Development Deposits made pursuant to subparagraph (i) and (ii) above which have not been applied as provided in Paragraph B(2)(C) below to the purchase price of any Parcel 2 Individual Parcel or Parcel 3 and 4

Individual Parcel, cumulatively equals Two Million Five Hundred Thousand Dollars (\$2,500,000.00), and (iv) on or after the Date of this Amendment and on or before June 1, 1995, the Developer shall have made a payment or payments to the Authority (any such payment being hereinafter referred to as an "Additional Development Deposit"), which, together with the cumulative purchase price paid to the Authority after the Date of this Amendment and on or before June 1, 1995 of any Parcel 2 Individual Parcels and Parcel 3 and 4 Individual Parcels and the remainder of the Initial Development Deposit and any Additional Development Deposits made pursuant to subparagraphs (i), (ii) and (iii) above which have not been applied as provided in Paragraph B(2)(C) below to the purchase price of any Parcel 2 Individual Parcel or Parcel 3 and 4 Individual Parcel, cumulatively equals Three Million Dollars (\$3,000,000.00).

The Initial Development Deposit and any Additional Development Deposits made pursuant to subparagraphs (i), (ii), (iii) and (iv) above are hereinafter collectively called "Development Deposits".

(C) Any Development Deposits made by the Developer which have not been previously applied as provided in this Paragraph B(2)(C) shall be applied (i) to the purchase price of any Parcel 2 Individual Parcel conveyed pursuant to the Parcel 2 Development

Agreement, (ii) to the purchase price of any Parcel 3 and 4 Individual Parcel conveyed pursuant to the Parcel 3 and 4 Development Agreement and (iii) to any deposit which must be made towards such purchase price in either (i) or (ii) above upon the execution of a license agreement respecting the use of such parcel prior to the conveyance thereof as provided in Paragraph B(17) below. The value of the Development Deposits for the purposes of such application shall be the amount of such Development Deposit when paid to the Authority without any obligation of the Authority to add interest to such amount.

(D) If either the Parcel 2 Development Agreement or the Parcel 3 and 4 Development Agreement terminates for any lawful reason by action of the Developer or any lawful or unlawful reason by action of the Authority or for any other reason other than the completion of all of the development thereunder by the Developer, then any balance of any Development Deposits which have not been applied towards the purchase price of Parcel 2 Individual Parcels, Parcel 3 Individual Parcels or Parcel 4 Individual Parcels as provided in Paragraph B(2)(C) above (hereinafter, the "Remaining Development Deposit") shall be refunded to the Developer as provided in this Paragraph. The obligation of the Authority to so refund the Remaining Development Deposit to the Developer as provided in this Paragraph shall include the obligation to add interest to the Remaining Development Deposit at the rate of ten percent (10%) per annum compounded annually on the amount of the Remaining Development Deposit not refunded to the Developer from the date of such termination of either the Parcel 2 Development

Agreement or the Parcel 3 and 4 Development Agreement until the full amount of the Remaining Development Deposit has been repaid to the Developer. The Authority hereby agrees that a first lien for the benefit of the Developer superior to all other liens or encumbrances to secure the obligation of the Authority to pay the Remaining Development Deposit as provided in this Paragraph to the Developer shall automatically attach to the land subject to the terminated Development Agreement owned by the Authority as of the date of such termination. The Authority agrees to enter into such documentation as the Developer may reasonably require to establish such lien, provided that the failure of the Authority to enter into such documentation shall in no way affect the validity of such lien or the obligation of the Authority to refund the Remaining Development Deposit to the Developer as provided in this Paragraph. The Authority's obligation to so refund to the Developer the Remaining Development Deposit shall be limited to the obligation to forthwith pay to the Developer the "Net Proceeds" as defined below, received by the Authority from the sale to a third party of any tract or tracts of land which were subject to the terminated Development Agreement up to the amount of the purchase price which would have been applicable to such land under the applicable Development Agreement if such land had been purchased by the Developer. Such "Net Proceeds" shall be the gross purchase price less the Authority's reasonable out-of-pocket costs for the identification of a purchaser, the negotiation of the terms for the sale and the conveyance of such land including costs for advertising, services of engineers, surveyors, brokers

and attorneys, and customary closing costs. If the net proceeds from the sale of such land to a third party is at least equal to the purchase price which would have been applicable to such land under the applicable Development Agreement if such land had been purchased by the Developer, upon the Developer's receipt of the full Net Proceeds from the sale of such land the Developer shall execute and deliver to the Authority a release of its lien upon such land sold to a third party. If the Net Proceeds from the sale of such land to a third party is less than the purchase price which would have been applicable to such land under the applicable Development Agreement if such land had been purchased by the Developer, upon the Developer's receipt of the full Net Proceeds from the sale of such land the Developer shall deliver to the Authority such documentation as may be required to establish that the Developer shall only retain a lien on such land equal to the difference between such purchase price under the applicable Development Agreement and the net proceeds from the sale of such land to such third party paid to the Developer. Upon the payment of full amount of the Remaining Development Deposit to the Developer, the Developer shall execute and deliver to the Authority a release of its lien on all of the Authority's land subject to the Development Agreements.

3. Notwithstanding any term or provision of this Amendment to the contrary, the Authority's Development Termination Right shall be null and void and of no force and effect and the terms of Subparagraphs B(1)(i), (ii), (iii) and (iv) of this Amendment shall be deemed to be deleted if (a) the Authority ceases to

exist, (b) the Authority ceases to operate as an independent entity with respect to the Parcel 2 Development Area, the Parcel 3 Development Area and the Parcel 4 Development Area not subject in any materially adverse manner to the control of any other individual, entity, authority or governmental body other than as of the Date of this Amendment, (c) the Authority's interest under either Development Agreement shall pass or be transferred or conveyed to any other individual, entity, authority or governmental body, or (d) the Authority fails to comply with any term or provision or perform any obligation of the Authority under either Development Agreement within forty-five (45) days after receipt (or refusal of receipt) of written notification from the Developer of its default with regard to a particular term, provision or obligation under a Development Agreement.

4. Paragraph B(3)(a) of the Original Parcel 2 Development Agreement is hereby deleted in its entirety and shall be of no force and effect and the Authority shall deliver to the Developer concurrently with the execution of this Agreement the letter of credit in the amount of Seventy-Five Thousand Dollars (\$75,000.00) which the Authority is currently holding as a "Parcel 2 Development Deposit" pursuant to such Paragraph B(3)(a).

5. The last sentence of Paragraph B(14)(a) of both the Original Parcel 2 Development Agreement and the Original Parcel 3 and 4 Development Agreement is hereby deleted in its entirety and shall be of no force and effect.

6. Attached to the Original Parcel 3 and 4 Development Agreement as Exhibit B is a Master Plan Framework and Concept

Design, which has been subsequently revised and amended (hereinafter the "Concept Design Plan"). Within six (6) months after the Date of this Amendment, the Developer shall submit to the Authority for review and approval in accordance with Exhibit C to the Parcel 3 and 4 Development Agreement a revised Concept Design Plan for the undeveloped balance of the Parcel 3 Development Area which (a) permits tract by tract development, (b) provides an approach to development which otherwise enhances the potential for proceeding with additional phases of development by recognizing the economic limitations and feasibility restrictions of anticipated market conditions, (c) includes no less than between 300,000 and 450,000 square feet of gross floor area of permitted uses under Article 14.000 of the Cambridge Zoning Ordinance for the MXD District, including at least 50,000 square feet in total of retail and entertainment uses and at least 250,000 square feet of office uses and, in addition thereto, may include residential uses as permitted by the Cambridge Zoning Ordinance to the extent residential uses are economically feasible and nonrecourse conventional financing is available therefor, and (d) includes supporting service, parking and open space facilities required by the Parcel 3 and 4 Development Agreement and the Cambridge Zoning Ordinance.

7. Paragraph 1 and Paragraph 2 of the Parcel 2 Second Amendment are hereby deleted in their entirety and shall be of no further force and effect; provided, however, it is agreed that the previous application of such Paragraphs to Tract III of Parcel 2 (known as Ten Cambridge Center) for purposes of the conveyance of

Design, which has been subsequently revised and amended (hereinafter the "Concept Design Plan"). Within six (6) months after the Date of this Amendment, the Developer shall submit to the Authority for review and approval in accordance with Exhibit C to the Parcel 3 and 4 Development Agreement a revised Concept Design Plan for the undeveloped balance of the Parcel 3 Development Area which (a) permits tract by tract development, (b) provides an approach to development which otherwise enhances the potential for proceeding with additional phases of development by recognizing the economic limitations and feasibility restrictions of anticipated market conditions, (c) includes no less than between 300,000 and 450,000 square feet of gross floor area of permitted uses under Article 14.000 of the Cambridge Zoning Ordinance for the MXD District, including at least 50,000 square feet in total of retail and entertainment uses and at least 250,000 square feet of office uses and, in addition thereto, may include residential uses as permitted by the Cambridge Zoning Ordinance to the extent residential uses are economically feasible and nonrecourse conventional financing is available therefor, and (d) includes supporting service, parking and open space facilities required by the Parcel 3 and 4 Development Agreement and the Cambridge Zoning Ordinance.

7. Paragraph 1 and Paragraph 2 of the Parcel 2 Second Amendment are hereby deleted in their entirety and shall be of no further force and effect; provided, however, it is agreed that the previous application of such Paragraphs to Tract III of Parcel 2 (known as Ten Cambridge Center) for purposes of the conveyance of

said Tract III from the Authority to the Developer's designee shall remain unchanged.

8. The first sentence of the third paragraph of Paragraph A(2) of the Original Parcel 2 Development Agreement is amended by deleting therefrom all of the language after the phrase "...under the classification of Office uses" and before the phrase "but shall not include any uses which render the land...".

9. The following is added to the end of the first paragraph in Paragraph B(2)(a) of the Original Parcel 2 Development Agreement:

Notwithstanding the foregoing, if the gross floor area constructed or to be constructed on any Parcel 2 Individual Parcel is used or is to be used as allowed within the classification of Office Uses under any of the provisions of Section 14.212 of Article 14.000 of the Cambridge Zoning Ordinance, and if the total gross floor area constructed or to be constructed for any of such Office Uses (including any development of such Uses permitted under Section 14.322(5) of said Article 14.000) thereon and on all of the Parcel 2 Development Area at the time shall exceed five hundred thousand (500,000) square feet, then the Base Purchase Price for any such Parcel 2 Individual Parcel for which a Preliminary Design Phase submission is submitted after September 1, 1995 shall be calculated such that any excess of such gross floor area over said 500,000 square feet shall

have a Base Purchase Price equal to two hundred percent (200%) of the Base Purchase Price as otherwise determined pursuant to the terms of Paragraph B(2)(a) of the Original Parcel 2 Development Agreement at the time set forth in said Paragraph B(2)(a) for making such determination.

10. The following is added to the end of the first paragraph of Paragraph B(2) of the Original Parcel 3 and 4 Development Agreement:

Notwithstanding the foregoing, the Base Purchase Price for any Parcel 3 Individual Parcel for which a Schematic Design Phase submission is made after September 1, 1995 shall be one-hundred fifty percent (150%) of the Base Purchase Price as otherwise determined pursuant to Paragraph B(2) of the Original Parcel 3 and 4 Development Agreement at the time set forth in said Paragraph B(2) for making such determination.

11. The second paragraph in Paragraph B(4)(a), except for the last sentence thereof, in both the Original Parcel 2 Development Agreement and the Original Parcel 3 and 4 Development Agreement is hereby deleted in its entirety and shall be of no further force and effect. The Authority and the Developer acknowledge and agree that the Authority presently has no funds to perform further public improvements of the type described in the first paragraph of Paragraph B(4)(a) of the Original Parcel 2 Development Agreement and the Original Parcel 3 and 4 Development Agreement and it is agreed that while the Authority shall be under

no obligation to perform such public improvements, by notice given by the Authority to the Developer prior to the commencement of construction on either a Parcel 2 Individual Parcel or a Parcel 3 Individual Parcel, the Authority may, at its sole cost and expense, construct such public improvements which relate to such Parcel 2 Individual Parcel or Parcel 3 Individual Parcel, provided that if the Authority shall not so give such notice, the Developer may, but shall not be obligated to, make any part or all of such public improvements at its sole cost and expense so long as the same meet the standards therefor set out in Exhibit G of the applicable Development Agreement.

12. The first sentence of Paragraph B(11)(d) of both the Original Parcel 2 Development Agreement and the Original Parcel 3 and 4 Development Agreement is hereby deleted in its entirety and shall be of no further force and effect and the following shall be substituted therefor:

Subject to the prior written consent of the Authority, which consent shall not be unreasonably withheld or delayed, the Developer may form separate limited partnerships with respect to separate Individual Parcels and may admit, as limited partners, individuals or other business entities for the purpose of entering into supplemental land disposition contracts for Individual Parcels so long as either (i) Mortimer B. Zuckerman and Edward H. Linde are the general partners thereof or (ii) a corporation of which Mortimer B. Zuckerman and Edward H. Linde collectively own more than

fifty percent (50%) of the shares is the sole general partner thereof, provided that in either event Mortimer B. Zuckerman and Edward H. Linde (a) collectively, with the corporate general partner in the case of (ii) above, own more than fifty percent (50%) of the total partnership interests in each such partnership and (b) have absolute control and management of the carrying out of such supplemental land disposition contracts.

13. The Authority agrees to cooperate reasonably with the Developer, acting directly or through an affiliate or affiliates, in connection with efforts, consistent with the Development Agreements, to obtain permits or approvals or to determine if permits or approvals are required for any portion of Development Area Parcel 2 or Development Area Parcel 3 under Massachusetts General Laws Chapter 21E and 310 CMR 40.00 and any other federal, state or local law, rule or regulation relating to hazardous wastes or materials (collectively hereinafter referred to as "Hazardous Materials Laws"), including, without limitation, (a) signing applications for a so-called "Waiver of Approvals" under 310 CMR 40.537 as the owner of the land and (b) contacting and meeting with government officials and employees. The Developer shall pay the reasonable out-of-pocket expenses incurred by the Authority in performing its obligations under this Paragraph B(13), which expenses shall not include the cost of using the Authority's staff, provided that the Authority notifies the Developer in writing prior to incurring such expenses. The

Developer shall pay such expenses within fourteen (14) days after receipt of bills therefor.

14. Paragraph B(10) of both the Original Parcel 2 Development Agreement and the Original Parcel 3 and 4 Development Agreement is hereby deleted in its entirety, shall be of no further force and effect and shall be replaced with the following:

The Developer, acting directly or through an affiliate or affiliates, shall have a reasonable right of access at the Developer's sole cost and expense to any and all parts of the Parcel 2 Development Area (unless the Parcel 2 Development Agreement shall have been previously terminated) and the Parcel 3 Development Area (unless the Parcel 3 and 4 Development Agreement shall have been previously terminated) at the time owned by the Authority, to obtain data, make tests, make soil borings and the like, including, without limitation, conducting any activities required to determine if permits or approvals are necessary under Hazardous Material Laws or to obtain such permits or approvals or conducting activities pursuant to such permits or approvals or otherwise permitted under Hazardous Materials Laws (hereinafter referred to as "Hazardous Materials Activities"), provided that prior to entering upon a particular tract of land for Hazardous Materials Activities, the Authority and the Developer shall enter into a license agreement with respect to such tract of land in or substantially in the form attached hereto as Exhibit A;

provided, however, that at the option of the Developer, the Authority shall enter into such license agreement with the Redeveloper which the Developer proposes for such tract provided that the Developer enters into a guaranty to the Authority of the obligations of such Redeveloper under such license agreement and in such event all references in such license agreement to the Developer shall be deemed to be references to such Redeveloper. Any and all work performed pursuant to such license agreement, and any and all responsibility for injury (including death) to any person or damage to any property occurring on such site or sites during the performance of work pursuant to such license agreement, shall be at the sole expense and cost of the Developer and Redeveloper pursuant to the terms of such license agreement, but no charge shall be made by the Authority or any entity or individual claiming through the Authority to the Developer or Redeveloper or any person or entity claiming through either of them for the use of such area pursuant to such license agreement.

15. The second sentence of Paragraph B(1)(a) of the Original Parcel 3 and 4 Development Agreement is amended by deleting therefrom the first parenthetical clause "(or sooner by mutual agreement of the parties)," and substituting therefore the following parenthetical clause: "(or, at the election of the Developer, after approval by the Authority of the Schematic Design Phase submission for such improvements)," and by deleting the second parenthetical clause "(or sooner)" and substituting

therefore the following parenthetical clause: "(or the Schematic Design Phase if applicable)".

16. Section 9(e) of Part I of Exhibit F to the Original Parcel 3 and 4 Development Agreement, and the same section of Exhibit F to the Parcel 2 Development Agreement, are both hereby amended as follows:

a. Paragraph (1) of said Section 9(e) is amended by adding, after the words "Tract 2" in the first parenthetical thereof, the words "or any other subsequent tract."

2. Paragraph (3) of said Section 9(e) is amended by deleting the words "Construction Plans" and by substituting in lieu thereof the words "Preliminary Design Plans" in the Parcel 2 Development Agreement and the words "Schematic Design Plans" in the Parcel 3 and 4 Development Agreement and by adding at the end of the second full paragraph (which will hereinafter be the first full paragraph thereof) the following sentence:

Notwithstanding any other provision of the previous sentence, the Redeveloper shall not be in violation of any requirements or provisions thereof so long as any such improvements being constructed by the Redeveloper are shown on plans previously submitted to the Authority for review in accordance with the Development Agreement, notwithstanding that the Authority may not yet have approved such plans, provided that if the Authority has not previously approved such improvements and requires

changes to such plans in accordance with the terms of the Development Agreement in the final approved Construction Plans, the Redeveloper shall construct such improvements in accordance with such changed Construction Plans and if any of such changes required by the Authority necessitate changes in work already performed, the Redeveloper shall not be in violation of any requirement or provision of the previous sentence if the Redeveloper shall use due diligence to complete modifications to the work to comply with such changes required by the Authority.

17. Each of the Original Parcel 2 Development Agreement and the Original Parcel 3 and 4 Development Agreement is amended by adding after Paragraph B(6) thereof and before Paragraph B(7) thereof a new Paragraph B(6A) as follows:

6A. In respect to the development of improvements on any tract within a Development Area proposed by the Developer in accordance with the Development Agreement for such Development Area, in regard to which the Authority shall have given its approval to at least the first phase of design review plans submitted to it, the Authority agrees to provide to the Developer (and to the Redeveloper of such tract after the approval by the Authority of such a Redeveloper) a right to use a portion of the area within the Development Area (which may include but need not be limited to the proposed tract) for construction staging and other development

activities in regard to such improvements as a means of facilitating the development of such improvements. The area therefor shall be an area as reasonably proposed by the Developer as required for such activities, subject to the consent of the Authority which will not be unreasonably withheld or delayed. Such rights of use shall be provided for by the execution of a license agreement in or substantially in the form of Exhibit B attached hereto. Any and all work performed pursuant to such license agreement, and any and all responsibility for injury (including death) to any person or damage to any property occurring on such site or sites during the performance of work pursuant to such license agreement, shall be at the sole expense and cost of the Developer and Redeveloper pursuant to the terms of such license agreement, but no charge shall be made by the Authority or any entity or individual claiming through the Authority to the Developer or Redeveloper or any person or entity claiming through either of them for the use of such area pursuant to such license agreement.

18. Each of the Original Parcel 2 Development Agreement and the Original Parcel 3 and 4 Development Agreement is amended by modifying Section 9(i) of Part I of Exhibit F of each such Development Agreement as follows:

(a) By amending the first sentence thereof (1) by deleting the phrase "in any minor respect which does not interfere with" and substituting therefor the phrase "in any respect

which does not prevent": (2) by deleting the phrase "under terms satisfactory to the Authority which shall include an agreement by the Redeveloper to complete the Improvements in accordance with this Agreement"; and (3) by adding at the end of said sentence after the word "Agreement" the following phrase: "and simultaneously execute with the Authority an agreement providing for the completion of such Improvements, which escrow agreement the Authority agrees to execute and which escrow agreement shall be in or substantially in the form attached as Exhibit C hereto."

(b) By adding, at the end of the first sentence and before the second sentence of said Section 9(i), an additional sentence as follows: "In respect to the foregoing sentence, the Redeveloper shall be eligible for the issuance of a Certificate of Completion in the context of the execution of such an escrow agreement if it has completed the work on such Improvements consistent with plans approved therefor by the Authority sufficient to permit the use and occupancy of any part or all of such Improvements as evidenced by meeting the requirements of the Cambridge Department of Inspectional Services (or any successor agency thereto) for the issuance of a certificate of occupancy therefor, temporary or permanent, partial or for the entire improvements, the Authority further agreeing that it shall not object to the issuance of such a certificate by such agency for improvements eligible for a Certificate of Completion as aforesaid."

19. Each of the Original Parcel 2 Development Agreement and the Original Parcel 3 and 4 Development Agreement is amended by revising Section 9(r) of Part I of Exhibit F thereto as follows:

(a) By adding, at the end of the first clause thereof (which now ends with the words "prior to the issuance of a Certificate of Completion as herein provided;") an additional clause as follows: "nor shall anything herein prohibit, in the case of Improvements that include for sale housing units, the execution of reservation agreements between the Redeveloper and prospective purchasers of such units reserving to such prospective purchasers the right to enter into purchase and sale agreements for such units, nor of executing purchase and sale agreements for such units with prospective purchasers, nor of receiving under either such reservation agreements or such purchase and sale contracts the payment of deposits thereunder in accordance with the terms thereof;"

(b) By adding at the end of said Section 9(r) after the words "the total partnership interest" the following additional words: "or so long as said Mortimer B. Zuckerman and Edward H. Linde are, prior to such completion, the owners of more than fifty percent (50%) of the stock of a corporate entity that is the sole general partner in such a partnership and also own additional limited partnership interests such that, collectively, the limited partnership interests of Mortimer B. Zuckerman and Edward H. Linde and the general

partnership interest of such corporate general partner comprise more than fifty percent (50%) of the total partnership interest."

20. Each of the Original Parcel 2 Development Agreement and the Original Parcel 3 and 4 Development Agreement is amended by adding at the end of Paragraph B(7) thereof the following additional sentence:

The Developer shall have the right to request that the Authority, using its staff resources or consultants to the Authority at the time reasonably available for the purpose, perform work that is not the Authority's responsibility in the area of obtaining governmental approvals or in any other area related to proposed improvements to be constructed by the Developer in accordance with the Development Agreement, in which case the Authority may make it a pre-condition of performing such work that the Developer agree in writing to pay the costs thereof, stipulating the basis for such payments (e.g., stated fixed fee, hourly rate schedule, etc.); provided, however, that none of the foregoing shall relieve the Authority of the obligation to perform, with its own staff or with consultants, at the Authority's sole cost and expense, tasks that are the responsibility of the Authority under this Development Agreement. If such work is performed by a consultant of the Authority being paid by the Authority, the Authority upon receipt of a bill from such consultant shall forward a copy

thereof to the Developer and the Developer shall make payment to the Authority in the amount of such bill. If such work is performed by a consultant of the Authority being paid by the Developer, such consultant shall directly bill the Developer and the Developer shall pay such bills to such consultant. If such work is performed by the Authority's staff, the Authority shall bill the Developer in arrears no more frequently than monthly and the Developer shall pay such bills to the Authority. In the case of any such payment to be made by the Developer as aforesaid: (a) payment shall be made within fourteen (14) days after receipt of the bill or copy thereof by the Developer; (b) payment may be made by the Developer or any affiliate of the Developer; and (c) the Developer's obligation shall be only to pay bills for work and charges consistent with its agreement in writing with the Authority in regard to such work.

21. As soon as is reasonably practical after the execution of this Amendment, the Developer shall, acting directly or through an affiliate, enter into a lease with the Authority providing to the Authority approximately fifteen hundred (1,500) rentable square feet of office space (hereinafter the "Office Space") and at least five hundred (500) rentable square feet of basement storage space (hereinafter the "Storage Space") at a building in the Parcel 4 Development Area for a term of five (5) years which space shall be finished using building standard materials in a manner reasonably acceptable to both the Authority and the

Developer. The target commencement date of the term of such lease shall be established based on the date the landlord reasonably estimates that the work to be performed by the landlord of preparing the premises under such lease shall be completed, subject to matters beyond the Developer's or such affiliate's reasonable control. The Lease shall be in a form consistent with the standard form of lease executed by affiliates of the Developer for buildings in the Parcel 4 Development Area with tenants leasing approximately the same rentable area, except that (a) there shall be no rental charge made to the Authority during the term (including no fixed annual rental and no charges or escalations for taxes or operating costs, including, without limitation, normal heating, air-conditioning and cleaning services), and the Authority shall be obliged only to pay for services used within its premises such as telecommunications costs, tenant electricity, special services or after hours services provided by the landlord, and all costs of furnishings, repairs, renovations and the like during the term of the lease other than the original build-out of the space; (b) the Developer shall have the right, at any time, but not more than two (2) times during the term of the lease, to relocate the Office Space to other space of similar size and finish in another building in the Parcel 2 Development Area, the Parcel 3 Development Area or the Parcel 4 Development Area upon no less than sixty (60) days

written notice to the Authority of such intent to so relocate the Office Space followed by no less than fourteen (14) days written notice to the Authority of the date of such relocation, provided that the landlord intends to lease the Office Space then occupied by the Authority to an existing tenant in a building in the Parcel 2 Development Area, the Parcel 3 Development Area or the Parcel 4 Development Area or to a new tenant leasing space larger than the Office Space then occupied by the Authority and provided further that the Developer shall assume and agree to pay for the Authority's reasonable out-of-pocket moving costs and cost of printing new stationery and printing and mailing relocation notices if the relocated Office Space is in a different building;

(c) the Developer shall have the right, at any time and from time to time, to relocate the Storage Space to other space of similar size in another building in the Parcel 2 Development Area, the Parcel 3 Development Area or the Parcel 4 Development Area, or if (x) no storage space is available in any such building or (y) no storage space is available in any such building of a size the Authority is willing to accept, the Developer may terminate the lease as to the Storage Space, provided that in the event of either such relocation of the Storage Space or such termination of the lease as to the Storage Space (i) the Developer shall give the Authority no less than sixty (60) days written notice of the intent to so relocate the Storage Space or so terminate the lease

as to the Storage Space followed by no less than fourteen (14) days written notice of the date of such relocation or termination, (ii) the landlord intends to lease the Storage Space then occupied by the Authority to either a new or existing tenant in a building in the Parcel 2 Development Area, the Parcel 3 Development Area or the Parcel 4 Development Area which desires storage space or to a tenant which desires to use such space for a purpose other than storage, and (iii) the Developer shall assume and agree to pay the Authority's reasonable out-of-pocket moving expenses and (d) the Authority may terminate the lease at any time on thirty (30) days notice, and any notice from the Authority to the Developer terminating the rights of the Developer under either the Parcel 2 Development Agreement or the Parcel 3 and 4 Development Agreement shall also be deemed to be the giving of such a termination notice for the office space lease effective thirty (30) days after the date of such notice.

22. Each of the Parcel 2 Development Agreement and the Parcel 3 and 4 Development Agreement is amended by modifying Section 2(c) of Part I of Exhibit F of such Development Agreements by adding at the end thereof the following additional sentence:

In determining the amount of such payments to be paid by the Redeveloper to the Authority or otherwise prior to the date on which the Tract is assessed to the Redeveloper, the amount of the payment to be paid shall

be calculated as the product of (1) the tax rate for the applicable period and (2) an assessed value equal to the purchase price of the Tract calculated as set forth in this Agreement, and shall be prorated to reflect the actual length of each applicable period.

23. Section 9(z) of Part I of Exhibit F to both the Parcel 2 Development Agreement and the Parcel 3 and 4 Development Agreement is hereby amended by adding the following language after the parenthetical "(or trustee of any trust designated to hold title for the Redeveloper)": "or any officer, shareholder or director of the Redeveloper or of any partner of the Redeveloper."

24. The Developer and the Authority acknowledge and agree that pursuant to Paragraph B(2)(b) of the Original Parcel 2 Development Agreement, as amended by Paragraph 1 of the Parcel 2 Third Amendment, that the Developer has made an "Excess Parking Payment" (as defined in said Paragraph B(2)(b)) in the amount of One Hundred Fifty-Two Thousand Three Hundred Seventy-Nine Dollars (\$152,379.00). Notwithstanding any provision of said Paragraph B(2)(b) to the contrary, the Authority and the Developer hereby agree that (i) the Authority may retain such Excess Parking Payment and shall have no obligation to give any credit or refund to the Developer out of such Excess Parking Payment upon the execution of a supplemental land disposition contract, or otherwise, and (ii) the Developer shall have no obligation to make

any further Excess Parking Payment to the Authority in the event additional structured parking is lawfully built on the Parcel 2 Development Area after the Date of this Amendment.

25. Each of the Parcel 2 Development Agreement and the Parcel 3 and 4 Development Agreement is amended by modifying Exhibit C thereto as follows:

- a. Paragraph I(3) is amended by adding prior to the last sentence thereof the following sentence:

Notwithstanding the foregoing, the material submitted for informal review need not include any three dimensional building or mock-up models or any building material samples or manufacturer's product literature or similar information that may be required for formal review.

- b. Where submission requirements call for statements of compliance with the provisions of the Urban Renewal Plan, the Cambridge Zoning Ordinance or other applicable laws and regulations, the submission may alternatively include a specification of any variances or other changes or waivers that will be required for the proposed phase of development.
- c. Where proposed building materials are already included in existing buildings with the Development Area, no separate samples of same need be submitted.

- d. Where submission requirements call for identification of land boundaries, easements, rights of way, vertical elevations and the like, the general identification of same will suffice until such stage of plan review or other action (such as tract conveyance) at which more detailed information is required.
- e. Where submission requirements require perspective sketches, one sketch showing an appropriate perspective will suffice.
- f. The Authority shall not unreasonably withhold or delay its consent to submissions made pursuant to this Exhibit C.

26. The following language is added after the phrase "except by reason of death" in both the seventh line of Paragraph B(11)(c) and the thirteenth line of Paragraph B(11)(d) of both the Original Parcel 2 Development Agreement and the Original Parcel 3 and 4 Development Agreement: "or incapacity."

27. Section 9(a) of Part I of Exhibit F to the Parcel 3 and 4 Development Agreement is hereby amended by adding at the end thereof the following additional language:

[THE FOLLOWING ADDITIONAL SENTENCE SHALL BE ADDED AT THE END OF THIS PARAGRAPH TO EACH SUPPLEMENTAL LAND DISPOSITION CONTRACT FOR THE TRACT OR TRACTS THAT INCLUDE THE LAND LOCATED AT THE NORTHEAST CORNER OF THE

PARCEL 3 DEVELOPMENT AREA UPON WHICH A GASOLINE STATION AND AUTOMOBILE REPAIR FACILITY WAS LOCATED AS OF JANUARY 1, 1991: "Notwithstanding the foregoing, prior to the conveyance and delivery of possession of the Tract, the Authority shall at its expense remove all underground tanks, vaults, equipment, fixtures and improvements related to the operation of a gasoline station or automobile repair facility on such Tract and shall perform such other work and take such other actions as may be required by "Hazardous Materials Laws" (as defined in Amendment No. 7 to the Development Agreement) with regard to conditions on or under the Tract related to the operation of any such gasoline station or automobile repair facility."]

28. Except as herein amended, the Parcel 2 Development Agreement and the Parcel 3 and 4 Development Agreement shall remain unchanged and in full force and effect. All references to the "Parcel 2 Development Agreement" shall be deemed to be references to the Parcel 2 Development Agreement as herein amended and all references to the "Parcel 3 and 4 Development Agreement" shall be deemed to be references to the Parcel 3 and 4 Development Agreement as herein amended.

WITNESS the execution hereof under seal as of the day and
year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By Thomas J. Murphy
THOMAS J. MURPHY, VICE CHAIRMAN

CAMBRIDGE CENTER ASSOCIATES

By Mortimer B. Zuckerman
MORTIMER B. ZUCKERMAN, GENERAL
PARTNER

By Edward H. Linde
EDWARD H. LINDE, GENERAL PARTNER

EXHIBIT A

Cambridge Center Associates
c/o Boston Properties
8 Arlington Street
Boston, MA 02116

Re: Access Agreement, [INSERT NAME FOR DEVELOPMENT SITE SUBJECT TO LICENSE AGREEMENT]
Parcel [INSERT PARCEL OF KENDALL SQUARE URBAN RENEWAL AREA UPON WHICH THE DEVELOPMENT SITE SUBJECT TO THE LICENSE AGREEMENT IS LOCATED]

Gentlemen:

In order to allow you access to the property within Parcel [INSERT PARCEL OF KENDALL SQUARE URBAN RENEWAL AREA UPON WHICH THE DEVELOPMENT SITE SUBJECT TO THE LICENSE AGREEMENT IS LOCATED] of the Kendall Square Urban Renewal Area located at [INSERT STREET ADDRESS OF DEVELOPMENT SITE SUBJECT TO LICENSE AGREEMENT] and shown on the plan attached hereto as Exhibit A, being the site of the proposed [INSERT NAME FOR DEVELOPMENT SITE SUBJECT TO LICENSE AGREEMENT] under the Development Agreement, dated as of [INSERT DATE OF APPLICABLE DEVELOPMENT AGREEMENT AND AMENDMENTS THERETO] (the "Development Site"), for the purpose of your conducting [INSERT DESCRIPTION OF HAZARDOUS MATERIALS ACTIVITIES] under [INSERT HAZARDOUS MATERIALS LAW PURSUANT TO WHICH HAZARDOUS MATERIALS ACTIVITIES ARE TO BE CONDUCTED] (the "CCA Activities"), the parties hereto, by their respective undersigned duly authorized representatives, hereby enter into this access agreement (the "Access Agreement").

The parties hereto hereby agree as follows:

(1) The Authority hereby grants Cambridge Center Associates ("CCA"), and its agents and affiliates, [INSERT NAMES OF CONSULTANTS APPROVED BY THE AUTHORITY] and such other consultants as CCA may choose, subject to the approval of the Authority, to perform studies, and [INSERT NAMES OF CONTRACTORS APPROVED BY THE AUTHORITY] and such other contractors (the "Cleanup Contractors") as CCA may choose, subject to the approval of the Authority, to perform work (the approval of such other consultants and such contractors not to be unreasonably withheld or delayed), and their respective employees, agents and authorized subcontractors and permittees, a temporary license to enter and use the Development Site for the purpose of carrying out the CCA Activities and for the temporary storage and stockpiling of Parcel [INSERT PARCEL OF KENDALL SQUARE URBAN RENEWAL AREA UPON WHICH THE DEVELOPMENT SITE SUBJECT TO THE LICENSE AGREEMENT IS

LOCATED] soils and materials related to the CCA Activities. In addition, the Authority hereby grants CCA and its agents and affiliates, [INSERT NAMES OF CONSULTANTS APPROVED BY THE AUTHORITY] and such other consultants as CCA may choose, subject to the approval of the Authority, to perform geotechnical studies, [INSERT NAMES OF CONTRACTORS APPROVED BY THE AUTHORITY] and such other contractors (hereinafter for purposes of performing services in furtherance of geotechnical studies referred to also as "Cleanup Contractors") as CCA may choose, subject to the approval of the Authority, to perform services in furtherance of the geotechnical studies (the approval of such other consultants and such other contractors not to be unreasonably withheld or delayed), and their respective employees, agents and authorized subcontractors and permittees, a temporary license to enter and use the Development Site for the purpose of carrying out, subject and in accordance with any and all applicable requirements of [INSERT APPLICABLE GOVERNMENTAL AUTHORITY PURSUANT TO WHOSE REQUIREMENTS THE CCA ACTIVITIES ARE TO BE CONDUCTED] [INSERT DESCRIPTION OF GEOTECHNICAL STUDIES TO BE PERFORMED].

(2) CCA shall be responsible for and pay all of CCA's costs and expenses of the CCA Activities, all of the costs and expenses of CCA's consultants and contractors with regard to the CCA Activities, all of the costs of any services, requested by CCA, of the Authority's consultants and attorneys with regard to the CCA Activities.

(3) It is agreed that with respect to the CCA Activities CCA shall be the owner of any soils or materials excavated from and not replaced on the Development Site, and that CCA shall ensure that the excavation, treatment, transport, storage/stockpiling and/or disposal of any soils or materials excavated from the Development Site, whether or not replaced thereon, is properly and safely performed according to applicable soil/materials management plan(s) prepared by CCA's environmental consultants and any applicable Federal and state approvals, and in accordance with all applicable Federal and state laws, regulations and guidelines. CCA's responsibilities shall include, without limitation, the review for accuracy and signing of any manifests and/or bills of lading required by such contaminated soils or materials transported off-site.

(4) [IF A WAIVER OF APPROVALS FOR THE DEVELOPMENT SITE HAS BEEN OR WILL BE FILED UNDER 310 C.M.R. 40.537 START SENTENCE WITH "Except as may result under applicable law from the filing by CCA of CCA's waiver application under 310 C.M.R. 40.537"] This agreement shall not constitute any admission of liability or responsibility by CCA for any contamination on the Development Site preexisting this agreement, subject, however, to the terms and provisions of the aforementioned Development Agreement, as

amended, and shall be without prejudice to each party's respective rights and remedies to claim and recover reimbursement, in whole or in part, from any entity other than a party hereto.

(5) Except as required by law, (i) CCA shall not submit, and shall require its agents, affiliates and the Cleanup Contractors not to submit, to [INSERT APPLICABLE GOVERNMENTAL AUTHORITY PURSUANT TO WHOSE REQUIREMENTS THE CCA ACTIVITIES ARE TO BE CONDUCTED] any report or other information related to the Development Site without furnishing a copy to the Authority at least 48 hours in advance except in the case of emergency or other direction by [INSERT APPLICABLE GOVERNMENTAL AUTHORITY PURSUANT TO WHOSE REQUIREMENTS THE CCA ACTIVITIES ARE TO BE CONDUCTED] in which case CCA, or its agents, affiliates or the Cleanup Contractors, shall use best efforts to furnish such copy to the Authority in advance as promptly as practicable and in any event within 48 hours after the submission to [INSERT APPLICABLE GOVERNMENTAL AUTHORITY PURSUANT TO WHOSE REQUIREMENTS THE CCA ACTIVITIES ARE TO BE CONDUCTED]; and (ii) CCA shall give, and shall require its agents, affiliates and the Cleanup Contractors to give, notice to the Authority reasonably in advance of any meeting or telephone conference with [INSERT APPLICABLE GOVERNMENTAL AUTHORITY PURSUANT TO WHOSE REQUIREMENTS THE CCA ACTIVITIES ARE TO BE CONDUCTED] related to the Development Site and an opportunity to participate therein.

Except as required by law, during the period when CCA shall have the right to acquire or has acquired the Development Site, (i) the Authority shall not submit any report or other information related to the Development Site to [INSERT APPLICABLE GOVERNMENTAL AUTHORITY PURSUANT TO WHOSE REQUIREMENTS THE CCA ACTIVITIES ARE TO BE CONDUCTED] without furnishing a copy to CCA at least 48 hours in advance except in the case of emergency or other direction by [INSERT APPLICABLE GOVERNMENTAL AUTHORITY PURSUANT TO WHOSE REQUIREMENTS THE CCA ACTIVITIES ARE TO BE CONDUCTED] in which case the Authority shall use best efforts to furnish such copy to CCA in advance as promptly as practicable and in any event within 48 hours after the submission to [INSERT APPLICABLE GOVERNMENTAL AUTHORITY PURSUANT TO WHOSE REQUIREMENTS THE CCA ACTIVITIES ARE TO BE CONDUCTED]; and (ii) the Authority shall give notice to the CCA reasonably in advance of any meeting or telephone conference with [INSERT APPLICABLE GOVERNMENTAL AUTHORITY PURSUANT TO WHOSE REQUIREMENTS THE CCA ACTIVITIES ARE TO BE CONDUCTED] related to the Development Site and an opportunity to participate therein.

(6) The temporary license granted hereby shall commence upon the date hereof and shall continue until completion of the CCA 21E Activities to the satisfaction of [INSERT APPLICABLE GOVERNMENTAL AUTHORITY PURSUANT TO WHOSE REQUIREMENTS THE CCA

ACTIVITIES ARE TO BE CONDUCTED] or, if earlier, upon the conveyance of the Development Site by the Authority to CCA or any of its affiliates.

(7) The Authority makes no representation whatsoever with respect to the present or future condition of the Development Site, or its suitability for uses or purposes contemplated hereby or by the aforementioned Development Agreement, as amended, and shall not be liable to CCA, or any of its agents or affiliates, the Cleanup Contractors, or any other person or firm for any injury, loss or damage in or about the Development Site resulting from the condition of the Development Site as of the date of this Agreement or resulting from the CCA Activities. CCA shall indemnify and hold the Authority harmless from and against any and all loss, damage, expense or liability incurred, suffered or claimed on account of the CCA Activities and on account of any injury (including death) of any person or any damage to property, however caused, occurring or alleged to have occurred on account of any condition on the Development Site resulting from the CCA Activities or use of the Development Site or any portion thereof at any time by CCA, or any of its affiliates, the Cleanup Contractors, their respective employees, agents, and authorized subcontractors and permittees, and any persons or firms dealing with any of them in any way. Neither CCA nor any of its agents or affiliates nor the Cleanup Contractors shall make any claim against the Authority or the City of Cambridge for any loss, damage or expense arising out of the implementation of the CCA Activities by CCA, or any of its agents and affiliates, or the Cleanup Contractors, or arising out of the use of the Development Site for such purpose by CCA, or any of its agents and affiliates, or the Cleanup Contractors or arising out of the condition of the Development Site except to the extent caused by the activities of the Authority or any of its agents, employees or contractors other than CCA and its agents and affiliates.

(8) The Authority agrees that, as a condition precedent to the obligations of CCA under Paragraph 7, the Authority shall promptly provide CCA with written notice of any claim or demand which could give rise to the obligations under Paragraph 7 and an opportunity to defend against any such claim or demand. Such notice shall specify the facts giving rise to the claim and the alleged basis of the claim, and the amount (to the extent then determinable) of the claim of liability. CCA agrees that in any action, suit or proceeding brought against the Authority, the Authority may be represented by counsel of its choice without affecting or otherwise impairing the obligations of CCA under Paragraph 7 and, to the extent fees and disbursements of the Authority's counsel are reasonably incurred in protecting the Authority's interest, CCA shall pay such fees and disbursements. The Authority agrees that the defense of any such action, suit or proceeding shall be controlled by CCA and that the Authority will

not settle or otherwise compromise any such action, suit or proceeding without giving CCA timely notice of any such action and the opportunity to participate with the Authority in any settlement negotiations. Such participation of CCA shall not affect the Authority's right to compromise or otherwise settle such action, suit or proceeding independently from CCA so long as the Authority obtains the prior written consent of CCA to such compromise or settlement, which consent shall not be unreasonably withheld or delayed. If, without obtaining the prior consent in writing of CCA, the Authority compromises or otherwise settles claims against the Authority which could give rise to obligations of CCA under Paragraph 7, then whether or not legal proceedings have been commenced, any such compromise or settlement without the consent of CCA shall not be covered by Paragraph 7.

(9) In regard to its own activities and those of its agents and affiliates, CCA shall have exclusive responsibility for fire, police and any other safety and health protection for persons and property in connection with its use of the Development Site, and there shall be no liability whatsoever on the part of the Authority in connection therewith. CCA shall, or shall cause the Cleanup Contractors to, procure prior to entering upon the Development Site, and keep in effect during the period of this Access Agreement, public liability insurance, at no cost or expense to the Authority, which insurance shall also name the Authority as a party insured, with limits of not less than \$1,000,000/\$5,000,000 against claims for injury to or death of one or more than one person, not less than \$500,000 against claims for property damage, and not less than \$50,000 for medical payments due to alleged incidents occurring or resulting from operations under this Access Agreement on or about the Development Site or the sidewalks abutting the same. CCA shall, or shall cause the Cleanup Contractors to, furnish a certificate or certificates of such insurance coverage to the Authority promptly upon the execution of this Access Agreement and from time to time thereafter, evidencing the maintenance of such coverage during the period of this license.

(10) The Authority reserves the right to have its agents and authorized representatives enter upon and inspect the Development Site at any and all times and to have any contractor or subcontractor engaged or to be engaged in the construction of any public improvements enter upon and utilize such part or parts of the Development Site as shall be reasonably appropriate for such work provided that none of the foregoing shall unreasonably interfere with the CCA Activities.

(11) Neither CCA nor any of its agents or affiliates nor the Cleanup Contractors nor any other party acting under any of them shall block or otherwise interfere with ingress or egress from other portions of the Kendall Square Urban Renewal Project

Area. CCA shall, or shall cause its agents and affiliates to, use their respective best efforts to ensure that the CCA Activities do not interfere with other neighboring uses, traffic and businesses, in or in the vicinity of the Project Area and/or with activities of the Authority, the City, the Federal Government, or their respective redevelopers or contractors.

(12) CCA shall, at its own expense, cause the Development Site to be suitably fenced or otherwise appropriately enclosed. In the event that the Authority or City or any contractor or subcontractor engaged or to be engaged in the installation of any public improvements believes it to be reasonably necessary for its purposes as contemplated for the Kendall Square Urban Renewal Project, it may, after notice to CCA, temporarily remove part of such fencing or enclosure but shall promptly after the completion of its installation restore the same to its original position.

(13) Prior to the exercise by the Cleanup Contractors of any rights hereunder, a duplicate conformed copy of this letter concurred in by the Cleanup Contractors shall be provided to the Authority. The termination of any contract with the Cleanup Contractors shall terminate its right to enter upon and use the Development Site hereunder but shall not relieve the Cleanup Contractors from any liabilities or obligations previously accrued or for matters occurring or claims arising out of acts or omission, prior to the termination of such contract.

(14) CCA shall restore or replace, at its expense, any existing plantings, irrigation, lighting or other facilities, whether temporary or permanent, located within or outside of the boundaries of the Development Site, which are damaged, destroyed or affected in any way by the activities related to the work performed under this Access Agreement. All such restoration or replacement shall be done in accordance with the plans and specifications set forth in any site preparation contract(s) under which any such facilities were installed and shall be subject to monitoring and approval by the Authority.

(15) CCA and the Cleanup Contractors shall be responsible for keeping the pedestrian walkways and streets abutting the Development Site safe and clean from actions and debris from the Development Site and in accordance with the maintenance criteria to be approved by the Authority which approval will not be unreasonably withheld or delayed. Boston Properties shall be an authorized agent for CCA in this regard.

(16) CCA, or its agents, and affiliates, along with the Cleanup Contractors, shall meet with representatives of the Authority as often as the Authority may reasonably request, in order to review matters related to activities under this Access Agreement.

(17) Notwithstanding anything herein contained to the contrary in the event that any affiliate of CCA ("Development Site Affiliate") shall enter into a Supplemental Land Disposition Contract ("SLDC") with the Authority for the purchase and development of the Development Site, shall pay to the Authority the full amount of the purchase price for the Development Site as required and in accordance with the terms of the SLDC, and shall acquire title to the Development Site pursuant to the SLDC, then after the issuance of any certificate of completion for the Development Site by the Authority to the Development Site Affiliate, neither CCA, the Development Site Affiliate nor any affiliates, trustees, beneficiaries, partners, officers, certificate holders, holders of beneficial interest, employees or principals from time to time of CCA or the Development Site Affiliate shall be personally liable to the Authority, or any party claiming through or under the Authority, for any actions or obligations with respect to the provisions of this Agreement or any breach thereof (except the last sentence of Paragraph 7 hereof) or for the payment of any monetary obligations to the Authority, the Authority specifically agreeing to look with respect to such liabilities and obligations to CCA's and the Development Site Affiliate's then interest in the Development Site and in the buildings and improvements from time to time constructed thereon. Nothing contained in this Agreement shall require a Development Site Affiliate to enter into a Development Site SLDC with the Authority or purchase the Development Site from the Authority pursuant to a Development Site SLDC.

(18) This Access Agreement shall be governed by the laws of The Commonwealth of Massachusetts. The invalidity of any term or condition of this Agreement shall not invalidate any remaining terms or conditions of this Agreement. Neither CCA nor any of its affiliates shall assign its rights, obligations, duties or responsibilities under this Agreement except upon the prior written consent of the Authority in each instance.

If this Access Agreement reflects our mutual understanding, please sign and return to the undersigned the enclosed duplicate copy.

Sincerely yours,

CAMBRIDGE REDEVELOPMENT AUTHORITY

BY: _____
Joseph F. Tulimieri
Executive Director

Accepted and agreed, as of the ____ day of _____, ____:

CAMBRIDGE CENTER ASSOCIATES

By: _____
Mortimer B. Zuckerman, General Partner

Edward H. Linde, General Partner

CLEANUP CONTRACTOR CONCURRENCE

Concurred in this ____ day of _____, ____:

(CLEANUP CONTRACTOR)

By: _____

Name _____

Title _____

HEREUNTO DULY AUTHORIZED

EXHIBIT B

CONSTRUCTION STAGING LICENSE AGREEMENT

Mr. Joseph F. Tulumieri
Executive Director
Cambridge Redevelopment Authority
336 Main Street
Cambridge, Massachusetts 02142

Re: License Agreement for Staging Area
for Construction on Tract [INSERT ROMAN NUMERAL
DESIGNATION OF TRACT TO BE CONVEYED] of
Parcel [INSERT PARCEL OF KENDALL SQUARE URBAN RENEWAL
AREA UPON WHICH THE TRACT TO BE CONVEYED IS LOCATED]

Kendall Square Urban Renewal Area
Project No. Mass. R-107

Dear Mr. Tulumieri:

In furtherance of the Development Agreement, dated as of [INSERT DATE OF APPLICABLE DEVELOPMENT AGREEMENT AND AMENDMENTS THERETO] by and between the Cambridge Redevelopment Authority (hereinafter the "Authority") and Cambridge Center Associates (hereinafter "CCA") for the development of Parcel [INSERT PARCEL OF KENDALL SQUARE URBAN RENEWAL AREA UPON WHICH THE TRACT TO BE CONVEYED IS LOCATED] ("Parcel [INSERT PARCEL OF KENDALL SQUARE URBAN RENEWAL AREA UPON WHICH THE TRACT TO BE CONVEYED IS LOCATED]") of the Kendall Square Urban Renewal Area, an affiliate of CCA, [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] has entered into a Supplemental Land Disposition Contract (hereinafter the "SLDC") with the Authority dated _____ concerning the purchase of Tract [INSERT ROMAN NUMERAL DESIGNATION OF TRACT TO BE CONVEYED] ("Tract [INSERT ROMAN NUMERAL DESIGNATION OF TRACT TO BE CONVEYED]") within Parcel [INSERT PARCEL OF KENDALL SQUARE URBAN RENEWAL AREA UPON WHICH THE TRACT TO BE CONVEYED IS LOCATED]. Tract [INSERT ROMAN NUMERAL DESIGNATION OF TRACT TO BE CONVEYED] is shown on a plan (the "Licensed Premises Plan") entitled [INSERT DESCRIPTION OF PLAN SHOWING THE LICENSED PREMISES] a copy of which is attached hereto. Concurrently with the execution of this license agreement, Tract [INSERT ROMAN NUMERAL DESIGNATION OF TRACT TO BE CONVEYED] shall be conveyed from the Authority to [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] pursuant to the SLDC. [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] shall construct certain improvements (referred to in the SLDC and hereinafter referred to as the

"Improvements") on Tract [INSERT ROMAN NUMERAL DESIGNATION OF TRACT TO BE CONVEYED] in accordance with construction plans approved by the Authority pursuant to the SLDC (referred to in the SLDC and hereinafter referred to as the "Construction Plans").

[INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] has requested that the Authority permit the general contractor which [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] selects to construct the Improvements, or any other additional general contracting firm or firms employed by [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] or CCA, in each case with the prior consent of the Authority, which consent shall not be unreasonably withheld or delayed, (hereinafter, collectively the "General Contractor") and their subcontractors, to utilize certain land on Parcel [INSERT PARCEL OF KENDALL SQUARE URBAN RENEWAL AREA UPON WHICH THE TRACT TO BE CONVEYED IS LOCATED] owned by the Authority temporarily for staging, storage, and similar purposes related to the construction of the Improvements.

[INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] requests that the Authority cooperate with [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] in this matter and permit such temporary uses thereof upon the following understandings:

(1) The Authority hereby grants [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED], CCA, the General Contractor, utility companies and their respective employees, agents, and authorized subcontractors and permittees, a temporary license to use that area shown on the Licensed Premises Plan as the Licensed Premises [WHICH AREA SHALL BE DETERMINED BY CCA, SUBJECT TO THE REASONABLE APPROVAL OF THE AUTHORITY, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED] (the "Licensed Premises") for the purpose of carrying on activities related to the construction of the Improvements in accordance with the Construction Plans. Construction of the Improvements will be performed in accordance with the Construction Plans and a building permit to be issued by the City of Cambridge authorizing such construction.

(2) The Authority represents to [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] that it owns the Licensed Premises and is entitled to grant this license.

(3) The Licensed Premises shall be used solely and exclusively for the staging of construction, storage of soil, materials and equipment, and similar construction purposes (but not for automobile parking) in connection with the construction by [INSERT

NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] of the Improvements pursuant to the SLDC between the Authority and [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] [IF A LICENSE AGREEMENT IS ENTERED INTO PURSUANT TO PARAGRAPH 14 OF THE AMENDMENT TO DEVELOPMENT AGREEMENTS ADD "and in connection with activities permitted by the License Agreement dated _____ between CCA and the Authority concerning Tract [INSERT ROMAN NUMERAL DESIGNATION OF TRACT TO BE CONVEYED]". Neither [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] nor the General Contractor shall disturb the subsurface soils on the Licensed Premises.

(4) The temporary license granted hereby shall commence upon the date hereof and shall continue until the completion of the Improvements or the conveyance to CCA or an affiliate of CCA of the land on which the Licensed Premises lies whichever shall first occur.

(5) The Authority makes no representation whatsoever with respect to the present or future condition, or suitability for the uses and purposes contemplated hereby, of the Licensed Premises and shall not be liable to [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED], the General Contractor or any other person or firm for any injury, loss, or damage in or about the Licensed Premises. [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] and the General Contractor shall jointly and severally indemnify, defend, and hold the Authority and the City of Cambridge harmless from and against any and all loss, damage, expense, or liability incurred, suffered or claimed on account of any injury (including death) of any person or any damage to property, however caused, occurring or alleged to have occurred which arises out of or in connection with the use of the Licensed Premises at any time by [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED], the General Contractor, their respective employees, agents, and authorized subcontractors and permittees, and any persons or firms dealing with [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED], the General Contractor, their respective employees, agents, and authorized subcontractors and permittees or any of them in any way. Neither [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] nor any of its agents or affiliates nor the General Contractor shall make any claim against the Authority or the City of Cambridge for any loss, damage or expense arising out of any such use of the Licensed Premises. The remedies provided herein are in addition to other remedies available under law.

(6) [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] and the General Contractor shall have exclusive responsibility for fire, police, and other safety and health protection for persons and property in connection with the use of the Licensed Premises, and there shall be no liability whatsoever on the part of the Authority in connection therewith. [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] shall, or shall cause the General Contractor to, procure prior to taking possession of the Licensed Premises, and keep in effect during the period of this license, insurance, at no cost or expense to the Authority, which insurance shall also name the Authority as party insured, including public liability insurance with limits of not less than \$1,000,000/\$5,000,000 against claims for injury to or death of one or more than one person, not less than \$500,000 against claims for property damage, and not less than \$50,000 for medical payments due to alleged incidents occurring or resulting from operations under this license on or about the Licensed Premises or the sidewalks abutting the same. [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] shall, or shall cause the General Contractor to, furnish a certificate or certificates of such insurance coverage to the Authority promptly upon the execution of this license agreement and from time to time thereafter, evidencing the maintenance of such coverage during the period of this license.

(7) The Authority reserves the right to have its agents and authorized representatives and interested or prospective redevelopers designated by the Authority enter upon and inspect the Licensed Premises at any and all times, and to have any contractor or subcontractor engaged or to be engaged in the construction of any public improvements enter upon and utilize such part or parts of the Licensed Premises as shall be reasonably appropriate for such work.

(8) Neither [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] nor the General Contractor nor any party acting under either of them shall block or otherwise interfere with ingress or egress from other portions of the Kendall Square Urban Renewal Project Area, including premises owned or occupied by the City, Federal Government, MBTA, or the Authority. [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] and the General Contractor shall also use their best efforts, respectively, not to interfere with other neighboring uses, traffic and businesses, in or in the vicinity of the Area and/or with activities of the Authority, the City, the Federal Government, the MBTA, or their respective redevelopers or contractors.

(9) Upon the expiration of this license for any reason other than the conveyance of the Licensed Premises to CCA, [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] shall, and shall cause the General Contractor to, vacate and surrender the possession of the Licensed Premises, promptly, or shall cause the same to be promptly vacated and surrendered, peaceably and in at least as good order and condition as at the commencement of this license, and shall remove, or cause the removal of, any construction work. Neither [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] nor the General Contractor nor any person or corporation shall be entitled, by reason of its use of any land hereunder, to receive any relocation payment for its moving expenses, loss of property or otherwise.

(10) [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] shall at its expense cause the Licensed Premises to be suitably fenced or otherwise appropriately enclosed as shown on the attached plan and as may be revised by [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED], subject to prior review and written approval by the Authority. In the event that the Authority or the City or any contractor or subcontractor engaged or to be engaged in the installation of any public improvements believes it to be reasonably necessary for its purposes as contemplated for the Kendall Square Urban Renewal Project, it may, after notice to [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED], temporarily remove part of such fencing or enclosure but shall promptly restore the same to its original position.

(11) Prior to the exercise by a General Contractor of any rights hereunder, a duplicate conformed copy of this letter concurred in by the General Contractor shall be provided to the Authority. The termination of any construction contract with a General Contractor shall terminate its right to enter upon and use the Licensed Premises hereunder, but shall not relieve the General Contractor from any liabilities or obligations previously accrued or for matters occurring or claims arising out of acts or omissions, prior to the termination of such construction contract.

(12) [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED], at its expense, shall restore or replace any existing plantings, irrigation, lighting, or other facilities, whether temporary or permanent, located outside of the boundaries of the Licensed Premises which are damaged, destroyed, or affected in any way by activities related to the work performed under this agreement. All such restoration or replacement shall be done in accordance with the plans and specifications set forth in the site

preparations contract(s) under which the facilities were installed, and shall be subject to monitoring and approval by the Authority.

(13) [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] and its General Contractor shall be responsible for keeping the pedestrian walkways and streets abutting the Licensed Premises safe and clean from actions and debris from the Licensed Premises in accordance with maintenance criteria to be approved by the Authority which approval will not be unreasonably withheld or delayed.

(14) [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] and its General Contractor shall meet with representatives of the Authority as often as the Authority may reasonably request, in order to review matters related to construction coordination and activities under this License Agreement.

If the Authority is willing to cooperate with the use by [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED] and its General Contractor of the Licensed Premises on the foregoing terms and conditions, kindly have a duplicate copy of this letter signed by the Authority and returned to [INSERT NAME OF CCA'S AFFILIATE WHICH WILL ENTER INTO AN SLDC WITH THE AUTHORITY FOR THE TRACT TO BE CONVEYED], thereby indicating the acceptance hereof and constituting this letter a license agreement on such terms and conditions.

Sincerely yours,

[INSERT NAME OF CCA'S AFFILIATE
WHICH WILL ENTER INTO AN SLDC WITH
THE AUTHORITY FOR THE TRACT TO BE
CONVEYED]

By: [INSERT NAME OF GENERAL PARTNER OF
CCA'S AFFILIATE WHICH WILL ENTER INTO
AN SLDC WITH THE AUTHORITY FOR THE
TRACT TO BE CONVEYED]

Accepted and agreed, as of the _____ day of _____, ____:
CAMBRIDGE REDEVELOPMENT AUTHORITY

By: _____
Chairman

Concurred in, this _____ day of _____, ____:
(GENERAL CONTRACTOR)

Name: _____

By: _____
Title:
Thereunto duly authorized

EXHIBIT C

ESCROW AGREEMENT

AGREEMENT made as of the ____ day of _____, _____, by and between the Cambridge Redevelopment Authority (the "Authority"), a public body, corporate and politic, duly organized and existing pursuant to the General laws of Massachusetts, having its principal office at 336 Main Street, Cambridge, Massachusetts and [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED], a Massachusetts limited partnership, which has as its general partner [INSERT NAME OF GENERAL PARTNER OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED], having its office c/o Boston Properties at 8 Arlington Street, Boston, Massachusetts.

W I T N E S S E T H :

WHEREAS, [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] and the Authority are parties to a Supplemental Land Disposition Contract dated _____, _____ (the "SLDC"), pursuant to which the Authority conveyed to [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] the [INSERT PARCEL NUMBER OF TRACT CONVEYED] Individual Parcel (the "Land") of Parcel [INSERT PARCEL OF KENDALL SQUARE URBAN RENEWAL AREA UPON WHICH THE TRACT CONVEYED IS LOCATED] of the Kendall Square Urban Renewal Project Area by Deed dated _____, _____ and recorded with the Middlesex South District Registry of Deeds in Book _____, Page _____;

WHEREAS, [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] has been constructing certain improvements (the "Improvements") in accordance with plans and specifications therefor, more particularly described in the SLDC;

WHEREAS, [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] has represented to the Authority that, except for those incomplete items of work (the "Work") described in Exhibit A [WHICH EXHIBIT A SHALL BE PREPARED BY THE CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED, SUBJECT TO THE APPROVAL OF THE AUTHORITY, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED] annexed hereto and made a part hereof, all of the Improvements required to be constructed in accordance with the provisions of the SLDC have been completed;

WHEREAS, [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] has requested that the Authority issue a certificate (the "Certificate of Completion") certifying as to the completion of the Improvements constructed on the Land, in accordance with the provisions of the SLDC; and

WHEREAS, the Authority would not agree to issue its Certificate of Completion unless [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] agreed to make the escrow deposit and complete the Work under the terms and conditions of this Escrow Agreement;

NOW, THEREFORE, in consideration of these presents and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Authority, by its execution of this Agreement, acknowledges receipt of an unconditional and irrevocable letter of credit (the "Letter of Credit"), in the face amount of [INSERT AMOUNT EQUAL TO THE COST TO PERFORM THE WORK USING STANDARD REGULAR-TIME CONSTRUCTION PRACTICES PLUS AN AMOUNT EQUAL TO TWENTY PERCENT (20%) OF SUCH COST, AS REASONABLY ESTIMATED BY THE AFFILIATE OF CCA WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED, SUCH AMOUNT BEING SUBJECT TO THE APPROVAL OF THE AUTHORITY, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED] issued to the Authority by [INSERT NAME OF BANK WHICH SHALL ISSUE THE LETTER OF CREDIT, WHICH BANK SHALL BE SELECTED BY THE AFFILIATE OF CCA WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED, SUBJECT TO THE APPROVAL OF THE AUTHORITY, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED] (the "Bank"), which Letter of Credit shall be held and disposed of in accordance with the provisions of this Agreement.

2. The Authority herewith delivers to [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] its Certificate of Completion in the form of Exhibit B annexed hereto and made a part hereof, which Certificate of

Completion [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] shall be entitled to record.

3. [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] hereby covenants and agrees to complete in a good and workmanlike manner, and in accordance with plans and specifications approved previously by the Authority pursuant to the SLDC and free and clear of any claims or liens for labor or materials, on or before [INSERT DATE REASONABLY ESTIMATED BY [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] WHEN THE WORK SHOULD BE COMPLETED USING STANDARD REGULAR-TIME CONSTRUCTION PRACTICES, SUCH DATE BEING SUBJECT TO THE APPROVAL OF THE AUTHORITY, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED], which date shall be automatically extended for such periods of time as the completion of the Work is delayed because of causes beyond [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the Government (including, without limitation, the delay or refusal of any governmental authority to issue permits, approvals and the like when the application therefor conforms to all legal requirements and is based upon plans approved by the Authority), acts of the Authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, delays of

contractors or subcontractors or materials shortages (such date, as it may be so extended, being hereinafter referred to as the "Completion Date"), the Work described in Exhibit A hereto. Upon completion of the Work as aforesaid, [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] or the Mortgagee (hereinafter defined), as the case may be, shall certify in writing to the Authority that the Work has been completed as aforesaid. Upon completion of the Work described in Exhibit A hereto, the Authority, promptly after receipt of such certification and the determination by the Authority that the Work has been completed, which determination shall not be unreasonably withheld or delayed, shall surrender the Letter of Credit to the certifying party. If the party certifying to completion of the Work does not receive any objections in writing from the Authority to its certificate so certifying to completion of the Work within five (5) Business Days (hereinafter defined) after receipt by the Authority of such certifying party's completion certificate, then, for all purposes hereof, completion of the Work shall be deemed to have occurred. As used herein, "Business Days" shall mean a day when federally chartered banks in Boston, Massachusetts are open for business.

4. If [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] fails to complete the Work as aforesaid, the Authority, or the holder of a first mortgage on the Land and Improvements whose identity and address shall have been furnished previously to the Authority (hereinafter

called the "Mortgagee"), shall have the right to convert that amount of the Letter of Credit attributable to the Work not completed by the Completion Date into cash (the "Cash Proceeds") and shall forthwith return to [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] the remainder of Letter of Credit attributable to the Work completed by the Completion Date, but only upon the following terms and conditions:

(i) If the Work shall not have been completed by the Completion Date, the Mortgagee, within forty-five (45) days following the date on which it shall have received written notice of that fact from the Authority (the Authority agreeing to give such notice to the Mortgagee and [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] within thirty (30) days after the Completion Date) shall send written notice to [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] and the Authority of its election to complete or not to complete the Work. The failure of the Mortgagee to send such notice (the "Mortgagee Election Notice") within said forty-five (45) day period shall be deemed, for all purposes hereunder, an election by the Mortgagee not to complete the Work. If the Mortgagee shall elect to complete the Work, the Mortgagee shall be entitled to the Cash Proceeds, as hereinafter provided, and promptly upon its sending of the Mortgagee Election Notice,

shall commence and thereafter diligently prosecute the Work to completion. Upon completion of the Work, the Mortgagee shall certify to [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] and the Authority that it has completed the Work.

(ii) If the Mortgagee shall elect not to complete the Work or shall be deemed to have elected not to complete the Work, as aforesaid, within forty-five (45) days following its receipt of the Mortgagee's Election Notice not to complete the Work (or the end of the forty-five (45) day period described in subparagraph (i) next above, without the Mortgagee having sent a Mortgagee Election Notice, as the case may be) the Authority shall have the right, by written notice sent to [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] and to the Mortgagee to elect to complete or not to complete the Work. Failure of the Authority to send such notice within such forty-five (45) day period shall be deemed, for all purposes hereunder, an election by the Authority not to complete the work. If the Authority shall elect to complete the Work or any part thereof, the Authority shall be entitled to the Cash Proceeds and, promptly upon its receipt thereof, shall commence and thereafter diligently prosecute such Work or part thereof to completion. In this connection, [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] hereby grants to the

Authority the right to enter upon the Land and Improvements in order to perform the Work. Upon completion of the Work, or any part thereof, the Authority shall certify to [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] and the Mortgagee that it has completed the Work or such part thereof. The Authority shall have the right to retain, as liquidated damages, any portion of the Cash Proceeds not required in connection with the completion of the Work or portion thereof as aforesaid.

(iii) If the Authority shall elect or shall be deemed to have elected not to complete the Work, as aforesaid, and if the Mortgagee shall elect or shall be deemed to have elected not to complete the Work, as aforesaid, and if, prior to the date(s) on which the election shall have been made (or shall have been deemed to have been made) not to complete the Work, whether by the Mortgagee or the Authority, as the case may be, then, in such event only, the Cash Proceeds shall be paid over to the Authority and the Authority shall have the right to retain the amount thereof as liquidated damages for the failure of [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] to fulfill its obligations hereunder.

(iv) If the Mortgagee shall have elected to perform the Work, then, promptly following certification of completion of the Work by the Mortgagee and the determination by the Authority that such Work has been completed, consistent with

the provisions of Paragraph 3 hereof, the Authority shall direct the Bank to pay the Cash Proceeds to the Mortgagee in accordance with the provisions of the Letter of Credit. If the Mortgagee shall not have elected to perform the Work, the Authority shall have the right, at any time thereafter, to direct the Bank to make the payment of the Cash Proceeds to the Authority, provided, however, that nothing contained in this sentence shall relieve or be deemed to relieve the Authority of its obligations to send the notices required by the provisions of subparagraph (ii) of this Paragraph (4) as therein provided.

5. If the Authority or the Mortgagee elects to perform the Work, [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] shall indemnify the Authority or the Mortgagee, as the case may be, and hold it harmless against any and all losses, liabilities, claims, damages and expenses, including reasonable attorneys' fees, arising from such performance (the "Performance Costs"). If the Cash Proceeds are less than the Performance Costs, [INSERT NAME OF CCA AFFILIATE WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] shall pay to the Authority or the Mortgagee the amount of such deficiency within ten (10) days after demand therefor.

6. Any notice, communication or document, including the Letter of Credit, required or permitted to be given or delivered by any party hereunder shall be in writing and shall be deemed given or delivered when personally delivered or mailed by

certified or registered first-class mail, postage prepaid, to the party to be notified at its address first above written or such changed address as such persons to be notified shall have communicated in writing to the other party. Upon receipt by the Authority from the Mortgagee of its identity and address to which communications and notices are to be sent, the Mortgagee so named, for all purposes hereof, shall be treated as a party to this Agreement just as if it had been a party signatory to this Agreement on the date hereof.

7. This Agreement shall inure to the benefit of and bind the respective heirs, legal representatives, successors and assigns of the parties hereto and shall be construed and enforced in accordance with the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, this Agreement has been duly executed under seal by the parties as of the day and year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: _____
Title: _____

[INSERT NAME OF CCA AFFILIATE WHICH
ENTERED INTO SLDC WITH THE AUTHORITY
FOR THE TRACT CONVEYED]

By: [INSERT NAME OF GENERAL PARTNER
OF CCA AFFILIATE WHICH ENTERED
INTO SLDC WITH THE AUTHORITY
FOR THE TRACT CONVEYED]

EXHIBIT A TO ESCROW AGREEMENT

[INSERT NAME OF TRACT CONVEYED]
CHECKLIST OF INCOMPLETE ITEMS

Items

Cost to
Complete

EXHIBIT B TO ESCROW AGREEMENT

CERTIFICATE OF COMPLETION

CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to the General Laws of Massachusetts, as amended, and having its principal office at 336 Main Street in the City of Cambridge, Middlesex County, Massachusetts, and being the grantor of certain premises in said City to [INSERT NAME OF ENTITY (IF ANY) WHICH HOLDS TITLE TO THE TRACT CONVEYED FOR THE AFFILIATE OF CCA WHICH ENTERED INTO SLDC WITH THE AUTHORITY FOR THE TRACT CONVEYED] by Deed dated _____, _____ and recorded with Registry of Deeds in Book _____, Page _____ hereto DOES HEREBY CERTIFY that the improvements required of the Redeveloper on said premises by the provisions of the Supplemental Land Disposition Contract, dated _____, _____, have been completed, to the end that, from and after the date of recording this Certificate of Completion with said Deeds, the only surviving continuing covenants with reference to said granted premises shall be those set forth in Paragraphs (1) through (22) of the Deed, both inclusive, for the respective periods stated in the Deed.

IN WITNESS WHEREOF said CAMBRIDGE REDEVELOPMENT AUTHORITY has caused this CERTIFICATE to be executed and its seal to be hereto affixed by its officers thereunto duly authorized, this day of _____, _____.

ATTEST:

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss _____, _____

Then personally appeared the above-named _____, _____ of Cambridge Redevelopment Authority, and acknowledged the foregoing instrument to be the free act and deed of said Authority, before me,

Notary Public
My Commission Expires:

AMENDMENT TO DEVELOPMENT AGREEMENTS

AMENDMENT TO DEVELOPMENT AGREEMENTS (hereinafter the "Amendment") dated as of May 28, 1993 (hereinafter the "Date" of this Amendment), by and between CAMBRIDGE REDEVELOPMENT AUTHORITY (hereinafter, with its successors and assigns, the "Authority"), having its office at Four Cambridge Center, Cambridge, Massachusetts, and CAMBRIDGE CENTER ASSOCIATES, a Massachusetts general partnership (hereinafter, with its successors and assigns, the "Developer"), in which MORTIMER B. ZUCKERMAN and EDWARD H. LINDE are the general partners, having its office at 8 Arlington Street, Boston, Massachusetts.

A. Statement of Facts

1. By Development Agreement dated June 11, 1979 (the "Original Parcel 3 and 4 Development Agreement"), as amended by Amendment No. 1 dated May 29, 1980 (the "Parcel 3 and 4 First Amendment"), Amendment No. 2 dated December 22, 1981 (the "Parcel 3 and 4 Second Amendment"), Amendment No. 3 dated April 14, 1982 (the "Parcel 3 and 4 Third Amendment"), Amendment No. 4 dated December 19, 1983 (the "Parcel 3 and 4 Fourth Amendment"), Amendment No. 5 dated May 30, 1986 (the "Parcel 3 and 4 Fifth Amendment"), Amendment No. 6 dated April 1, 1988 (the "Parcel 3 and 4 Sixth Amendment") and Amendment to Development Agreements dated January 14, 1991 (the "1991 Amendment to Development Agreements") (as so amended, the "Parcel 3 and 4 Development Agreement"), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 3 and Parcel 4 of the Kendall Square Urban Renewal Area (the "Urban Renewal Area") as shown on Exhibit A to the Original Parcel 3 and 4 Development Agreement upon the terms and conditions set forth in the Parcel 3 and 4 Development Agreement.

2. By Development Agreement dated April 14, 1982 (the "Original Parcel 2 Development Agreement"), as amended by Amendment No. 1 dated April 24, 1987 (the "Parcel 2 First Amendment"), Amendment No. 2 dated April 1, 1988 (the "Parcel 2 Second Amendment"), Amendment No. 3 dated March 19, 1990 (the "Parcel 2 Third Amendment") and the 1991 Amendment to Development Agreements (as so amended, the "Parcel 2 Development Agreement"), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 2 of the Kendall Square Urban Renewal Area as shown on Exhibit A to the Original Parcel 2 Development Agreement upon the terms and conditions set forth in the Parcel 2 Development Agreement.

3. The Parcel 3 and 4 Development Agreement and the Parcel 2 Development Agreement are hereinafter sometimes individually

referred to as a "Development Agreement" and collectively referred to as the "Development Agreements." This Amendment, as it relates to the Parcel 3 and 4 Development Agreement, may also be referred to as "Amendment No. 8" to such Development Agreement, and as it relates to the Parcel 2 Development Agreement, may also be referred to as "Amendment No. 5" to said Development Agreement. Any reference in this Amendment to "this Amendment" in a provision which is added to the Parcel 3 and 4 Development Agreement shall be deemed to be a reference to Amendment No. 8 to such Development Agreement. Any reference in this Amendment to "this Amendment" in a provision which is added to the Parcel 2 Development Agreement shall be deemed to be a reference to Amendment No. 5 to such Development Agreement.

4. The Authority and the Developer are currently negotiating concerning proposed modifications of various aspects of the Development Agreements. While as the Date of this Amendment the Authority and the Developer have not agreed upon the final terms of any such modifications, the Authority and the Developer have agreed to make certain changes to the Development Agreements as hereinafter set forth.

B. Agreement of the Parties

NOW THEREFORE, each of the parties hereto, for and in consideration of the promises and the mutual obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, does hereby covenant and agree with the other as follows:

1. Paragraph B(1)(A)(ii) and Paragraph B(2)(B)(ii) of the 1991 Amendment to Development Agreements are hereby amended by deleting all references to the date "June 1, 1993" and substituting therefor the date "October 1, 1993".


2. Except as herein amended, the Parcel 2 Development Agreement and the Parcel 3 and 4 Development Agreement shall remain unchanged and in full force and effect. All references to the "Parcel 2 Development Agreement" shall hereafter be deemed to be references to the Parcel 2 Development Agreement as herein amended and all references to the "Parcel 3 and 4 Development Agreement" shall hereafter be deemed to be references to the Parcel 3 and 4 Development Agreement as herein amended.

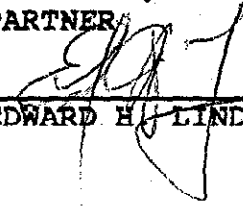
WITNESS the execution hereof under seal as of the day and year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By 

CAMBRIDGE CENTER ASSOCIATES

By 
MORTIMER B. ZUCKERMAN, GENERAL PARTNER

By 
EDWARD H. LINDE, GENERAL PARTNER

AMENDMENT NO. 9 TO PARCEL 3 and 4 DEVELOPMENT AGREEMENT

AMENDMENT NO. 9 TO PARCEL 3 and 4 DEVELOPMENT AGREEMENT
(hereinafter the "Parcel 3 and 4 Ninth Amendment" or the
"Amendment") dated as of September 29, 1993 (hereinafter
the "Date" of this Amendment), by and between CAMBRIDGE
REDEVELOPMENT AUTHORITY (hereinafter, with its successors and
assigns, the "Authority"), having its office at Four Cambridge
Center, Cambridge, Massachusetts, and CAMBRIDGE CENTER
ASSOCIATES, a Massachusetts general partnership (hereinafter,
with its successors and assigns, the "Developer"), in which
MORTIMER B. ZUCKERMAN and EDWARD H. LINDE are the general
partners, having its office at 8 Arlington Street, Boston,
Massachusetts.

A. Statement of Facts

1. By Development Agreement dated June 11, 1979 (the
"Original Parcel 3 and 4 Development Agreement") as amended by
Amendment No. 1 dated May 29, 1980 (the "Parcel 3 and 4 First
Amendment"), Amendment No. 2 dated December 22, 1981 (the "Parcel
3 and 4 Second Amendment"), Amendment No. 3 dated April 14, 1982
(the "Parcel 3 and 4 Third Amendment"), Amendment No. 4 dated
December 19, 1983 (the "Parcel 3 and 4 Fourth Amendment"),
Amendment No. 5 dated May 30, 1986 (the "Parcel 3 and 4 Fifth
Amendment"), Amendment No. 6 dated April 1, 1988 (the "Parcel 3
and 4 Sixth Amendment"), and Amendment to Development Agreements
dated January 14, 1991 (referred to herein as either the "Parcel

2 Fourth Amendment", the "Parcel 3 and 4 Seventh Amendment" or the "1991 Amendment to Development Agreements") and Amendment to Development Agreements dated May 28, 1993 (referred to herein as either the "Parcel 2 Fifth Amendment," the "Parcel 3 and 4 Eighth Amendment" or the "1993 Amendment to Development Agreements") (collectively, the "Parcel 3 and 4 Development Agreement"), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 3 and Parcel 4 of the Kendall Square Urban Renewal Area (the "Urban Renewal Area") as shown on Exhibit A to the Original Parcel 3 and 4 Development Agreement, as amended by Section 1 of the Parcel 3 and 4 Fifth Amendment (referred to in the Original Parcel 3 and 4 Development Agreement and hereafter sometimes referred to collectively as the "Development Area" and hereinafter sometimes referred to as the "Parcel 3 Development Area" and "Parcel 4 Development Area" respectively) upon the terms and conditions set forth in the Parcel 3 and 4 Development Agreement.

2. By Development Agreement dated April 14, 1982 (the "Original Parcel 2 Development Agreement"), as amended by Amendment No. 1 dated April 24, 1987 (the "Parcel 2 First Amendment"), Amendment No. 2 dated April 1, 1988 (the "Parcel 2 Second Amendment"), Amendment No. 3 dated March 19, 1990 (the

"Parcel 2 Third Amendment"), Amendment to Development Agreements dated January 14, 1991 (referred to herein as either the "Parcel 2 Fourth Amendment", the "Parcel 3 and 4 Seventh Amendment" or the "1991 Amendment to Development Agreements") and Amendment to Development Agreements dated May 28, 1993 (referred to herein as either the "Parcel 2 Fifth Amendment," the "Parcel 3 and 4 Eighth Amendment" or the "1993 Amendment to Development Agreements") (collectively, the "Parcel 2 Development Agreement"), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 2 of the Kendall Square Urban Renewal Area as shown on Exhibit A to the Original Parcel 2 Development Agreement (referred to in the Original Parcel 2 Development Agreement and hereinafter referred to as the "Parcel 2 Development Area") upon the terms and conditions set forth in the Parcel 2 Development Agreement.

3. The Parcel 3 and 4 Development Agreement and the Parcel 2 Development Agreement are hereinafter sometimes individually referred to as a "Development Agreement" and collectively referred to as the "Development Agreements."

4. The Authority and the Developer have agreed that in order to further their agreements and accomplish the purposes embodied by the Development Agreements more effectively in light

of both past experience in implementing the Development Agreements and current and anticipated economic, development and other conditions, it is necessary and desirable (a) to make certain amendments to the Parcel 3 and 4 Development Agreement as hereinafter set forth and (b) concurrently with the execution of this Amendment to execute Amendment No. 6 to the Parcel 2 Development Agreement (the "Parcel 2 Sixth Amendment").

B. Agreement of the Parties

NOW THEREFORE, each of the parties hereto, for and in consideration of the promises and the mutual obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, does hereby covenant and agree with the other as follows:

1. (A) Paragraph B(1) of the 1991 Amendment to Development Agreements, as amended by Paragraph B(1) of the 1993 Amendment to Development Agreements, is hereby deleted in its entirety and shall be of no further force and effect. Paragraph B(1)(c) of the Original Parcel 3 and 4 Development Agreement (as amended by Paragraph B(1) of the 1991 Amendment to Development Agreements and Paragraph B(1) of the 1993 Amendment to Development Agreements) is hereby deleted in its entirety and shall be of no further force and effect and the following is substituted therefor:

Subject to the terms of Paragraphs B(2)(B) and B(3) of this Amendment, the Authority shall be entitled to terminate the Parcel 3 and 4 Development Agreement by written notice to the Developer (the "Authority's Termination Notice") and if the Authority so terminates the Parcel 3 and 4 Development Agreement, the Authority shall not be obligated to enter into a supplemental land disposition contract pursuant to the Parcel 3 and 4 Development Agreement with respect to any "Individual Parcel" as defined in the Parcel 3 and 4 Development Agreement (hereinafter sometimes referred to as a "Parcel 3 and 4 Individual Parcel"), at any time

- (i) subsequent to June 1, 1995, if prior to the later to occur of (a) the giving of the Authority's Termination Notice pursuant to this Paragraph and (b) June 1, 1995, the Developer shall have not commenced construction since the "Date" of this Amendment (as defined on page 1 of this Amendment) as part of the "Development" as defined in the Parcel 3 and 4 Development Agreement (hereinafter sometimes referred to as the "Parcel 3 and 4 Development"), of improvements which (not including any parking facility) total cumulatively on the Parcel 3 Development Area at least 100,000

square feet of "gross floor area" (which term as used in this Amendment shall have the definition contained in the Kendall Square Urban Renewal Plan), and shall at the time not be diligently constructing or have completed such improvements, or

(ii) subsequent to June 1, 1997, if prior to the later to occur of (a) the giving of the Authority's Termination Notice pursuant to this Paragraph and (b) June 1, 1997, the Developer shall not have commenced construction since the Date of this Amendment as part of the Parcel 3 and 4 Development of improvements which (not including any parking facility) total cumulatively on the Parcel 3 Development Area at least 200,000 square feet of gross floor area, and shall at the time not be diligently constructing or have completed such improvements, or

(iii) subsequent to June 1, 1999, if prior to the later to occur of (a) the giving of the Authority's Termination Notice pursuant to this Paragraph and (b) June 1, 1999, the Developer shall not have commenced construction since the Date of this Amendment as part of the Parcel 3 and 4

Development of improvements which total (not including any parking facility) cumulatively on the Parcel 3 Development Area at least 300,000 square feet of gross floor area, and shall at the time not be diligently constructing or have completed such improvements, or

- (iv) subsequent to June 1, 2001, if prior to the later to occur of (a) the giving of the Authority's Termination Notice pursuant to this Paragraph and (b) June 1, 2001, the Developer shall not have commenced construction since the Date of this Amendment as part of the Parcel 3 and 4

Development of improvements which total (not including any parking facility) cumulatively on the Parcel 3 Development Area at least 400,000 square feet of gross floor area, and shall at the time not be diligently constructing or have completed such improvements, or

- (v) subsequent to June 1, 2003, if prior to the later to occur of (a) the giving of the Authority's Termination Notice pursuant to this Paragraph and (b) June 1, 2003, the Developer shall not have commenced construction since the Date of this Amendment as part of the Parcel 3 and 4

Development of improvements which total (not including any parking facility) cumulatively on the Parcel 3 Development Area at least 500,000 square feet of gross floor area, and shall at the time not be diligently constructing or have completed such improvements, or

- (vi) subsequent to August 30, 2010, or
- (vii) if the Developer shall at the time be in default under the Parcel 3 and 4 Development Agreement or any then outstanding supplemental land disposition contract pursuant to the Parcel 3 and 4 Development Agreement and shall have failed to cure such default within any applicable grace period under the Parcel 3 and 4 Development Agreement after written notification of such default by the Authority.

The Authority's right to terminate the Parcel 3 and 4 Development Agreement as provided in subparagraphs (i), (ii), (iii), (iv), (v), (vi) and (vii) above shall apply to the Parcel 3 and 4 Development Agreement only and shall not apply to the Parcel 2 Development Agreement. The Authority's right to terminate the Parcel 3 and 4 Development Agreement as provided in subparagraphs (i), (ii), (iii), (iv) and (v) above, but not the Authority's

termination right as provided in subparagraphs (vi) and (vii), is hereinafter referred to as the "Authority's Parcel 3 and 4 Development Termination Right."

The condition in subparagraphs (i), (ii), (iii), (iv) and (v) above that the Developer shall at the time specified in each such subparagraph be diligently constructing or have completed the improvements specified in each such subparagraph, shall be subject in each such subparagraph to the provisions regarding winter construction in Paragraph B(1)(a) of the Original Parcel 3 and 4 Development Agreement and the provisions of Paragraph B(14) of the Original Parcel 3 and 4 Development Agreement (as amended by Paragraph B(5) of the 1991 Amendment to Development Agreements).

(B) Subparagraph B(16)(a)(iii) of the Parcel 3 and 4 Development Agreement is hereby deleted and shall be of no further force and effect.

2. (A) As provided in Paragraph B(2)(A) of the 1991 Amendment to Development Agreements, concurrently with the execution of the 1991 Amendment to Development Agreements the Developer made a payment to the Authority in the amount of One Million Dollars (\$1,000,000.00) (referred to in the 1991 Amendment to Development Agreements and hereinafter referred to as the "Initial Development Deposit"). Pursuant to Paragraph B(2)(B)(i) of the 1991 Amendment to Development Agreements, on or

before June 1, 1992 the Developer made an additional payment to the Authority in the amount of Five Hundred Thousand Dollars (\$500,000.00) (the "June 1, 1992 Development Deposit"). Accordingly, the Authority and the Developer acknowledge and agree that as of the Date of this Amendment, the Developer has paid to the Authority "Development Deposits" (as defined in Paragraph B(2)(B) of the 1991 Amendment to Development Agreements) in the total amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Existing Development Deposit"). Paragraph B(2) of the 1991 Amendment to Development Agreements, as amended by Paragraph B(2) of the 1993 Amendment to Development Agreements, is hereby deleted in its entirety and shall be of no further force and effect and the Existing Development Deposit shall be held by the Authority and applied in accordance with the terms of this Amendment and the Parcel 2 Sixth Amendment.

(B) Notwithstanding any term or provision of this Amendment to the contrary, the Authority's Parcel 3 and 4 Development Termination Right shall be null and void and any exercise thereof shall be of no force and effect, unless and until,

- (i) after the Date of this Amendment and on or before June 1, 1994, the Developer shall not have made a payment or payments to the Authority (any such payment being hereinafter referred to as an

"Additional Parcel 3 and 4 Development Deposit"), which, together with the cumulative purchase price paid to the Authority after the Date of this Amendment and on or before June 1, 1994 of any Parcel 3 and 4 Individual Parcels, but excluding any such purchase price to the extent paid by application of the Existing Development Deposit or any "Additional Parcel 2 Development Deposits" (as defined in Paragraph B(2)(C) below) pursuant to Paragraph B(2)(C) below, cumulatively equals at least Two Hundred Fifty Thousand Dollars (\$250,000.00), and

- (ii) after the Date of this Amendment and on or before June 1, 1995, the Developer shall not have made a payment or payments to the Authority (any such payment also being hereinafter referred to as an "Additional Parcel 3 and 4 Development Deposit"), which, together with (x) the cumulative purchase price paid to the Authority after the Date of this Amendment and on or before June 1, 1995 of any Parcel 3 and 4 Individual Parcels either in cash, by wire transfer or by application of any Additional Parcel 3 and 4 Development Deposits made as provided in subparagraph (i) above

pursuant to Paragraph B(2)(C) below but excluding any such purchase price to the extent paid by application of the Existing Development Deposit or any Additional Parcel 2 Development Deposits pursuant to Paragraph B(2)(C) below and (y) any Additional Parcel 3 and 4 Development Deposits made as provided in subparagraph (i) above which have not been applied as provided in Paragraph B(2)(C) below to the purchase price of any Parcel 3 and 4 Individual Parcel, cumulatively equals at least Five Hundred Thousand Dollars (\$500,000.00), and

- (iii) after the Date of this Amendment and on or before June 1, 1996, the Developer shall not have made a payment or payments to the Authority (any such payment also being hereinafter referred to as an "Additional Parcel 3 and 4 Development Deposit"), which, together (x) with the cumulative purchase price paid to the Authority after the Date of this Amendment and on or before June 1, 1996 of any Parcel 3 and 4 Individual Parcels either in cash, by wire transfer or by application of any Additional Parcel 3 and 4 Development Deposits made as provided in subparagraphs (i) and (ii)

above pursuant to Paragraph B(2)(C) below but excluding any such purchase price to the extent paid by application of the Existing Development Deposit or any Additional Parcel 2 Development Deposits pursuant to Paragraph B(2)(C) below and (y) any Additional Parcel 3 and 4 Development Deposits made pursuant to subparagraphs (i) and (ii) above which have not been applied as provided in Paragraph B(2)(C) below to the purchase price of any Parcel 3 and 4 Individual Parcel, - cumulatively equals at least Seven Hundred Fifty Thousand Dollars (\$750,000.00), and

- (iv) after the Date of this Amendment and on or before June 1, 1997, the Developer shall not have made a payment or payments to the Authority (any such payment also being hereinafter referred to as an "Additional Parcel 3 and 4 Development Deposit"), which, together (x) with the cumulative purchase price paid to the Authority after the Date of this Amendment and on or before June 1, 1997 of any Parcel 3 and 4 Individual Parcels either in cash, by wire transfer or by application of any Additional Parcel 3 and 4 Development Deposits made as provided in subparagraphs (i), (ii) and

(iii) above pursuant to Paragraph B(2)(C) below but excluding any such purchase price to the extent paid by application of the Existing Development Deposit or any Additional Parcel 2 Development Deposits pursuant to Paragraph B(2)(C) below and (y) any Additional Parcel 3 and 4 Development Deposits made pursuant to subparagraphs (i), (ii) and (iii) above which have not been applied as provided in Paragraph B(2)(C) below to the purchase price of any Parcel 3 and 4 Individual Parcel, cumulatively equals at least One Million Dollars (\$1,000,000.00), and (v) after the Date of this Amendment and on or before June 1, 1998, the Developer shall not have made a payment or payments to the Authority (any such payment also being hereinafter referred to as an "Additional Parcel 3 and 4 Development Deposit"), which, together (x) with the cumulative purchase price paid to the Authority after the Date of this Amendment and on or before June 1, 1998 of any Parcel 3 and 4 Individual Parcels either in cash, by wire transfer or by application of any Additional Parcel 3 and 4 Development Deposits made as provided in subparagraphs (i), (ii), (iii)

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and (iv) above pursuant to Paragraph B(2)(C) below but excluding any such purchase price to the extent paid by application of the Existing Development Deposit or any Additional Parcel 2 Development Deposits pursuant to Paragraph B(2)(C) below and (y) any Additional Parcel 3 and 4 Development Deposits made pursuant to subparagraphs (i), (ii), (iii) and (iv) above which have not been applied as provided in Paragraph B(2)(C) below to the purchase price of any Parcel 3 and 4 Individual Parcel, cumulatively equals at least One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), and

(vi) after the Date of this Amendment and on or before June 1, 1999, the Developer shall not have made a payment or payments to the Authority (any such payment also being hereinafter referred to as an "Additional Parcel 3 and 4 Development Deposit"), which, together (x) with the cumulative purchase price paid to the Authority after the Date of this Amendment and on or before June 1, 1999 of any Parcel 3 and 4 Individual Parcels either in cash, by wire transfer or by application of any Additional Parcel 3 and 4 Development Deposits

made as provided in subparagraphs (i), (ii), (iii), (iv) and (v) above pursuant to Paragraph B(2)(C) below but excluding any such purchase price to the extent paid by application of the Existing Development Deposit or any Additional Parcel 2 Development Deposits pursuant to Paragraph B(2)(C) below and (y) any Additional Parcel 3 and 4 Development Deposits made pursuant to subparagraphs (i), (ii), (iii), (iv) and (v) above which have not been applied as provided in Paragraph B(2)(C) below to the purchase price of any Parcel 3 and 4 Individual Parcel, cumulatively equals at least One Million Five Hundred Fifty Thousand Dollars (~~\$1,500,000.00~~), and ~~\$1,750,000.00~~ ^{change to \$1,750,000 per Amendment No 10} after the Date of this Amendment and on or before June 1, 2001, the Developer shall not have made a payment or payments to the Authority (any such payment also being hereinafter referred to as an "Additional Parcel 3 and 4 Development Deposit"), which, together (x) with the cumulative purchase price paid to the Authority after the Date of this Amendment and on or before June 1, 2001 of any Parcel 3 and 4 Individual Parcels either in cash, by wire transfer or by application of any

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No. 10

Additional Parcel 3 and 4 Development Deposits made as provided in subparagraphs (i), (ii), (iii), (iv), (v) and (vi) above pursuant to Paragraph B(2)(C) below but excluding any such purchase price to the extent paid by application of the Existing Development Deposit or any Additional Parcel 2 Development Deposits pursuant to Paragraph B(2)(C) below and (y) any Additional Parcel 3 and 4 Development Deposits made pursuant to subparagraphs (i), (ii), (iii), (iv), (v) and (vi) above which have not been applied as provided in Paragraph B(2)(C) below to the purchase price of any Parcel 3 and 4 Individual Parcel, cumulatively equals at least One Million Six Hundred Twenty-Five Thousand Dollars (\$1,625,000.00), and

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No. 10*
(viii) after the Date of this Amendment and on or before June 1, 2003, the Developer shall not have made a payment or payments to the Authority (any such payment also being hereinafter referred to as an "Additional Parcel 3 and 4 Development Deposit"), which, together (x) with the cumulative purchase price paid to the Authority after the Date of this Amendment and on or before June 1, 2003 of any

Parcel 3 and 4 Individual Parcels either in cash, by wire transfer or by application of any Additional Parcel 3 and 4 Development Deposits made as provided in subparagraphs (i), (ii), (iii), (iv), (v), (vi) and (vii) above pursuant to Paragraph B(2)(C) below but excluding any such purchase price to the extent paid by application of the Existing Development Deposit or any Additional Parcel 2 Development Deposits pursuant to Paragraph B(2)(C) below and (y) any Additional Parcel 3 and 4 Development Deposits made pursuant to subparagraphs (i), (ii), (iii), (iv), (v), (vi) and (vii) above which have not been applied as provided in Paragraph B(2)(C) below to the purchase price of any Parcel 3 and 4 Individual Parcel, cumulatively equals at least One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00).

(C) Pursuant to the Parcel 2 Sixth Amendment, the Developer shall have the right to make certain payments to the Authority which are referred to in the Parcel 2 Sixth Amendment and hereinafter referred to as "Additional Parcel 2 Development Deposits". The Existing Development Deposit, any Additional Parcel 3 and 4 Development Deposits made pursuant to Paragraph

B(2)(B) above and any Additional Parcel 2 Development Deposits made pursuant to the Parcel 2 Sixth Amendment are hereinafter collectively called "Development Deposits". Any Development Deposits made by the Developer which have not been previously applied or returned to the Developer as provided in this Paragraph B(2)(C) or as provided in the Parcel 2 Development Agreement shall be applied, (i) at the election of the Developer pursuant to the Parcel 3 and 4 Development Agreement to the purchase price of any Parcel 3 and 4 Individual Parcel conveyed pursuant to the Parcel 3 and 4 Development Agreement and to any deposit which must be made towards such purchase price upon the execution of a license agreement respecting the use of such parcel prior to the conveyance thereof as provided in Paragraph B(17) of the 1991 Amendment to Development Agreements, or (ii) at the election of the Developer pursuant to the Parcel 2 Development Agreement to the purchase price of any Parcel 2 Individual Parcel conveyed pursuant to the Parcel 2 Development Agreement and to any deposit which must be made towards such purchase price upon the execution of a license agreement - respecting the use of such parcel prior to the conveyance thereof as provided in Paragraph B(17) of the 1991 Amendment to Development Agreements. The value of the Development Deposits for the purposes of such application shall be the amount of such

Development Deposit when paid to the Authority without any obligation of the Authority to add interest to such amount.

(D) If (i) either the Parcel 3 and 4 Development Agreement or the Parcel 2 Development Agreement terminates for any lawful reason by action of the Developer or any lawful or unlawful reason by action of the Authority or for any other reason other than the completion of all of the development thereunder by the Developer or (ii) as of August 31, 1995 the expiration date of the Renewal Plan shall not have been extended until August 30, 2010 as provided in Paragraph B(7) of this Amendment with all legally required approvals having been obtained, then any balance of any Development Deposits which have not been applied towards the purchase price of Parcel 3 and 4 Individual Parcels, or returned to the Developer as provided in Paragraph B(2)(C) above or Parcel 2 Individual Parcels pursuant to the Parcel 2 Sixth Amendment (hereinafter, the "Remaining Development Deposit") shall be refunded to the Developer as provided in this Paragraph. The obligation of the Authority to so refund the Remaining Development Deposit to the Developer as provided in this Paragraph shall include the obligation to add interest to the Remaining Development Deposit at the rate payable from time to time by the Massachusetts Municipal Depository Trust or its successor, or if such rate is no longer available, at a comparable rate mutually acceptable to the Developer and the

Authority or its successors, on the amount of the Remaining Development Deposit not refunded to the Developer from the date of the first to occur of (i) or (ii) above until the full amount of the Remaining Development Deposit has been repaid to the Developer. The Authority hereby agrees that a first lien for the benefit of the Developer superior to all other liens or encumbrances to secure the obligation of the Authority to pay the Remaining Development Deposit as provided in this Paragraph to the Developer shall automatically attach to the land subject to the terminated Development Agreement owned by the Authority as of the date of such termination. The Authority agrees to enter into such documentation as the Developer may reasonably require to establish such lien, provided that the failure of the Authority to enter into such documentation shall in no way affect the validity of such lien or the obligation of the Authority to refund the Remaining Development Deposit to the Developer as provided in this Paragraph. The Authority's obligation to so refund to the Developer the Remaining Development Deposit shall be limited to the obligation to forthwith pay to the Developer the "Net Proceeds" as defined below, received by the Authority from the sale to a third party of any tract or tracts of land which were subject to the terminated Development Agreement up to the amount of the purchase price which would have been applicable to such land under the applicable Development Agreement if such

land had been purchased by the Developer. Such "Net Proceeds" shall be the gross purchase price less the Authority's reasonable out-of-pocket costs for the identification of a purchaser, the negotiation of the terms for the sale and the conveyance of such land including costs for advertising, services of engineers, surveyors, brokers and attorneys, and customary closing costs. If the Net Proceeds from the sale of such land to a third party are at least equal to the purchase price which would have been applicable to such land under the applicable Development Agreement if such land had been purchased by the Developer, upon the Developer's receipt of the full Net Proceeds from the sale of such land the Developer shall execute and deliver to the Authority a release of its lien upon such land sold to a third party. If the Net Proceeds from the sale of such land to a third party are less than the purchase price which would have been applicable to such land under the applicable Development Agreement if such land had been purchased by the Developer, upon the Developer's receipt of the full Net Proceeds from the sale of such land the Developer shall deliver to the Authority such documentation as may be required to establish that the Developer shall only retain a lien on such land equal to the difference between such purchase price under the applicable Development Agreement and the net proceeds from the sale of such land to such third party paid to the Developer. Upon the payment of the full

amount of the Remaining Development Deposit to the Developer, the Developer shall execute and deliver to the Authority a release of its lien on all of the Authority's land subject to the Development Agreements. The Authority and the Developer acknowledge and agree that a provision parallel to this Paragraph B(2)(D) is included in the Parcel 2 Sixth Amendment and any payment of the Net Proceeds under the Parcel 2 Sixth Amendment shall be deemed to be a payment of the Net Proceeds under this Paragraph B(2)(D).

3. Paragraph B(3) of the 1991 Amendment to Development Agreements is hereby deleted in its entirety. Notwithstanding any term or provision of this Amendment to the contrary, the Authority's Parcel 3 and 4 Development Termination Right shall be null and void and of no force and effect and the terms of Subparagraphs B(1)(A)(i), (ii), (iii), (iv) and (v) of this Amendment shall be deemed to be deleted if (a) the Authority ceases to exist, (b) the Authority ceases to operate as an independent entity with respect to the Parcel 2 Development Area, the Parcel 3 Development Area and the Parcel 4 Development Area not subject in any materially adverse manner to the control of any other individual, entity, authority or governmental body other than as of the Date of this Amendment, (c) the Authority's interest under either Development Agreement shall pass or be transferred or conveyed to any other individual, entity,

authority or governmental body, (d) the Authority fails to comply with any term or provision or perform any obligation of the Authority under either Development Agreement within forty-five (45) days after receipt (or refusal of receipt) of written notification from the Developer of its default with regard to a particular term, provision or obligation under a Development Agreement or (e) the Renewal Plan shall expire or for any reason cease to remain in full force and effect prior to August 30, 2010.

4. The language added as subparagraph (II)(j) to Section 9(1) of Part I of the form of Supplemental Land Disposition Contract set forth as Exhibit F to the Original Parcel 3 and 4 Development Agreement by Section 2 of the Parcel 3 and 4 Fourth Amendment is hereby deleted in its entirety and replaced with the following:

"(II) in the case of the supplemental land disposition contract for any other part of the Property, the following new subdivision (j):

(j) Not use, or permit or suffer the use, of the Property, or any improvements at any time constructed thereon, or any part thereof, which renders the same exempt from real estate taxes unless such Property or improvements are subject to an agreement pursuant to Massachusetts General Laws Chapter 121A or any other

agreement satisfactory to the City of Cambridge providing for payments in lieu of real estate taxes or unless expressly agreed otherwise in writing by the Authority."

5. (A) The Developer and the Authority currently contemplate that the Authority shall enter into a supplemental land disposition contract (the "Whitehead Expansion SLDC") pursuant to the Parcel 3 and 4 Development Agreement respecting a portion of the Parcel 3 Development Area owned by the Authority as of the Date of this Amendment for the development of additional improvements for occupancy by the Whitehead Institute for Biomedical Research; provided that the failure to enter into the Whitehead Tract Expansion SLDC for any reason shall not affect or impair the effectiveness of or the rights and obligations of the Authority and the Developer under this Amendment or the Parcel 3 and 4 Development Agreement, as amended by this Amendment.

(B) Section 9(r) of Part I of Exhibit F to the Original Parcel 3 and 4 Development Agreement, as amended by Paragraph B(19) of the 1991 Amendment to Development Agreements, is hereby amended, in the case of the Whitehead Tract Expansion SLDC, by adding, at the end thereof after the words added pursuant to Paragraph B(19)(b) of the 1991 Amendment to Development Agreements the following; "and provided, further, that nothing

contained in this Agreement or in the Development Agreement shall prohibit, or require the approval of the Authority with respect to, a lease with an agreement for the sale upon completion of the Improvements thereon and the issuance of the Certificate of Completion therefor (the "Whitehead Ground Lease"), of the Tract to the Whitehead Institute for Biomedical Research ("Whitehead"), or the undertaking by Whitehead at its sole cost and expense, of the construction of the Improvements, provided that, in the event of such undertaking by Whitehead, Whitehead shall expressly assume the obligation to the Authority, to complete, in the manner provided in this Agreement, the Improvements and perform all other obligations of the Redeveloper under this Agreement by executing and delivering to the Authority an assumption agreement (the "Whitehead Assumption Agreement") in form satisfactory to Whitehead and the Authority and provided further that until the issuance by the Authority of a Certificate of Completion in accordance with Section 307 of Part II hereof, (i) no payment shall be made by Whitehead to the Redeveloper (or any affiliate thereof) under any such Whitehead Ground Lease, (ii) the fee interest in no portion of such Tract shall be conveyed to Whitehead and (iii) no portion of such Tract or the Improvements shall be occupied by Whitehead (except for purposes of construction of the Improvements), without the prior written consent of the Authority. Upon entering into the Whitehead

Ground Lease and the Whitehead Assumption Agreement, (i) Whitehead shall be entitled, after any breach or default by the Redeveloper in its obligations or covenants under this Agreement, to receive from the Authority a copy of any notice or demand then delivered by the Authority to the Redeveloper with respect to such breach or default and, at Whitehead's option, to cure or remedy such breach or default as if Whitehead were a mortgagee permitted under this Agreement or under the Development Agreement; (ii) upon the proper completion of such Improvements and written request made to the Authority, Whitehead shall be entitled to a certification by the Authority to such effect in the manner provided in Section 307 of this Agreement; and (iii) in the event of any violation of this Agreement referred to in Section 704(b) of Part II hereof, other than a failure to pay real estate taxes or assessments or a payment in lieu of taxes, or in Section 704(c) of Part II hereof, the Authority shall not exercise any right to re-enter and take possession of the Property or to terminate the estate conveyed by the Deed to the Redeveloper (or its authorized designee) so long as no default, violation or failure referred to in Section 704(a) of Part II hereof has occurred and if any such default, violation or failure has occurred, it has been cured or remedied and so long as Whitehead is diligently proceeding with the construction of the Improvements in accordance with this Agreement."

(C) If the Authority shall enter into the Whitehead Expansion SLDC, upon the conveyance of the Tract to the redeveloper pursuant to the Whitehead Expansion SLDC, (i) the Developer shall pay to the Authority Two Hundred Thousand Dollars (\$200,000.00), or Two Hundred Twenty Thousand Dollars (\$220,000.00) if such conveyance shall occur later than the expiration of one (1) year following the date of this Amendment and (ii) prior to the expiration of the term on February 28, 1996 of the Lease dated February 6, 1991 between the Authority, as tenant, and the Trustees of Four Cambridge Center Trust ("4CCT"), as landlord, respecting 1,617 square feet of rentable floor area in the building known as and numbered Four Cambridge Center, Cambridge, Massachusetts (the "Authority Lease"), the Developer shall, at the Developer's option, either (x) cause 4CCT to extend the term of the Authority Lease until February 28, 2001 upon the same terms and conditions or (y) cause the owner of another building, as determined by the Developer, in the Parcel 3 Development Area or the Parcel 4 Development Area to enter into a lease with the Authority for premises of approximately the same size and relocate the Authority to such new premises for a term commencing on such relocation and expiring on February 28, 2001 and otherwise upon the same terms and conditions as the Authority Lease and the Developer (or the owner of such other building) shall pay for the Authority's reasonable out-of-pocket moving

costs and costs of printing stationery with the Authority's new address and printing and mailing notices of the Authority's change of address.

6. The Authority and the Developer hereby confirm their intention and agreement upon the execution of the Original Parcel 3 and 4 Development Agreement and hereby confirm such intention and agreement as applicable to the Parcel 3 and 4 Development Agreement as amended, that to the fullest extent legally possible (a) the terms and conditions of the Parcel 3 and 4 Development Agreement shall be covenants running with that portion of the Parcel 3 and 4 Development Area owned by the Authority from time to time (the "Authority's Land") for the benefit of the Developer and any successors and assigns of the Developer permitted by the Parcel 3 and 4 Development Agreement and those Parcel 3 and 4 Individual Parcels conveyed pursuant to the terms of the Parcel 3 and 4 Development Agreement and as a burden on the Authority's Land and (b) such terms and conditions shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law or equity, binding for the benefit of the Developer and the Developer's successors and assigns permitted by the Parcel 3 and 4 Development Agreement, against the Authority, its successors and assigns, and any subsequent owner of the Authority's Land.

7. The Developer hereby consents and agrees that the term of the Renewal Plan may be extended so that the date of the expiration of the Renewal Plan may be changed to "August 30, 2010" wherever the same appears in the Parcel 3 and 4 Development Agreement or any exhibit thereto, any supplemental land disposition contract or any deed made or to be made pursuant thereto, and all of the covenants, conditions and provisions which remain in effect until the expiration of the Renewal Plan shall thereafter be deemed to remain in full force and effect until August 30, 2010. The Developer hereby agrees to execute and deliver, and to use best efforts to cause the grantees (subject to approval of their mortgagees) and mortgagees of Parcel 3 and 4 Individual Parcels to execute and deliver, appropriate instruments, requested by the Authority to implement the foregoing extension. The Authority shall seek to obtain all approvals legally required to effectuate such extension of the term of the Renewal Plan.

8. Section 2(c) of Part I of Exhibit F of the Original Parcel 3 and 4 Development Agreement, as amended by Paragraph B(22) of the 1991 Amendment to Development Agreements, is hereby amended by adding at the end thereof the following additional sentence:

"Notwithstanding the foregoing terms of this Section 2(c), no amounts shall be payable by the Redeveloper to the

Authority pursuant to this Section 2(c) if the Tract or the improvements thereon are subject to an agreement pursuant to Massachusetts General Laws Chapter 121A or any other agreement satisfactory to the City of Cambridge providing for payments in lieu of real estate taxes."

9. Paragraph B(6) of the Original Parcel 3 and 4 Development Agreement is hereby amended by adding after the words "any such contract" in the seventh (7th) line of the first paragraph thereof the following words: "or any supplemental land disposition contract entered into by the Developer or any affiliate of the Developer pursuant to the Parcel 2 Development Agreement."

10. Except as herein amended, the Parcel 3 and 4 Development Agreement shall remain unchanged and in full force and effect. All references to the "Parcel 3 and 4 Development

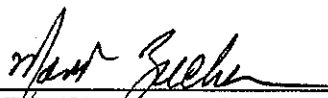
Agreement" shall be deemed to be references to the Parcel 3 and 4
Development Agreement as herein amended.

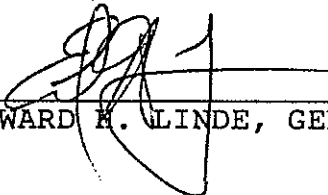
WITNESS the execution hereof under seal as of the day and
year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By 

CAMBRIDGE CENTER ASSOCIATES

By 
MORTIMER B. ZUCKERMAN, GENERAL
PARTNER

By 
EDWARD H. LINDE, GENERAL PARTNER

AMENDMENT NO. 10 TO PARCEL 3 and 4 DEVELOPMENT AGREEMENT

AMENDMENT NO. 10 TO PARCEL 3 and 4 DEVELOPMENT AGREEMENT
(hereinafter the "Parcel 3 and 4 Tenth Amendment" or the
"Amendment") dated as of September 14, 1994 (hereinafter
the "Date" of this Amendment), by and between CAMBRIDGE
REDEVELOPMENT AUTHORITY (hereinafter, with its successors and
assigns, the "Authority"), having its office at Four Cambridge
Center, Cambridge, Massachusetts, and CAMBRIDGE CENTER
ASSOCIATES, a Massachusetts general partnership (hereinafter,
with its successors and assigns, the "Developer"), in which
MORTIMER B. ZUCKERMAN and EDWARD H. LINDE are the general
partners, having its office at 8 Arlington Street, Boston,
Massachusetts.

A. Statement of Facts

1. By Development Agreement dated June 11, 1979 (the
"Original Parcel 3 and 4 Development Agreement") as amended by
Amendment No. 1 dated May 29, 1980 (the "Parcel 3 and 4 First
Amendment"), Amendment No. 2 dated December 22, 1981 (the "Parcel
3 and 4 Second Amendment"), Amendment No. 3 dated April 14, 1982
(the "Parcel 3 and 4 Third Amendment"), Amendment No. 4 dated
December 19, 1983 (the "Parcel 3 and 4 Fourth Amendment"),
Amendment No. 5 dated May 30, 1986 (the "Parcel 3 and 4 Fifth
Amendment"), Amendment No. 6 dated April 1, 1988 (the "Parcel 3
and 4 Sixth Amendment"), Amendment to Development Agreements
dated January 14, 1991 (referred to herein as either the "Parcel

2 Fourth Amendment", the "Parcel 3 and 4 Seventh Amendment" or the "1991 Amendment to Development Agreements"), Amendment to Development Agreements dated May 28, 1993 (referred to herein as either the "Parcel 2 Fifth Amendment," the "Parcel 3 and 4 Eighth Amendment" or the "1993 Amendment to Development Agreements") and Amendment No. 9 to Parcel 3 and 4 Development Agreement dated September 29, 1993 (the "Parcel 3 and 4 Ninth Amendment") (collectively, the "Parcel 3 and 4 Development Agreement" or the "Development Agreement"), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 3 and Parcel 4 of the Kendall Square Urban Renewal Area (the "Urban Renewal Area") as shown on Exhibit A to the Original Parcel 3 and 4 Development Agreement, as amended by Section 1 of the Parcel 3 and 4 Fifth Amendment (referred to in the Original Parcel 3 and 4 Development Agreement and hereafter sometimes referred to collectively as the "Development Area" and hereinafter sometimes referred to as the "Parcel 3 Development Area" and "Parcel 4 Development Area" respectively) upon the terms and conditions set forth in the Parcel 3 and 4 Development Agreement.

2. The Authority and the Developer have agreed that in order to further their agreements and accomplish the purposes embodied by the Parcel 3 and 4 Development Agreement more effectively in light of both past experience in implementing the Parcel 3 and 4 Development Agreement and current and anticipated economic, development and other conditions, it is necessary and

desirable to make certain amendments to the Parcel 3 and 4 Development Agreement as hereinafter set forth.

B. Agreement of the Parties

NOW THEREFORE, each of the parties hereto, for and in consideration of the promises and the mutual obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, does hereby covenant and agree with the other as follows:

1. The first sentence of Paragraph B(11)(d) of the Original Parcel 3 and 4 Development Agreement, as amended by Paragraph B(12) of the 1991 Amendment to Development Agreements, is hereby deleted in its entirety and shall be of no further force and effect and the following shall be substituted therefor:

Subject to the prior written consent of the Authority, which consent shall not be unreasonably withheld or delayed, the Developer may form separate limited partnerships with respect to separate Individual Parcels and may admit, as limited partners, individuals or other business entities for the purpose of entering into supplemental land disposition contracts for Individual Parcels so long as either (i) Mortimer B. Zuckerman and Edward H. Linde, either individually or as the sole partners of a general partnership, are the general partners thereof or (ii) a corporation of which Mortimer B. Zuckerman and Edward H.

Linde collectively own, either individually or as sole partners of a general partnership, more than fifty percent (50%) of the shares is the sole general partner thereof, provided that in either event (a) (x) Mortimer B. Zuckerman and Edward H. Linde, either individually or as sole partners of a general partnership, and (y) officers of Boston Properties, Inc., either individually or through one (1) or more limited partnerships the sole general partner of which is either an officer of Boston Properties, Inc. or Boston Properties, Inc., collectively own more than fifty (50%) of the total partnership interest in each such partnership and (b) Mortimer B. Zuckerman and Edward H. Linde have absolute control and management of the carrying out of such supplemental land disposition contracts; provided, however, that in the case of the death or incapacity of one of Mortimer B. Zuckerman or Edward H. Linde, any ownership interest which the foregoing requires to be held by Mortimer B. Zuckerman and Edward H. Linde, shall be held by the other.

2. The Original Parcel 3 and 4 Development Agreement is amended by revising Section 9(r) of Part I of Exhibit F thereto by deleting the words added after the words "the total partnership interest" by Paragraph B(19)(b) of the 1991 Amendment to Development Agreements and adding after such words "the total partnership interest" the following additional words:

or so long as said Mortimer B. Zuckerman and Edward H. Linde are, prior to such completion, the owners, either individually or as sole partners of a general partnership, of fifty percent (50%) of the stock of a corporate entity that is the sole general partner in such a partnership and also own additional limited partnership interests such that collectively, (x) the limited partnership interest of Mortimer B. Zuckerman and Edward H. Linde, (y) any limited partnership interests owned by officers of Boston Properties, Inc., either individually or through one (1) or more limited partnerships the sole general partner of which is either an officer of Boston Properties, Inc. or Boston Properties, Inc., and (z) the general partnership interest of such corporate general partner, comprise more than fifty percent (50%) of the total partnership interest; provided however, that in the case of the death or incapacity of one of Mortimer B. Zuckerman or Edward H. Linde, any ownership interest which the foregoing requires to be held by Mortimer B. Zuckerman and Edward H. Linde, shall be held by the other.

3. Except as herein amended, the Parcel 3 and 4 Development Agreement shall remain unchanged and in full force and effect. All references to the "Parcel 3 and 4 Development Agreement" shall be deemed to be references to the Parcel 3 and 4 Development Agreement as herein amended.

WITNESS the execution hereof under seal as of the day and year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By *Stephen S. Gelman*
Chairman

CAMBRIDGE CENTER ASSOCIATES

By *Mortimer B. Zuckerman*
MORTIMER B. ZUCKERMAN, GENERAL PARTNER

By *Edward H. Linde*
EDWARD H. LINDE, GENERAL PARTNER

AMENDMENT NO. 11 TO PARCEL 3 and 4 DEVELOPMENT AGREEMENT

AMENDMENT NO. 11 TO PARCEL 3 and 4 DEVELOPMENT AGREEMENT (hereinafter the "Parcel 3 and 4 Eleventh Amendment" or this "Amendment") dated as of June 23, 1997 by and between **CAMBRIDGE REDEVELOPMENT AUTHORITY** (hereinafter, with its successors and assigns, the "Authority"), having its office at Four Cambridge Center, Cambridge, Massachusetts, and **BOSTON PROPERTIES LIMITED PARTNERSHIP**, a Delaware limited partnership (hereinafter, "BPLP"), having its office at 8 Arlington Street, Boston, Massachusetts, as assignee pursuant to an Assignment and Assumption of Development Agreement, dated as of the date hereof, from Cambridge Center Associates (hereinafter, "CCA"), a Massachusetts general partnership in which Mortimer B. Zuckerman and Edward H. Linde are the general partners.

A. Statement of Facts

1. By Development Agreement dated June 11, 1979 (the "Original Parcel 3 and 4 Development Agreement") as amended by the Prior Amendments (described below) (as so amended and inclusive of all exhibits thereto, collectively, the "Parcel 3 and 4 Development Agreement" or the "Development Agreement"), between the Authority and CCA, the Authority agreed to convey to CCA in stages and CCA agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 3 and Parcel 4 of the Kendall Square Urban Renewal Area (the "Urban Renewal Area") as shown on Exhibit A to the Original Parcel 3 and 4 Development Agreement, as amended by Section 1 of the Parcel 3 and 4 Fifth Amendment (referred to in the Original Parcel 3 and 4 Development Agreement and hereinafter sometimes referred to collectively as the "Development Area" and hereinafter sometimes referred to as the "Parcel 3 Development Area" and "Parcel 4 Development Area" respectively) upon the terms and conditions set forth in the Parcel 3 and 4 Development Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Parcel 3 and 4 Development Agreement.

The Prior Amendments consist of the following:

Amendment No. 1 dated May 29, 1980 (the "Parcel 3 and 4 First Amendment");

Amendment No. 2 dated December 22, 1981 (the "Parcel 3 and 4 Second Amendment");

Amendment No. 3 dated April 14, 1982 (the "Parcel 3 and 4 Third Amendment");

Amendment No. 4 dated December 19, 1983 (the "Parcel 3 and 4 Fourth Amendment");

Amendment No. 5 dated May 30, 1986 (the "Parcel 3 and 4 Fifth Amendment");

Amendment No. 6 dated April 1, 1988 (the "Parcel 3 and 4 Sixth Amendment");

Amendment to Development Agreements dated January 14, 1991 (referred to herein as either the "Parcel 2 Fourth Amendment," the "Parcel 3 and 4 Seventh Amendment" or the "1991 Amendment to Development Agreements");

Amendment to Development Agreements dated May 28, 1993 (referred to herein as either the "Parcel 2 Fifth Amendment," the "Parcel 3 and 4 Eighth Amendment" or the "1993 Amendment to Development Agreements");

Amendment No. 9 to Parcel 3 and 4 Development Agreement dated September 29, 1993 (the "Parcel 3 and 4 Ninth Amendment"); and

Amendment No. 10 to Parcel 3 and 4 Development Agreement dated September 14, 1994 (the "Parcel 3 and 4 Tenth Amendment").

2. BPLP is a Delaware limited partnership the sole general partner of which is Boston Properties, Inc. ("BPI"), a publicly traded real estate investment trust formed to succeed to the real estate operations of the predecessor company founded by Mortimer B. Zuckerman and Edward H. Linde, of which CCA was an affiliate. Pursuant to a certain Assignment and Assumption of Parcel 3 and 4 Development Agreement between CCA and BPLP, dated as of the date hereof, CCA has assigned to BPLP, and BPLP has accepted and assumed, all of CCA's right, title and interest in and to, and obligations under, the Parcel 3 and 4 Development Agreement.

3. The Authority and BPLP have agreed that in order to effectuate and reflect the assignment of all of CCA's right, title and interest in and to, and obligations under, the Parcel 3 and 4 Development Agreement to BPLP, it is necessary and desirable to make certain amendments to the Development Agreement as hereinafter set forth.

B. Agreement of the Parties

NOW THEREFORE, each of the parties hereto, for and in consideration of the promises and the mutual obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, does hereby covenant and agree with the others as follows:

1. *Consent.* The Authority hereby consents to the assignment of all of CCA's right, title and interest in and to, and obligations under, the Parcel 3 and 4 Development Agreement from CCA to BPLP and the assumption thereof by BPLP.

2. *Developer.* From and after the effective date hereof, all references to "the Developer," "Cambridge Center Associates," or "CCA" in the Parcel 3 and 4 Development Agreement shall be deemed to refer to BPLP; CCA and (except as otherwise set forth in Section B.4 below) its partners hereby being relieved of all liability and obligations thereunder.

3. *Personal Obligations.* Reference is made to the obligations of Mortimer B. Zuckerman and Edward H. Linde under the Parcel 3 and 4 Development Agreement pertaining

to the construction of structured parking, personal guaranties specifically referred to in the last sentence of Paragraph B(1)(a) and in Exhibit G of the Parcel 3 and 4 Development Agreement and for rentals under leases of sites for temporary parking and any guaranty of a construction loan, all as referenced in Paragraphs B(1)(a), B(3)(b), and B(15)(b) of the Parcel 3 and 4 Development Agreement, in Part I, Section 9(z) (modifying Part II, Section 801) and in the final paragraph of the Form of Deed attached to Exhibit F, Form of Supplemental Land Disposition Contract, and in Section 12 of Exhibit H, Form of Lease Agreement for Temporary Parking (collectively, the "Personal Obligations"). The Authority hereby acknowledges that all of the Personal Obligations with respect to all Tracts which have been conveyed by the Authority prior to the date hereof and all other Personal Obligations under any agreements entered into prior to the date hereof have been fully and completely satisfied, in compliance with the requirements of the Parcel 3 and 4 Development Agreement and any agreements entered into pursuant thereto, the Renewal Plan and the Cambridge Zoning Ordinance, and are hereby discharged.

4. *Substitution of BPLP as Obligor on Future Personal Obligations.* This Amendment does not and shall not be construed to release Mortimer B. Zuckerman or Edward H. Linde from any liability for Personal Obligations with respect to Tracts not yet conveyed by the Authority or under any agreements to be entered into after the date of this Amendment pursuant to the Parcel 3 and 4 Development Agreement. The Authority agrees, however, that BPLP may, at any time, request that BPLP be substituted for Mortimer B. Zuckerman and Edward H. Linde as the obligor for any and all such Personal Obligations under the Parcel 3 and 4 Development Agreement. The Authority may grant or deny its consent to such substitution, in its discretion, after reviewing audited financial statements of BPLP and BPI for the most recent fiscal quarter and fiscal year. If the Authority grants its consent to such substitution, then the Authority and BPLP shall enter into a suitable amendment to the Parcel 3 and 4 Development Agreement to effectuate such substitution and the Authority shall release Mortimer B. Zuckerman and Edward H. Linde fully as the obligors under such Personal Obligations. The Authority agrees to respond to any such request of BPLP within thirty (30) days or any longer period as may be offered by BPLP.

5. *Payments and Construction Activity.*

(a) The Authority acknowledges and agrees that all payments of Development Deposits and purchase prices pursuant to the Parcel 3 and 4 Development Agreement shall now and hereafter be deemed to have been made by BPLP, and that all references in the Parcel 3 and 4 Development Agreement to commencement of construction by the Developer as of any date shall include, without limitation, commencement of all construction prior to or as of such date by any and all Redevelopers under one or more supplemental land disposition contracts entered into pursuant to the Parcel 3 and 4 Development Agreement. Without limiting the generality of the foregoing and in particular its application to the provisions of Paragraphs B(1)(c) and B(3)(a) of the Parcel 3 and 4 Development Agreement (as amended through the Parcel 3 and 4 Ninth Amendment) and Paragraphs B(2)(A) and (B) and B(2)(D) of the Parcel 3 and 4 Ninth Amendment, Paragraph B(2)(C) of the

Parcel 3 and 4 Ninth Amendment is hereby deleted in its entirety and the following paragraph is substituted therefor:

"Pursuant to the Parcel 2 Sixth Amendment, the Developer shall have the right to make certain payments to the Authority which are referred to in the Parcel 2 Sixth Amendment and hereinafter referred to as "Additional Parcel 2 Development Deposits." The Existing Development Deposit, any Additional Parcel 3 and 4 Development Deposits made pursuant to Paragraph B(2)(B) above and any additional Parcel 2 Development Deposits made pursuant to the Parcel 2 Sixth Amendment are hereinafter collectively called "Development Deposits." Any Development Deposits made by the Developer which have not been previously applied or returned to the Developer as provided in this Paragraph B(2)(C) or as provided in the Parcel 2 Development Agreement shall be applied, (i) at the election of the Developer pursuant to the Parcel 3 and 4 Development Agreement to the purchase price of any Parcel 3 and 4 Individual Parcel conveyed pursuant to the Parcel 3 and 4 Development Agreement and to any deposit which must be made towards such purchase price upon the execution of a license agreement respecting the use of such parcel prior to the conveyance thereof as provided in Paragraph B(17) of the 1991 Amendment to Development Agreements, or (ii) at the election of the Developer pursuant to the Parcel 2 Development Agreement to the purchase price of any Parcel 2 Individual Parcel conveyed pursuant to the Parcel 2 Development Agreement and to any deposit which must be made toward such purchase price upon the execution of a license agreement respecting the use of such parcel prior to the conveyance thereof as provided in Paragraph B(17) of the 1991 Amendment to Development Agreements. The value of the Development Deposits for the purposes of such application shall be the amount of such Development Deposit when paid to the Authority without any obligation of the Authority to add interest to such amount. Notwithstanding anything contained to the contrary in this Paragraph B(2)(C), all Development Deposits and the payments of any purchase prices made hereunder whenever made shall be deemed to have been made by Boston Properties Limited Partnership."

(b) Paragraph B(2)(B) of the Parcel 3 and 4 Ninth Amendment shall be amended as follows:

(i) The dollar figure referred to in the last line of subparagraph (iv) shall be increased from \$1,000,000 to \$1,250,000.

(ii) The dollar figure referred to in the last two lines of subparagraph (v) shall be increased from \$1,250,000 to \$1,500,000.

(iii) The dollar figure referred to in the last two lines of subparagraph (vi) shall be increased from \$1,500,000 to \$1,750,000.

(iv) Subparagraphs (vii) and (viii) shall be deleted in their entirety.

6. *Transfers.*

(a) Paragraph B(11) of the Parcel 3 and 4 Development Agreement (*as amended most recently by the Parcel 3 and 4 Tenth Amendment*) is hereby amended as follows:

(i) Paragraph B(11)(b) shall be deleted in its entirety and the following paragraph substituted therefor:

"It is hereby understood and agreed that Boston Properties, Inc. or an entity directly or indirectly controlled by it will be the sole general partner of the Developer."

(ii) Paragraph B(11)(c) (i) shall be amended by deleting the word "and" at the end of such paragraph and substituting the following clause therefor:

"provided, however, that any and all interests in the Developer and in Boston Properties, Inc. shall be freely transferable without obtaining the prior written consent of the Authority provided only that Boston Properties, Inc. or an entity directly or indirectly controlled by it shall be the sole general partner of the Developer; and"

(iii) Paragraph B(11)(c)(ii) shall be amended by inserting the following clause at the end of such paragraph immediately preceding the period:

"provided, however, that any and all interests in the Developer and in Boston Properties, Inc. shall be freely transferable without obtaining the prior written consent of the Authority provided only that Boston Properties, Inc. or an entity directly or indirectly controlled by it shall be the sole general partner of the Developer."

(iv) Paragraph B(11)(d) shall be deleted in its entirety and the following paragraph substituted therefor:

"Notwithstanding anything to the contrary in this Agreement, the Developer may assign all or any portion of its rights with respect to separate Individual Parcels to subsidiaries and/or affiliates of the Developer or Boston Properties, Inc., provided that the Developer or Boston Properties, Inc. has a direct or indirect controlling interest in such subsidiary and/or affiliate. In the event of a breach of the provisions of this Paragraph B(11) or in the event that at any time neither Boston Properties, Inc. nor an entity directly or indirectly controlled by Boston Properties, Inc. shall be the sole general partner of Developer, then at the option of the Authority, the Developer shall be deemed to be

in breach of and default under this Agreement and the Authority shall have no further obligations hereunder and shall, in addition to such other remedies as it may have hereunder, be free to deal with any party with respect to the Development Area not then covered by a supplemental land disposition contract and the development thereof."

(b) Part I, Sections 9(o) through (t), (w) and (x) of Exhibit F to the Parcel 3 and 4 Development Agreement are modified as follows:

(i) Part I, Section 9(o) is deleted in its entirety and the following substituted in its place:

"Section 501 hereof is hereby amended by deleting clause (c) thereof in its entirety and the words "and its stockholders" in the following line and substituting the following for clause (c): "the fact that a change with respect to the identity of the parties in control of the Redeveloper is for practical purposes a transfer or disposition of the Property then owned by the Redeveloper,"

(ii) Part I, Section 9(p) is deleted in its entirety and the following substituted in its place:

"Section 502 hereof is hereby deleted in its entirety and the following inserted in its place:

Prohibition Against Change of Control. For the foregoing reasons, the Redeveloper represents and agrees that except with the prior written agreement of the Agency to the contrary, the Redeveloper shall be an entity controlled directly or indirectly by Boston Properties Limited Partnership ("BPLP") or by Boston Properties, Inc., and so long as the Redeveloper is an entity controlled directly or indirectly by BPLP, then Boston Properties, Inc. or an entity directly or indirectly controlled by it shall be the sole general partner of BPLP. The Redeveloper may assign or convey all or any portion of its right, title and/or interest with respect to the Property or portions thereof or interests therein to subsidiaries and/or affiliates of the Redeveloper, BPLP or Boston Properties, Inc., provided that at all times the Redeveloper, BPLP or Boston Properties, Inc. has a direct or indirect controlling interest in such subsidiary and/or affiliate. It is understood and agreed that any and all interests in BPLP and in Boston Properties, Inc. shall be freely transferable without obtaining the prior written consent of the Agency provided only that Boston Properties, Inc. or an entity directly or indirectly controlled by it shall be the sole general partner of BPLP."

(iii) Part I, Section 9(r) is amended by deleting the remaining portion thereof following the words "admitting from time to time individuals or other business entities" and substituting the following in its place:

"as equity owners or otherwise transferring direct or indirect interests in the Redeveloper (provided that at all times the Redeveloper shall be an entity controlled directly or indirectly by BPLP or by Boston Properties, Inc. and that so long as the Redeveloper is an entity controlled directly or indirectly by BPLP, then Boston Properties, Inc. or an entity directly or indirectly controlled by it shall be the sole general partner of BPLP), or from assigning or conveying all or any portion of its right, title, and/or interest with respect to the Property or portions thereof or interests therein to subsidiaries and/or affiliates of the Redeveloper, BPLP or Boston Properties, Inc., provided that at all times the Redeveloper, BPLP or Boston Properties, Inc. has a direct or indirect controlling interest in such subsidiary and/or affiliate. It is understood and agreed that any and all interests in BPLP and in Boston Properties, Inc. shall be freely transferable without obtaining the prior written consent of the Agency provided only that Boston Properties, Inc. or an entity directly or indirectly controlled by it shall be the sole general partner of BPLP."

(iv) Part I, Section 9(s) is amended by deleting the words "stock or partnership" and substituting therefor the word "equity."

(v) Part I, Section 9(t) is deleted in its entirety and the following is substituted in its place:

"Section 504 hereof is amended by deleting clauses (a) and (b) thereof in their entirety and substituting therefor the following:

"the Redeveloper shall promptly notify the Agency of any and all changes in control of Redeveloper and, upon request of the Agency, furnish the Agency with a complete statement, subscribed and sworn to by a senior executive of Redeveloper, setting forth all of the legal holders of interests in Redeveloper and the manner in which control is maintained as required under this Agreement."

(vi) Part I, Section 9(w) is amended by deleting the words beginning "inserting the words" and ending with the word "stock," and substituting the following in their place:

"deleting the words 'in the ownership or distribution of the stock of the Redeveloper or.'"

(vii) Part I, Section 9(x) is amended by deleting the words beginning "inserting the words" and ending with the word "stock," and substituting the following in their place:

"deleting the words 'in the ownership or distribution of the stock of the Redeveloper or.'"

7. *Hazardous Materials.* BPLP hereby acknowledges and agrees that it is satisfied with the Authority's performance of its obligations pursuant to the provision added to Part I, Section 9(a) of Exhibit F to the Original Parcel 3 and 4 Development Agreement by Paragraph 27 of the Parcel 3 and 4 Seventh Amendment (the "Hazardous Materials Provision") and that the language contained in the Hazardous Materials Provision need not be inserted in each supplemental land disposition contract for Tracts that include the land located at the northeast corner of the Parcel 3 Development Area upon which a gasoline station and automobile repair facility was located as of January 1, 1991. Accordingly, Paragraph 27 of the Parcel 3 and 4 Seventh Amendment shall be of no further force and effect and Part I, Section 9(a) of Exhibit F to the Parcel 3 and 4 Development Agreement is hereby amended to read in its entirety as it was constituted prior to Parcel 3 and 4 Seventh Amendment.

8. *Additional Conforming Changes to Exhibits.*

(a) The introductory paragraph of the form of Supplemental Land Disposition Contract set forth in Exhibit F to the Parcel 3 and 4 Development Agreement shall be amended by deleting the remainder of the paragraph after the words ("hereinafter called "City"), Massachusetts," and substituting therefor the following:

"and _____, a _____ (which, together with its successors and assigns, is hereinafter called "Redeveloper") which Redeveloper shall be (i) an entity controlled directly or indirectly by Boston Properties Limited Partnership or by Boston Properties, Inc., provided that so long as the Redeveloper is an entity controlled directly or indirectly by Boston Properties Limited Partnership, then Boston Properties, Inc. or an entity directly or indirectly controlled by it shall be the sole general partner of Boston Properties Limited Partnership, or (ii) an affiliate of such entity or an affiliate of Boston Properties Limited Partnership or Boston Properties, Inc., and having its principal office at _____."

(b) The signature block following that of Cambridge Redevelopment Authority in the form of Supplemental Land Disposition Contract set forth in Exhibit F of the Parcel 3 and 4 Development Agreement shall be deleted and the following signature block shall be substituted therefor:

"REDEVELOPER:

Attest: _____

By: _____"

(c) The signature block following that of Cambridge Redevelopment Authority in the form of Deed set forth in Exhibit F of the Original Parcel 3 and 4 Development Agreement shall be deleted and the following signature block shall be substituted therefor:

"REDEVELOPER:

Attest: _____ By: _____"

(d) The introductory paragraph to the Form of Lease Agreement for Temporary Parking set forth in Exhibit H of the Parcel 3 and 4 Development Agreement shall be amended by deleting the remainder of the paragraph after the words "Cambridge, Massachusetts," and substituting therefor the following:

"and _____, a _____ (which, together with its successors and assigns, is hereinafter called "Lessee") which Lessee shall be (i) an entity controlled directly or indirectly by Boston Properties Limited Partnership or by Boston Properties, Inc., provided that so long as the Lessee is an entity controlled directly or indirectly by Boston Properties Limited Partnership, then Boston Properties, Inc. or an entity directly or indirectly controlled by it shall be the sole general partner of Boston Properties Limited Partnership, or (ii) an affiliate of such entity or an affiliate of Boston Properties Limited Partnership or Boston Properties, Inc., and having its principal office at _____."

(e) The form of Access Agreement attached as Exhibit A to the Parcel 3 and 4 Seventh Amendment shall be amended as follows:

(i) All references to Cambridge Center Associates or CCA shall be modified to refer to (A) an entity controlled directly or indirectly by Boston Properties Limited Partnership or by Boston Properties, Inc., provided that so long as such entity is controlled directly or indirectly by Boston Properties Limited Partnership, then Boston Properties, Inc. or an entity directly or indirectly controlled by it shall be the sole general partner of Boston Properties Limited Partnership, or (B) an affiliate of such entity or an affiliate of Boston Properties Limited Partnership or Boston Properties, Inc.; and

(ii) The signature block following that of Cambridge Redevelopment Authority shall be deleted and the following signature block shall be substituted therefor:

“[BOSTON PROPERTIES ENTITY]

By: _____”

(f) The form of Construction Staging License Agreement attached as Exhibit B to the Parcel 3 and 4 Seventh Amendment shall be amended as follows:

(i) All references to Cambridge Center Associates or CCA shall be modified to refer to (A) an entity controlled directly or indirectly by Boston Properties Limited Partnership or by Boston Properties, Inc., provided that so long as such entity is controlled directly or indirectly by Boston Properties Limited Partnership, then Boston Properties, Inc. or an entity directly or indirectly controlled by it shall be the sole general partner of Boston Properties Limited Partnership, or (B) an affiliate of such entity or an affiliate of Boston Properties Limited Partnership or Boston Properties, Inc.; and

(ii) The signature block shall be amended by deleting the bracketed words following the word “By:” and substituting a blank line therefor.

(g) The form of Escrow Agreement attached as Exhibit C to the Parcel 3 and 4 Seventh Amendment shall be amended as follows:

(i) All references to Cambridge Center Associates or CCA or its affiliates shall be modified to refer to the entity entering into the SLDC, which shall be (A) an entity controlled directly or indirectly by Boston Properties Limited Partnership or by Boston Properties, Inc., provided that so long as such entity is controlled directly or indirectly by Boston Properties Limited Partnership, then Boston Properties, Inc. or an entity directly or indirectly controlled by it shall be the sole general partner of Boston Properties Limited Partnership, or (B) an affiliate of such entity or an affiliate of Boston Properties Limited Partnership or Boston Properties, Inc.; and

(ii) The signature block following that of Cambridge Redevelopment Authority shall be deleted and the following signature block shall be substituted therefor:

"[INSERT NAME OF BOSTON PROPERTIES
AFFILIATE WHICH ENTERED INTO SLDC WITH
THE AUTHORITY FOR THE TRACT CONVEYED];

By: _____"

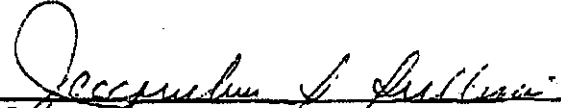
(iii) The form of Certificate of Completion attached as Exhibit B to the form of Escrow Agreement attached as Exhibit C to the Parcel 3 and 4 Seventh Amendment shall be amended as follows: all references to Cambridge Center Associates or CCA or its affiliates shall be modified to refer to the entity entering into the SLDC, which shall be (A) an entity controlled directly or indirectly by Boston Properties Limited Partnership or by Boston Properties, Inc., provided that so long as such entity is controlled directly or indirectly by Boston Properties Limited Partnership, then Boston Properties, Inc. or an entity directly or indirectly controlled by it shall be the sole general partner of Boston Properties Limited Partnership, or (B) an affiliate of such entity or an affiliate of Boston Properties Limited Partnership or Boston Properties, Inc.

9. Except as herein amended, the Parcel 3 and 4 Development Agreement shall remain unchanged and in full force and effect. All references to the "Parcel 3 and 4 Development Agreement" shall be deemed to be references to the Parcel 3 and 4 Development Agreement as herein amended. It is understood and acknowledged that the amendments herein made to the Parcel 3 and 4 Development Agreement shall not affect any Supplemental Land Disposition Contract previously entered into pursuant to the Parcel 3 and 4 Development Agreement as heretofore constituted, or with respect to any land conveyed under any such Supplemental Land Disposition Contract.

10. In the event that for any reason this Amendment or the assignment of all of CCA's right, title and interest in and to, and obligations under, the Parcel 3 and 4 Development Agreement to be BPLP shall be found contrary to law or in any way invalid, then such assignment shall be void and CCA shall continue to hold all of its right, title and interest in and to, and obligations under, the Parcel 3 and 4 Development Agreement as if no assignment had occurred, and this Amendment (excluding, however, this sentence) shall be void and the Parcel 3 and 4 Development Agreement shall continue in full force and effect as constituted prior to this Amendment.

WITNESS the execution hereof under seal as of the day and year first above written.

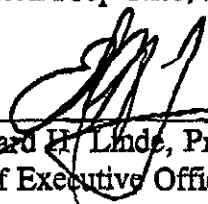
CAMBRIDGE REDEVELOPMENT
AUTHORITY

By: 
Name: Jacqueline S. Sullivan
Title: Chairman

**BOSTON PROPERTIES LIMITED
PARTNERSHIP**

By: Boston Properties, Inc., its general partner

By: _____


Edward H. Linde, President and
Chief Executive Officer

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AMENDMENT NO. 12 TO PARCEL 3 and 4 DEVELOPMENT
AGREEMENT

AMENDMENT NO. 12 TO PARCEL 3 and 4 DEVELOPMENT AGREEMENT (hereinafter the "Parcel 3 and 4 Twelfth Amendment" or this "Amendment") dated as of March 11, 1998 by and between CAMBRIDGE REDEVELOPMENT AUTHORITY (hereinafter, with its successors and assigns, the "Authority"), having its office at Four Cambridge Center, Cambridge, Massachusetts, and BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership (hereinafter, "BPLP"), having its office at 8 Arlington Street, Boston, Massachusetts, as assignee pursuant to an Assignment and Assumption of Development Agreement, dated as of June 23, 1997, from Cambridge Center Associates (hereinafter, "CCA").

A. Statement of Facts

1. By Development Agreement dated June 11, 1979 (the "Original Parcel 3 and 4 Development Agreement") as amended by the Prior Amendments (described below) (as so amended and inclusive of all exhibits thereto, collectively, the "Parcel 3 and 4 Development Agreement" or the "Development Agreement"), between the Authority and BPLP, as the assignee of CCA as aforesaid, the Authority has agreed to convey to BPLP, as the assignee of CCA as aforesaid, in stages and BPLP, as the assignee of CCA as aforesaid, has agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 3 and Parcel 4 of the Kendall Square Urban Renewal Area (the "Urban Renewal Area") as shown on Exhibit A to the Original Parcel 3 and 4 Development Agreement, as amended by Section 1 of the Parcel 3 and 4 Fifth Amendment (referred to in the Original Parcel 3 and 4 Development Agreement as the "Development Area") upon the terms and conditions set forth in Parcel 3 and 4 Development Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Parcel 3 and 4 Development Agreement.

The Prior Amendments consist of the following:

Amendment No. 1 dated May 29, 1980;

Amendment No. 2 dated December 22, 1981;

Amendment No. 3 dated April 14, 1982;

Amendment No. 4 dated December 19, 1983;

Amendment No. 5 dated May 30, 1986;

Amendment No. 6 dated April 1, 1988;

Amendment to Development Agreements dated January 14, 1991;

Amendment to Development Agreements dated May 28, 1993;

Amendment No. 9 to Parcel 3 and 4 Development Agreement dated September 29, 1993 (the "Parcel 3 and 4 Ninth Amendment");

Amendment No. 10 to Parcel 3 and 4 Development Agreement dated September 14, 1994; and

Amendment No. 11 to Parcel 3 and 4 Development Agreement dated as of June 23, 1997.

2. The Authority and BPLP have agreed that it is necessary and desirable to make certain amendments to the Development Agreement as hereinafter set forth.

B. Agreement of the Parties

NOW THEREFORE, each of the parties hereto, for and in consideration of the promises and the mutual obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, does hereby agree with the other as follows:

1. Paragraph B(2)(B) of the Parcel 3 and 4 Ninth Amendment shall be amended as follows:

The date referred to in the second and eighth lines of subparagraph (v) shall be changed from June 1, 1998 to January 1, 1999.

2. Except as herein amended, the Parcel 3 and 4 Development Agreement shall remain unchanged and in full force and effect. All references to the "Parcel 3 and 4 Development Agreement" shall be deemed to be references to the Parcel 3 and 4 Development Agreement as herein amended.

WITNESS the execution hereof under seal as of the day and year first above written.

CAMBRIDGE REDEVELOPMENT
AUTHORITY

By: Alan D. Bell
Name: Alan D. Bell
Title: Vice Chair

BOSTON PROPERTIES LIMITED
PARTNERSHIP

By: Boston Properties, Inc., its
general partner

By: Michael A. Cantalupa
Name: Michael A. Cantalupa
Title: Vice President

AMENDMENT NO. 13 TO PARCEL 3 and 4 DEVELOPMENT AGREEMENT

AMENDMENT NO. 13 TO PARCEL 3 and 4 DEVELOPMENT AGREEMENT
(hereinafter the "Parcel 3 and 4 Thirteenth Amendment" or the "Amendment") dated as of July 14th, 2004 (hereinafter the "Date" of this Amendment), by and between CAMBRIDGE REDEVELOPMENT AUTHORITY (hereinafter, with its successors and assigns, the "Authority"), having its office at One Cambridge Center, Cambridge, Massachusetts, and BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership (as successor-in-interest to Cambridge Center Associates, hereinafter, with its successors and assigns, the "Developer"), having its office at 111 Huntington Avenue, Boston, Massachusetts.

A. Statement of Facts

1. By Development Agreement dated June 11, 1979 (the "Original Parcel 3 and 4 Development Agreement") as amended by the Prior Amendments described below (as so amended and inclusive of all exhibits thereto, collectively, the "Parcel 3 and 4 Development Agreement"), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 3 and Parcel 4 of the Kendall Square Urban Renewal Area (the "Urban Renewal Area") as shown on Exhibit A to the Original Parcel 3 and 4 Development Agreement, as amended by Section 1 of the Parcel 3 and 4 Fifth Amendment (referred to in the Original Parcel 3 and 4 Development Agreement and hereafter sometimes referred to collectively as the "Development Area" and hereinafter sometimes referred to as the "Parcel 3 Development Area" and "Parcel 4 Development Area", respectively) upon the terms and conditions set forth in the Parcel 3 and 4 Development Agreement.

The Prior Amendments consist of the following:

- Amendment No. 1 dated May 29, 1980;
- Amendment No. 2 dated December 22, 1981;
- Amendment No. 3 dated April 14, 1982;

- Amendment No. 4 dated December 19, 1983;
- Amendment No. 5 dated May 30, 1986;
- Amendment No. 6 dated April 1, 1988;
- Amendment to Development Agreements dated January 14, 1991;
- Amendment to Development Agreements dated May 28, 1993;
- Amendment No. 9 to Parcel 3 and 4 Development Agreement dated September 29, 1993;
- Amendment No. 10 to Parcel 3 and 4 Development Agreement dated September 14, 1994;
- Amendment No. 11 to Parcel 3 and 4 Development Agreement dated June 23, 1997; and
- Amendment No. 12 to Parcel 3 and 4 Development Agreement dated March 11, 1998.

2. By Development Agreement dated April 14, 1982 (the "Original Parcel 2 Development Agreement"), as amended by the Parcel 2 Prior Amendments described below (as so amended and inclusive of all exhibits thereto, collectively, the "Parcel 2 Development Agreement"), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 2 of the Kendall Square Urban Renewal Area as shown on Exhibit A to the Original Parcel 2 Development Agreement (referred to in the Original Parcel 2 Development Agreement and hereinafter referred to as the "Parcel 2 Development Area") upon the terms and conditions set forth in the Parcel 2 Development Agreement.

The Parcel 2 Prior Amendments consist of the following:

- Amendment No. 1 dated April 24, 1987;
- Amendment No. 2 dated April 1, 1988;
- Amendment No. 3 dated March 19, 1990;

- Amendment to Development Agreements dated January 14, 1991;
- Amendment to Development Agreements dated May 28, 1993;
- Amendment No. 6 to Parcel 2 Development Agreement dated September 29, 1993; and
- Amendment No. 7 to Parcel 2 Development Agreement dated June 23, 1997.

3. The Parcel 3 and 4 Development Agreement and the Parcel 2 Development Agreement are hereinafter sometimes individually referred to as a "Development Agreement" and collectively referred to as the "Development Agreements."

4. The Authority and the Developer have agreed that in order to further their agreements and accomplish the purposes embodied by the Development Agreements more effectively in light of both past experience in implementing the Development Agreements and current and anticipated economic, development and other conditions, it is necessary and desirable (a) to make certain amendments to the Parcel 3 and 4 Development Agreement as hereinafter set forth and (b) concurrently with the execution of this Amendment to execute Amendment No. 8 to the Parcel 2 Development Agreement (the "Parcel 2 Eighth Amendment").

B. Agreement of the Parties

NOW THEREFORE, each of the parties hereto, for and in consideration of the promises and the mutual obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, does hereby covenant and agree with the other as follows:

1. Reference is made to that certain Amendment No. 5 to Urban Renewal Plan dated July 11, 2001 and that certain Ordinance Number 1253 issued by the City of Cambridge on October 15, 2001, which increased the overall square feet of gross floor area available for development in the Development Area by 200,000 square feet for the multi-family housing residential uses (such additional square footage, together with the square footage of gross floor

area originally allocated for the development of residential uses, being hereinafter referred to as the "Residential Development Rights").

2. (A) It is understood and agreed that all Development Deposits required to be made under the Parcel 3 and 4 Development Agreement have been duly paid by the Developer to the Authority and, accordingly, that the Authority has no further Termination Right under said Parcel 3 and 4 Development Agreement.

(B) Concurrently with the execution of this Thirteenth Amendment, the Developer shall make a payment to the Authority in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) on account of the Residential Development Rights (the "Initial Residential Development Deposit"). In addition, the Developer shall make the following payments to the Authority on account of the Residential Development Rights (any such payments being hereinafter referred to as an "Additional Residential Development Deposit"):

<u>Amount</u>	<u>Date of Payment</u>
\$400,000.00	on or before first (1 st) anniversary of the date of this Thirteenth Amendment
\$300,000.00	on or before second (2 nd) anniversary of the date of this Thirteenth Amendment
\$100,000.00	on or before third (3 rd) anniversary of the date of this Thirteenth Amendment

The Initial Residential Development Deposit, together with any Additional Residential Development Deposits made pursuant hereto, are hereinafter collectively called "Residential Development Deposits."

(C) Any Residential Development Deposits made by the Developer which have not been previously applied or returned to the Developer as provided in this Paragraph 2 shall be applied (i) at the election of the Developer pursuant to the Parcel 3 and 4 Development

Agreement to the purchase price of any Parcel 3 and 4 Individual Parcel conveyed pursuant to the Parcel 3 and 4 Development Agreement and to any deposit which must be made towards such purchase price upon the execution of a license agreement respecting the use of such parcel prior to the conveyance thereof as provided in Paragraph B(17) of the 1991 Amendment to Development Agreements, or (ii) at the election of the Developer pursuant to the Parcel 3 and 4 Development Agreement to the purchase of the Residential Development Rights as set forth in Section 3 below, or (iii) at the election of the Developer pursuant to the Parcel 2 Development Agreement to the purchase price of any Parcel 2 Individual Parcel conveyed pursuant to the Parcel 2 Development Agreement and to any deposit which must be made towards such purchase price or upon the execution of a license agreement respecting the use of such parcel prior to the conveyance thereof as provided in Paragraph B(17) of the 1991 Amendment to Development Agreements. The value of the Residential Development Deposits for the purposes of such application shall be the amount of such Residential Development Deposit together with all interest earned thereon from the date such Residential Development Deposit (or portion thereof) was paid to the Authority to the date of application at a rate of one hundred seventy-five (175) basis points over the then-prevailing Prime Rate as from time to time announced by Bank of America (or its successor).

(D) If the Parcel 3 and 4 Development Agreement terminates for any lawful reason by action of the Developer or any lawful or unlawful reason by action of the Authority or for any other reason other than the completion of all of the development thereunder by the Developer, then any balance of any Residential Development Deposits which have not been applied towards the purchase price of Parcel 3 and 4 Individual Parcels, Residential Development Rights or Parcel 2 Individual Parcels pursuant to Paragraph B(2)(C) above (hereinafter, the "Remaining Residential Development Deposit") shall be refunded to the Developer as provided in this Paragraph. The obligation of the Authority to so refund the Remaining Residential Development Deposit to the Developer as provided in this Paragraph shall include the obligation to add interest

to the Remaining Development Deposit at a rate of one hundred seventy-five (175) basis points over the then-prevailing Prime Rate as from time to time announced by Bank of America (or its successor), or if such rate is no longer available, at a comparable rate mutually acceptable to the Developer and the Authority or its successors, on the amount of the Remaining Residential Development Deposit not refunded to the Developer from the date such Remaining Residential Development Deposit (or portion thereof) was paid to the Authority until the full amount of the Remaining Residential Development Deposit has been repaid to the Developer. The Authority hereby agrees that a first lien for the benefit of the Developer superior to all other liens or encumbrances to secure the obligation of the Authority to pay the Remaining Residential Development Deposit as provided in this Paragraph to the Developer shall automatically attach to the land subject to the terminated Development Agreement owned by the Authority as of the date of such termination. The Authority agrees to enter into such documentation as the Developer may reasonably require to establish such lien, provided that the failure of the Authority to enter into such documentation shall in no way affect the validity of such lien or the obligation of the Authority to refund the Remaining Residential Development Deposit to the Developer as provided in this Paragraph. The Authority's obligation to so refund to the Developer the Remaining Residential Development Deposit shall be limited to the obligation to forthwith pay to the Developer the "Net Proceeds" as defined below, received by the Authority from the sale to a third party of any tract or tracts of land which were subject to the terminated Development Agreement up to the amount of the purchase price which would have been applicable to such land under the applicable Development Agreement if such land had been purchased by the Developer. Such "Net Proceeds" shall be the gross purchase price less the Authority's reasonable out-of-pocket costs for the identification of a purchaser, the negotiation of the terms for the sale and the conveyance of such land including costs for advertising, services of engineers, surveyors, brokers and attorneys, and customary closing costs. If the Net Proceeds from the sale of such land to a third party are at least equal to the purchase price which would

have been applicable to such land under the applicable Development Agreement if such land had been purchased by the Developer, upon the Developer's receipt of the full Net Proceeds from the sale of such land the Developer shall execute and deliver to the Authority a release of its lien upon such land sold to a third party. If the Net Proceeds from the sale of such land to a third party are less than the purchase price which would have been applicable to such land under the applicable Development Agreement if such land had been purchased by the Developer, upon the Developer's receipt of the full Net Proceeds from the sale of such land the Developer shall deliver to the Authority such documentation as may be required to establish that the Developer shall only retain a lien on such land equal to the difference between such purchase price under the applicable Development Agreement and the net proceeds from the sale of such land to such third party paid to the Developer. Upon the payment of the full amount of the Remaining Residential Development Deposit to the Developer, the Developer shall execute and deliver to the Authority a release of its lien on all of the Authority's land subject to the Development Agreements. The Authority and the Developer acknowledge and agree that a provision parallel to this Paragraph B(2)(D) is included in the Parcel 2 Eighth Amendment and any payment of the Net Proceeds under the Parcel 2 Eighth Amendment shall be deemed to be a payment of the Net Proceeds under this Paragraph B(2)(D).

3. (A) Notwithstanding anything contained in the Parcel 3 and 4 Development Agreement to the contrary, it is understood and agreed that the purchase price for the Residential Development Rights as set forth herein (i) shall be payable by the Developer upon the completion of the Project utilizing the Residential Development Rights and (ii) shall be in addition to the purchase price for the Individual Parcel upon which the Developer shall utilize the Residential Development Rights (hereinafter referred to as the "Residential Parcel") pursuant to the formula contained in the Parcel 3 and 4 Development Agreement.

(B) The minimum purchase price for the Residential Development Rights shall be Four Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$4,750,000.00) (the

“Minimum Residential Development Rights Purchase Price”), which purchase price shall be subject to adjustment as set forth below (such Minimum Residential Development Rights Purchase Price, as the same may be adjusted as set forth in Paragraph B(3)(C) below, being hereinafter referred to as the “Residential Development Rights Purchase Price”). In connection with the foregoing, it is understood and agreed that the Minimum Residential Development Rights Purchase Price has been established herein based on the percentage of so-called “affordable units” currently required by the provisions of the Zoning Ordinance for the City of Cambridge (being fifteen percent (15%)).

(C) In the event that the Developer should transfer the Residential Development Rights and fee simple title to the Residential Parcel to a third party, the Residential Development Rights Purchase Price shall be an amount equal to the sum of (i) the Minimum Residential Development Rights Purchase Price, plus (ii) twenty-five percent (25%) of any portion of the purchase price received by the Developer from such third party in excess of Seven Million and 00/100 Dollars (\$7,000,000.00) (the “Initial Split Threshold) up to Eight Million and 00/100 Dollars (the “Second Split Threshold”), plus (iii) fifty percent (50%) of any portion of the purchase price received by the Developer from such third party in excess of the Second Split Threshold. By way of example, if the Residential Development Rights and Residential Parcel were sold to a third party for \$9,000,000.00, the Authority would receive a total of \$5,500,000.00 as the Residential Development Rights Purchase Price, comprised of (i) the \$4,750,000.00 Minimum Residential Development Rights Purchase Price, plus (ii) twenty-five (25%) of the difference between the Initial Split Threshold and the Second Split Threshold, or \$250,000.00, plus (iii) fifty percent (50%) of the consideration in excess of the Second Split Threshold, or \$500,000.00.

(D) In the event that the Developer should transfer the Residential Development Rights and the Residential Parcel to a third party pursuant to a ground lease, the Residential Development Rights Purchase Price shall be an amount equal to the sum of (i) the Minimum

Residential Development Rights Purchase Price, plus (ii) twenty-five percent (25%) of the “Ground Lease Land Value” (as hereinafter defined) in excess of the Initial Split Threshold up to the Second Split Threshold, plus (iii) fifty percent (50%) of the Ground Lease Land Value in excess of the Second Split Threshold. For the purposes hereof, the “Ground Lease Land Value” shall be calculated by discounting the ground lease rent payments projected to be made over the term of the ground lease on a present value basis employing a discount rate of eight percent (8%). By way of example, if the Residential Parcel were to be ground-leased to a third party at an annual ground lease payment of \$720,000.00 over a ninety-nine (99) year lease term, the Ground Lease Land Value would be \$9,000,000.00 and the Authority would receive a total of \$5,500,000.00 as the Residential Development Rights Purchase Price, comprised of (i) the \$4,750,000.00 Minimum Residential Development Rights Purchase Price, plus (ii) twenty-five percent (25%) of the difference between the Initial Split Threshold and the Second Split Threshold, or \$250,000.00, plus (iii) fifty percent (50%) of the Ground Lease Land Value in excess of the Second Split Threshold, or \$500,000.00.

4. (A) It is understood and agreed that the Developer has obtained certain approvals from the Authority and other municipal authorities in order to amend the Urban Renewal Plan and obtain relief from the applicable provisions of the Cambridge Zoning Ordinance to allow for the construction of an additional 29,100 square feet of Gross Floor Area for Office and Biotechnology Manufacturing Uses (as those terms are defined in and/or determined under the Cambridge Zoning Ordinance) on the Parcel 3 Development Area (any such additional authorized square footage being hereinafter referred to as the “Additional Permitted Parcel 3 Office/Biotechnology GFA”). In addition, it is further understood and agreed that the Developer and Biogen Idec Realty Limited Partnership (as successor-in-interest to Biogen Realty Limited Partnership, “Biogen”) (x) have caused certain buildings owned by Biogen and located on the Parcel 2 Development Area to be remeasured such that an additional 16,292 square feet of Gross Floor Area is now available for Office and Biotechnology

Manufacturing Uses in the Urban Renewal Area and (y) are seeking the necessary approvals from the Authority and other municipal authorities to amend the Urban Renewal Plan to allow such additional square footage to be utilized by the Developer on the Parcel 3 Development Area (such additional square footage being hereinafter referred to as the "Additional Remeasured Parcel 3 Office/Biotechnology GFA").

(B) Notwithstanding anything contained in the Parcel 3 and 4 Development Agreement and/or the Parcel 2 Development Agreement to the contrary, the Authority hereby agrees that (i) the Developer shall be entitled to utilize the Additional Permitted Parcel 3 Office/Biotechnology GFA and the Additional Remeasured Parcel 3 Office/Biotechnology GFA in connection with its construction of a building on the Parcel 3 Development Area and (ii) the Developer shall pay to the Authority an amount equal to \$5.00 per square foot of the Additional Permitted Parcel 3 Office/Biotechnology GFA (but not the Additional Remeasured Parcel 3 Office/Biotechnology GFA, for which the Authority has already received payment from Biogen in connection with its construction of the buildings on the Parcel 2 Development Area that have now been remeasured), which amount shall be in addition to the purchase price otherwise payable by the Developer pursuant to the formula set forth in the Parcel 3 and 4 Development Agreement for the Individual Parcel on which the Additional Permitted Parcel 3 Office/Biotechnology GFA is to be utilized.

5. The Authority and the Developer hereby confirm their intention and agreement upon the execution of the Original Parcel 3 and 4 Development Agreement and hereby confirm such intention and agreement as applicable to the Parcel 3 and 4 Development Agreement as amended, that to the fullest extent legally possible (a) the terms and conditions of the Parcel 3 and 4 Development Agreement shall be covenants running with that portion of the Parcel 3 and 4 Development Area owned by the Authority from time to time (the "Authority's Land") for the benefit of the Developer and any successors and assigns of the Developer permitted by the Parcel 3 and 4 Development Agreement and those Parcel 3 and 4 Individual Parcels conveyed pursuant

to the terms of the Parcel 3 and 4 Development Agreement and as a burden on the Authority's Land and (b) such terms and conditions shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law or equity, binding for the benefit of the Developer and the Developer's successors and assigns permitted by the Parcel 3 and 4 Development Agreement, against the Authority, its successors and assigns, and any subsequent owner of the Authority's Land.

6. Developer shall, on a monthly basis, reimburse the Authority for those expenses incurred by the Authority in the development of the Development Area, consistent with the terms and provisions of the Parcel 3 and 4 Development Agreement regarding such reimbursement to the Authority for such expenses.

7. Developer shall cause its affiliate, the Trustees of One Cambridge Center Trust ("One CCT"), to amend that certain lease dated June 30, 2001 (the "Lease") between One CCT as landlord and the Authority as tenant to provide for (i) a reduction in the Annual Fixed Rent (as that term is defined in the Lease) payable by the Authority under the Lease from \$55.00 per square foot per annum to \$32.00 per square foot per annum effective as of August 1, 2004, (ii) an extension of the lease term through June 30, 2009 upon the same terms and conditions as the Lease (as affected by the amendment described herein) and (iii) the granting to the Authority of a total of five (5) parking privileges under Article X of the Lease free of charge to the Authority, which parking privileges shall initially be provided to the Authority in the North Garage on the Parcel 2 Development Area until the completion of the West Garage on the Parcel 3 Development Area, at which point they shall be located in the West Garage. In addition, the amendment shall provide that the Authority shall have the right to request that One CCT locate up to an additional two hundred fifty (250) square feet within buildings owned by One CCT or its affiliates in the Development Area or the Parcel 2 Development Area for use by the Authority as storage space during the remainder of the term of the Lease. In the event that such storage space can be located (it being understood and agreed that neither One CCT nor the Developer

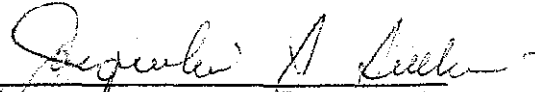
nor any of their affiliates shall be liable to the Authority in the event no such space becomes available or can be located during the term of the Lease), such space shall be provided to the Authority free of charge.

8. Developer shall make a good faith effort to engage the owner of the building known as Nine Cambridge Center (currently occupied by The Whitehead Institute) in a dialogue to evaluate the redesign of the plaza area located on the corner of Main Street and the so-called Western Connector (which plaza area has been dedicated via covenant to the City of Cambridge as public open space). The focus of such redesign effort would be to integrate said plaza area with and into the plaza area to be developed on the adjacent site at the building to be known as Seven Cambridge Center. In connection with the foregoing, it is understood and agreed that (i) Developer does not own the Nine Cambridge Center building and therefore cannot control the actions of the owner of such building and (ii) accordingly, Developer shall not be liable in any way to the Authority under this Section 8 in the event that the owner of the Nine Cambridge Center building refuses to accommodate any requests to participate in a redesign process, provided that Developer has used good faith efforts to engage such owner in such process as aforesaid.

9. Except as herein amended, the Parcel 3 and 4 Development Agreement shall remain unchanged and in full force and effect. All references to the "Parcel 3 and 4 Development Agreement" shall be deemed to be references to the Parcel 3 and 4 Development Agreement as herein amended.

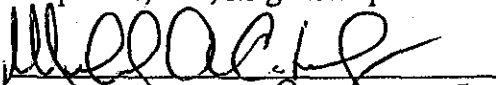
WITNESS the execution hereof under seal as of the day and year first above written.

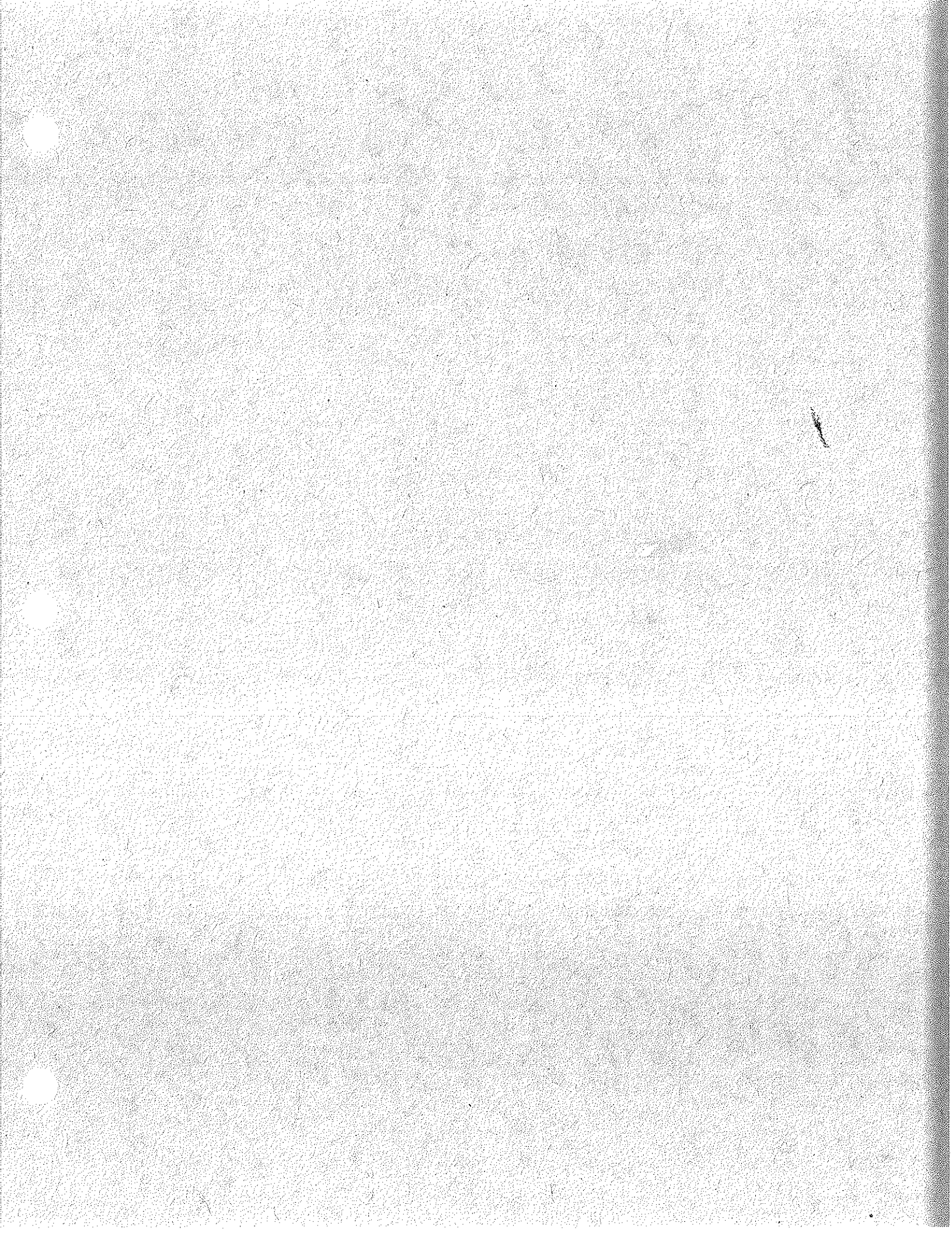
CAMBRIDGE REDEVELOPMENT AUTHORITY

By: 
Name: JACQUELINE S. SULLIVAN
Title: CHAIR

BOSTON PROPERTIES LIMITED PARTNERSHIP

By: Boston Properties, Inc., its general partner

By: 
Name: SENIOR VICE PRESIDENT
Title: MICHAEL A. CANTALUPA



AMENDMENT NO. 14 TO PARCEL 3 and 4 DEVELOPMENT AGREEMENT

AMENDMENT NO. 14 TO PARCEL 3 and 4 DEVELOPMENT AGREEMENT

(hereinafter the “Parcel 3 and 4 Fourteenth Amendment” or the “Amendment”) dated as of January 11th, 2011 (hereinafter the “Date” of this Amendment), by and between CAMBRIDGE REDEVELOPMENT AUTHORITY (hereinafter, with its successors and assigns, the “Authority”), having its office at One Cambridge Center, Cambridge, Massachusetts, and BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership (as successor-in-interest to Cambridge Center Associates, hereinafter, with its successors and assigns, the “Developer”), having its office at 800 Boylston Street, Suite 1900, Boston, Massachusetts.

A. Statement of Facts

1. By Development Agreement dated June 11, 1979 (the “Original Parcel 3 and 4 Development Agreement”) as amended by the Prior Amendments described below (as so amended and inclusive of all exhibits thereto, collectively, the “Parcel 3 and 4 Development Agreement”), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 3 and Parcel 4 of the Kendall Square Urban Renewal Area (the “Urban Renewal Area”) as shown on Exhibit A to the Original Parcel 3 and 4 Development Agreement, as amended by Section 1 of the Parcel 3 and 4 Fifth Amendment (referred to in the Original Parcel 3 and 4 Development Agreement and hereafter sometimes referred to collectively as the “Development Area” and hereinafter sometimes referred to as the “Parcel 3 Development Area” and “Parcel 4 Development Area”, respectively) upon the terms and conditions set forth in the Parcel 3 and 4 Development Agreement.

The Prior Amendments consist of the following:

- Amendment No. 1 dated May 29, 1980;
- Amendment No. 2 dated December 22, 1981;

- Amendment No. 3 dated April 14, 1982;
- Amendment No. 4 dated December 19, 1983;
- Amendment No. 5 dated May 30, 1986;
- Amendment No. 6 dated April 1, 1988;
- Amendment to Development Agreements dated January 14, 1991;
- Amendment to Development Agreements dated May 28, 1993;
- Amendment No. 9 to Parcel 3 and 4 Development Agreement dated September 29, 1993;
- Amendment No. 10 to Parcel 3 and 4 Development Agreement dated September 14, 1994;
- Amendment No. 11 to Parcel 3 and 4 Development Agreement dated June 23, 1997;
- Amendment No. 12 to Parcel 3 and 4 Development Agreement dated March 11, 1998; and
- Amendment No. 13 to Parcel 3 and 4 Development Agreement dated July 14, 2004.

2. By Development Agreement dated April 14, 1982 (the “Original Parcel 2 Development Agreement”), as amended by the Parcel 2 Prior Amendments described below (as so amended and inclusive of all exhibits thereto, collectively, the “Parcel 2 Development Agreement”), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 2 of the Kendall Square Urban Renewal Area as shown on Exhibit A to the Original Parcel 2 Development Agreement (referred to in the Original Parcel 2 Development Agreement and hereinafter referred to as the “Parcel 2 Development Area”) upon the terms and conditions set forth in the Parcel 2 Development Agreement.

The Parcel 2 Prior Amendments consist of the following:

- Amendment No. 1 dated April 24, 1987;
- Amendment No. 2 dated April 1, 1988;
- Amendment No. 3 dated March 19, 1990;
- Amendment to Development Agreements dated January 14, 1991;
- Amendment to Development Agreements dated May 28, 1993;
- Amendment No. 6 to Parcel 2 Development Agreement dated September 29, 1993;
- Amendment No. 7 to Parcel 2 Development Agreement dated June 23, 1997; and
- Amendment No. 8 to Parcel 2 Development Agreement dated July 14, 2004.

3. The Parcel 3 and 4 Development Agreement and the Parcel 2 Development Agreement are hereinafter sometimes individually referred to as a “Development Agreement” and collectively referred to as the “Development Agreements.”

4. The Authority and the Developer have agreed that in order to further their agreements and accomplish the purposes embodied by the Development Agreements more effectively in light of both past experience in implementing the Development Agreements and current and anticipated economic, development and other conditions, it is necessary and desirable to make certain amendments to the Parcel 3 and 4 Development Agreement as hereinafter set forth.

B. Agreement of the Parties

NOW THEREFORE, each of the parties hereto, for and in consideration of the promises and the mutual obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, does hereby covenant and agree with the other as follows:

1. Reference is made to that certain Amendment No. 8 to Urban Renewal Plan approved by the Department of Housing and Community Development (DHCD) on July 14, 2010 and that certain Ordinance Number 1334 issued by the City of Cambridge on August 2,

2010, which increased the overall square feet of gross floor area available for development in certain portions of Parcels 3 and 4 of the Development Area by 300,000 square feet for office uses and biotechnology manufacturing uses (such additional square footage being hereinafter referred to as the "2010 Additional GFA").

2. (A) Concurrently with the execution of this Fourteenth Amendment, the Developer shall make a payment to the Authority in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) on account of the 2010 Additional GFA (the "2010 Additional GFA Deposit").

(B) To the extent the same has not been previously applied or returned to the Developer as provided in this Paragraph 2, the 2010 Additional GFA Deposit shall be applied (i) at the election of the Developer pursuant to the Parcel 3 and 4 Development Agreement to the 2010 Additional GFA Purchase Price (as defined in Paragraph 3(B) below), or (ii) at the election of the Developer pursuant to the Parcel 3 and 4 Development Agreement to the purchase price for the Residential Development Rights.

(C) If the Parcel 3 and 4 Development Agreement terminates for any lawful reason by action of the Developer or any lawful or unlawful reason by action of the Authority or for any other reason other than the completion of all of the development thereunder by the Developer, then any balance of any 2010 Additional GFA Deposit which has not been applied pursuant to Paragraph B(2)(C) above (hereinafter, the "Remaining 2010 Additional GFA Deposit") shall be refunded to the Developer. Except as specifically provided in the immediately preceding sentence, all deposits made hereunder by the Developer are non-refundable.

3. (A) Notwithstanding anything contained in the Parcel 3 and 4 Development Agreement to the contrary, it is understood and agreed that the purchase price for the 2010 Additional GFA as set forth herein (i) shall be payable by the Developer upon the issuance by the City of Cambridge of a building permit for the construction of the Project utilizing the 2010 Additional GFA (or at such earlier time prior to the issuance of a building permit as the

Developer may elect) and (ii) shall be in addition to the purchase price that has already been paid by the Developer for the Individual Parcel(s) upon which the Developer shall utilize the 2010 Additional GFA (it being acknowledged and agreed that the Authority no longer holds title to any of the Individual Parcels on Parcels 3 and 4 of the Development Area upon which the 2010 Additional GFA may be utilized in accordance with Ordinance Number 1334 referenced above, having previously conveyed all such parcels to the Developer or its designees pursuant to the terms and provisions of the Parcel 3 and 4 Development Agreement).

(B) The purchase price for the 2010 Additional GFA (the “2010 Additional GFA Purchase Price”) shall be calculated in accordance with the formula set forth in Paragraph B(2)(a) of the Original Parcel 2 Development Agreement, as modified by Paragraph B(9) of the Amendment to Development Agreements dated January 14, 1991 (the “1991 Amendment”); provided, however, that (i) all references in such paragraphs to Parcel 2 of the Development Area shall be deemed to be references to Parcels 3 and 4 of the Development Area, (ii) all references to the Preliminary Design Phase submission shall be deemed to be references to the Concept Design Phase submission and (iii) the phrase “two hundred percent (200%)” in Paragraph B(9) of the 1991 Amendment shall be deleted in its entirety and the phrase “one hundred fifty percent (150%)” substituted therefor.

4. It is acknowledged and agreed that Ordinance Number 1334 requires that any project utilizing the 2010 Additional GFA be subject to the project review special permit provisions of Section 19.20 of the City of Cambridge Zoning Ordinance, with the exception of Section 19.21.1. Accordingly, the Authority agrees to coordinate its review of any such project utilizing the 2010 Additional GFA with the review under said Section 19.20 so that the reviews are not duplicative of each other and can be conducted simultaneously and in as expeditious and efficient a manner as possible.

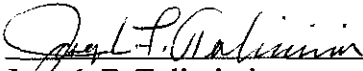
5. Except as herein amended, the Parcel 3 and 4 Development Agreement shall remain unchanged and in full force and effect. All references to the “Parcel 3 and 4

Development Agreement” shall be deemed to be references to the Parcel 3 and 4 Development Agreement as herein amended.

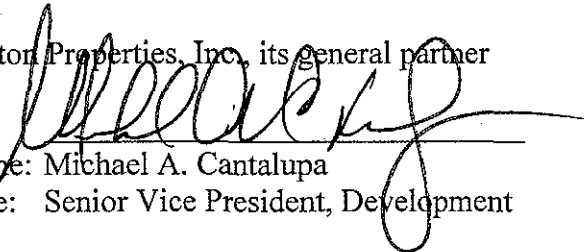
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WITNESS the execution hereof under seal as of the day and year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: 
Name: Joseph F. Tulimieri
Title: Executive Director

BOSTON PROPERTIES LIMITED PARTNERSHIP

By: Boston Properties, Inc. its general partner
By: 
Name: Michael A. Cantalupa
Title: Senior Vice President, Development

AMENDMENT NO. 15 TO PARCEL 3 and 4 DEVELOPMENT AGREEMENT

AMENDMENT NO. 15 TO PARCEL 3 and 4 DEVELOPMENT AGREEMENT
(hereinafter the "Parcel 3 and 4 Fifteenth Amendment" or the "Amendment") dated as of December 12, 2016 (hereinafter the "Date" of this Amendment), by and between CAMBRIDGE REDEVELOPMENT AUTHORITY (hereinafter, with its successors and assigns, the "Authority"), having its office at One Cambridge Center, Cambridge, Massachusetts, and BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership (as successor-in-interest to Cambridge Center Associates, hereinafter, with its successors and assigns, the "Developer"), having its office at 800 Boylston Street, Suite 1900, Boston, Massachusetts.

A. STATEMENT OF FACTS

1. By Development Agreement dated June 11, 1979 (the "Original Parcel 3 and 4 Development Agreement") as amended by the Prior Amendments described below (as so amended and inclusive of all exhibits thereto, collectively, the "Parcel 3 and 4 Development Agreement"), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 3 and Parcel 4 of the Kendall Square Urban Renewal Area (the "Urban Renewal Area") as shown on Exhibit A to the Original Parcel 3 and 4 Development Agreement, as amended by Section 1 of the Parcel 3 and 4 Fifth Amendment (referred to in the Original Parcel 3 and 4 Development Agreement and hereafter sometimes referred to collectively as the "Development Area" and hereinafter sometimes referred to as the "Parcel 3 Development Area" and "Parcel 4 Development Area", respectively) upon the terms and conditions set forth in the Parcel 3 and 4 Development Agreement.

The Prior Amendments consist of the following:

- Amendment No. 1 dated May 29, 1980;
- Amendment No. 2 dated December 22, 1981;
- Amendment No. 3 dated April 14, 1982;
- Amendment No. 4 dated December 19, 1983;
- Amendment No. 5 dated May 30, 1986;
- Amendment No. 6 dated April 1, 1988;
- Amendment to Development Agreements dated January 14, 1991;
- Amendment to Development Agreements dated May 28, 1993;
- Amendment No. 9 to Parcel 3 and 4 Development Agreement dated September 29, 1993;
- Amendment No. 10 to Parcel 3 and 4 Development Agreement dated September 14, 1994;
- Amendment No. 11 to Parcel 3 and 4 Development Agreement dated June 23, 1997;
- Amendment No. 12 to Parcel 3 and 4 Development Agreement dated March 11, 1998; and
- Amendment No. 13 to Parcel 3 and 4 Development Agreement dated July 14, 2004.
- Amendment No. 14 to Parcel 3 and 4 Development Agreement dated January 11, 2011.

2. By Development Agreement dated April 14, 1982 (the “Original Parcel 2 Development Agreement”), as amended by the Parcel 2 Prior Amendments described below (as so amended and inclusive of all exhibits thereto, collectively, the “Parcel 2 Development Agreement”), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in

stages, the developable area within Parcel 2 of the Kendall Square Urban Renewal Area as shown on Exhibit A to the Original Parcel 2 Development Agreement (referred to in the Original Parcel 2 Development Agreement and hereinafter referred to as the “Parcel 2 Development Area”) upon the terms and conditions set forth in the Parcel 2 Development Agreement.

The Parcel 2 Prior Amendments consist of the following:

- Amendment No. 1 dated April 24, 1987;
- Amendment No. 2 dated April 1, 1988;
- Amendment No. 3 dated March 19, 1990;
- Amendment to Development Agreements dated January 14, 1991;
- Amendment to Development Agreements dated May 28, 1993;
- Amendment No. 6 to Parcel 2 Development Agreement dated September 29, 1993;
- Amendment No. 7 to Parcel 2 Development Agreement dated June 23, 1997; and
- Amendment No. 8 to Parcel 2 Development Agreement dated July 14, 2004.

3. The Parcel 3 and 4 Development Agreement and the Parcel 2 Development Agreement are hereinafter sometimes individually referred to as a “Development Agreement” and collectively referred to as the “Development Agreements.”

4. The Authority and the Developer have agreed that in order to further their agreements and accomplish the purposes embodied by the Development Agreements more effectively in light of both past experience in implementing the Development Agreements and current and anticipated economic, development and other conditions, it is necessary and desirable to make certain amendments to the Parcel 3 and 4 Development Agreement as hereinafter set forth.

B. AGREEMENT OF THE PARTIES

NOW, THEREFORE, each of the parties hereto, for and in consideration of the promises and the mutual obligations herein contained, and for other good and valuable consideration, the

receipt and sufficiency of which is hereby severally acknowledged, does hereby covenant and agree with the other as follows:

1. (A) Reference is made to that certain Amendment No. 5 to Urban Renewal Plan dated July 11, 2001 and that certain Ordinance Number 1253 issued by the City of Cambridge on October 15, 2001, which increased the overall square feet of gross floor area available for development in the Development Area by 200,000 square feet for multi-family housing uses (such additional square footage, together with the square footage of gross floor area originally allocated for the development of residential uses, being hereinafter referred to as the “Residential Development Rights”).

(B) It is acknowledged and agreed that the Developer has commenced the development of a project (the “Ames Street Project”) containing approximately 216,000 square feet of gross floor area to be located on property within Parcel 4 of the Development Area owned by affiliates of the Developer pursuant to a Project Review Special Permit (Case #294) issued by the City of Cambridge Planning Board. The Ames Street Project consists of approximately 200,000 square feet of gross floor area for multi-family housing uses and approximately 16,000 square feet of gross floor area for retail and consumer service establishments. The square footage of gross floor area allocated for the development of residential uses is comprised of Residential Development Rights under the Parcel 3 and 4 Development Agreement.

2. (A) A portion of the Ames Street Project is being constructed on a parcel of land conveyed by the City of Cambridge to an affiliate of the Developer pursuant to (i) a certain Land Disposition Agreement dated February 6, 2014 (as amended, the “LDA”) and (ii) a certain Quitclaim Deed dated August 13, 2015 recorded with the Middlesex South District Registry of Deeds in Book 65907, Page 441 (the “Ames Street Parcel”). It is acknowledged and agreed that the LDA requires the affiliate of the Developer acquiring the Ames Street Parcel to undertake certain reconstruction work in and to the portion of Ames Street to remain a public way (the “Ames Street Reconstruction Work”) as a condition to the conveyance by the City of Cambridge

of the Ames Street Parcel, which such obligation is described with greater particularity on Exhibit A attached hereto.

(B) In recognition of the costs associated with the Ames Street Reconstruction Work, and notwithstanding anything contained in the Parcel 3 and 4 Development Agreement to the contrary (but subject to the provisions of subsection (C) below), the Authority and the Developer have agreed that the Residential Development Rights Purchase Price shall be payable in accordance with the schedule attached hereto as Exhibit B (the "Payment Schedule").

(C) It is acknowledged and agreed that the Payment Schedule set forth on Exhibit B is based upon a projected cost of \$3,600,000.00 (the "Threshold Amount") for the Ames Street Reconstruction Work. The Developer shall provide to the Authority, no later than the date on which the City of Cambridge shall issue a certificate of occupancy for the Ames Street Project, sufficiently detailed documentation evidencing the final costs of the Ames Street Reconstruction Work (the "Reconstruction Costs"). In the event that the Reconstruction Costs are less than the Threshold Amount, the Developer shall pay to the Authority an additional amount (the "Adjusted Payment Amount") equal to the lesser of (i) an amount equal to fifty percent (50%) of the difference between the Reconstruction Costs and the Threshold Amount and (ii) \$1,000,000. By way of example, if the Reconstruction Costs are \$2,800,000.00, then the Adjusted Payment Amount shall be \$400,000.00 (i.e., 50% of \$3,600,000.00 - \$2,800,000.00). If the Reconstruction Costs are \$1,500,000.00, then the Adjusted Payment Amount shall be \$1,000,000.00. In the event that the Reconstruction Costs are greater than the Threshold Amount, there shall be no adjustment to the Payment Schedule.

(D) In the event that an Adjusted Payment Amount is payable, the Payment Schedule shall be adjusted in a mutually acceptable manner to modify the annual amounts payable and/or the number of annual payments and/or the timing of the payments, so as to account for the additional consideration on a net-present-value basis.

(E) Notwithstanding anything contained herein to the contrary, in the event that the Ames Street Project is transferred in its entirety to a third party prior to the payment in full of the Residential Development Rights Purchase Price, the entire then-remaining portion of the Residential Development Rights Purchase Price shall be due and payable upon completion of the transfer. In connection with the foregoing, it is understood and agreed that the determination of the applicable amount of the Residential Development Rights Purchase Price under Section (B)(3) of Amendment No. 13 to Parcel 3 and 4 Development Agreement dated July 14, 2004 shall be made at the time the first payment is due in accordance with the Payment Schedule.

(F) The Developer may in its sole discretion elect to pay the then-remaining portion of the Residential Development Rights Purchase Price in full at any time, notwithstanding that prior payments may have been made in accordance with the Payment Schedule.

3. Boston Properties Limited Partnership, the entity that is the Developer under the Development Agreement, is the operating partnership through which Boston Properties, Inc. (a publicly-traded real estate investment trust) owns and operates its portfolio currently consisting of approximately 50 million square feet of in-service and development properties. As the Developer, Boston Properties Limited Partnership is obligated to comply with the terms and provisions of the Parcel 3 and 4 Development Agreement (as herein amended), including without limitation the payment of the Residential Development Rights Purchase Price pursuant to the Payment Schedule described herein.

4. Except as herein amended, the Parcel 3 and 4 Development Agreement (including, without limitation, the provisions relating to the purchase price to be paid by the Developer for the portion of the gross floor area of the Ames Street Project used for retail and consumer service establishments) shall remain unchanged and in full force and effect. All references to the "Parcel 3 and 4 Development Agreement" shall be deemed to be references to the Parcel 3 and 4 Development Agreement as herein amended.

WITNESS the execution hereof as of the day and year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: Kathleen Born
Name: Kathleen Born
Title: Board Chair

BOSTON PROPERTIES LIMITED PARTNERSHIP

By: Boston Properties, Inc., its general partner
By: [Signature]
Name: Michael A. Cantalupa
Title: Senior Vice President, Development

EXHIBIT A

Ames Street Reconstruction Work

The entity purchasing the Ames Street Site (“Purchaser”) shall, at its sole cost and expense and in accordance with final construction plans to be approved in writing by the City of Cambridge Department of Public Works:

- Relocate all existing utility or sub-surface easements on the Ames Street Parcel, as approved by the City, at the Purchaser’s sole expense in conjunction with the development of the Ames Street Parcel.
- Fully reconstruct the sidewalks on the eastern side of Ames Street, subject to final plans satisfactory to and approved in writing by the City. Sidewalk improvements shall include tree plantings (in the manner recently installed on Ames Street), installation of city-standard parking meters and installation of bicycle racks.
- Reconstruct the sidewalks on the western side of Ames Street, but only to the extent that the same are disturbed during the course of completing the utility relocation described above.
- Reconstruct the Ames Street carriageway, subject to approval of final plans in writing by the City.
- Replace the traffic signals at the intersections of Ames Street and Broadway and Ames Street and Main Street, subject to final written approval by the City.
- Install new streetlight poles and lamp heads on both sides of Ames Street pursuant to the City’s current standards for LED lighting and the final written approval of the City.

EXHIBIT B

Payment Schedule for Residential Development Rights Purchase Price¹

Project Year	Anticipated Year	Payment Amount
1	2016	\$0
2	2017	\$0
3	2018	\$431,818.00 ²
4	2019	\$431,818.00
5	2020	\$431,818.00
6	2021	\$431,818.00
7	2022	\$431,818.00
8	2023	\$431,818.00
9	2024	\$431,818.00
10	2025	\$431,818.00
11	2026	\$431,818.00
12	2027	\$431,818.00
13	2028	\$431,818.00
Total Payment		\$4,750,000.00

¹ This schedule reflects payment by the Developer of the Minimum Residential Development Rights Purchase Price, but would be adjusted on a proportionate basis to reflect any adjustment in the Residential Development Rights Purchase Price under Sections (B)(3)(C) or (D) of Amendment No. 13 to the Parcel 3 and 4 Development Agreement in the event of any transfer by the Developer of the Residential Development Rights to a third party prior to the first payment.

In addition, this schedule does not include commercial development rights purchases by the Developer for the retail component of the Ames Street Project. It also does not include any Adjusted Payment Amount provided for in Section (B)(2)(C) or (D) of this Parcel 3 and 4 Fifteenth Amendment.

² First payment due upon issuance of certificate of occupancy, per Section 3(A) of Amendment No. 13 to Parcel 3 and 4 Development Agreement.

AMENDMENT TO DEVELOPMENT AGREEMENTS (2017)

AMENDMENT TO DEVELOPMENT AGREEMENTS (2017) (hereinafter the “2017 Amendment” or the “Amendment”) dated as of January 11, 2017 (hereinafter the “Date of this Amendment”), by and between CAMBRIDGE REDEVELOPMENT AUTHORITY (hereinafter, with its successors and assigns, the “Authority”), having its office at 255 Main Street, Fourth Floor, Cambridge, Massachusetts, and BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership (as successor-in-interest to Cambridge Center Associates, hereinafter, with its successors and assigns, the “Developer”), having its office at 800 Boylston Street, Suite 1900, Boston, Massachusetts. The Authority and the Developer may hereinafter be collectively referred to as the “Parties.”

A. Statement of Facts

1. By Development Agreement dated June 11, 1979 (the “Original Parcel 3 and 4 Development Agreement”) as amended by the Parcel 3 and 4 Prior Amendments described below (as so amended and inclusive of all exhibits thereto, collectively, the “Parcel 3 and 4 Development Agreement”), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 3 and Parcel 4 of the Kendall Square Urban Renewal Area (the “Urban Renewal Area”), as amended by Section 1 of the Parcel 3 and 4 Fifth Amendment (referred to in the Original Parcel 3 and 4 Development Agreement and hereafter sometimes referred to collectively as the “Development Area” and hereinafter sometimes referred to as the “Parcel 3 Development Area” and “Parcel 4 Development Area”, respectively, as shown on Exhibit A) upon the terms and conditions set forth in the Parcel 3 and 4 Development Agreement.

The Parcel 3 and 4 Prior Amendments consist of the following:

- Amendment No. 1 dated May 29, 1980;
- Amendment No. 2 dated December 22, 1981;
- Amendment No. 3 dated April 14, 1982;
- Amendment No. 4 dated December 19, 1983;
- Amendment No. 5 dated May 30, 1986;
- Amendment No. 6 dated April 1, 1988;
- Amendment to Development Agreements dated January 14, 1991;
- Amendment to Development Agreements dated May 28, 1993;
- Amendment No. 9 to Parcel 3 and 4 Development Agreement dated September 29, 1993;
- Amendment No. 10 to Parcel 3 and 4 Development Agreement dated September 14, 1994;
- Amendment No. 11 to Parcel 3 and 4 Development Agreement dated June 23, 1997;
- Amendment No. 12 to Parcel 3 and 4 Development Agreement dated March 11, 1998;

- Amendment No. 13 to Parcel 3 and 4 Development Agreement dated July 14, 2004;
- Amendment No. 14 to Parcel 3 and 4 Development Agreement dated January 11, 2011; and
- Amendment No. 15 to Parcel 3 and 4 Development Agreement dated December 12, 2016

2. By Development Agreement dated April 14, 1982 (the “Original Parcel 2 Development Agreement”), as amended by the Parcel 2 Prior Amendments described below (as so amended and inclusive of all exhibits thereto, collectively, the “Parcel 2 Development Agreement”), between the Authority and the Developer, the Authority agreed to convey to the Developer in stages and the Developer agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 2 of the Kendall Square Urban Renewal Area (referred to in the Original Parcel 2 Development Agreement and hereinafter referred to as the “Parcel 2 Development Area”, as shown on Exhibit A) upon the terms and conditions set forth in the Parcel 2 Development Agreement.

The Parcel 2 Prior Amendments consist of the following:

- Amendment No. 1 dated April 24, 1987;
- Amendment No. 2 dated April 1, 1988;
- Amendment No. 3 dated March 19, 1990;
- Amendment to Development Agreements dated January 14, 1991;
- Amendment to Development Agreements dated May 28, 1993;
- Amendment No. 6 to Parcel 2 Development Agreement dated September 29, 1993;
- Amendment No. 7 to Parcel 2 Development Agreement dated June 23, 1997; and
- Amendment No. 8 to Parcel 2 Development Agreement dated July 14, 2004.

3. The Parcel 3 and 4 Development Agreement and the Parcel 2 Development Agreement are hereinafter sometimes individually referred to as a “Development Agreement” and collectively referred to as the “Development Agreements.” The Parcel 3 and 4 Development Area and the Parcel 2 Development Area are hereinafter sometimes collectively referred to as the “Development Area.”

4. The Development Area constitutes the majority of the area identified as the “MXD District” in both the City of Cambridge Zoning Ordinance (the “Zoning Ordinance”) and in the Amended and Restated Kendall Square Urban Renewal Plan dated December 31, 2015 (as so amended, the “KSURP”).

5. The Authority and the Developer have agreed that, in order to further their agreements and accomplish the purposes embodied by the Development Agreements more effectively in light of both past experience in implementing the Development Agreements and current and anticipated development conditions in the Development Area, it is necessary and desirable to make certain amendments to the Development Agreements as hereinafter set forth.

B. Agreement of the Parties

NOW, THEREFORE, each of the Parties, for and in consideration of the promises and the mutual obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, does hereby covenant and agree with the other as follows:

1. Reference is made to the KSURP and to that certain Ordinance Number 1377 issued by the City of Cambridge on December 21, 2015, each of which increased the overall square feet of gross floor area available for development in the MXD District by 940,000 square feet (which such additional gross floor area is defined in said Ordinance Number 1377, and is hereinafter referred to, as “Infill GFA”), which increased the “Aggregate GFA” allowed in the MXD District to 4,273,000 square feet, and which represents all of the remaining Aggregate GFA to develop in the MXD District.

2. The Parties agree: that 926,000 square feet of the Infill GFA is located within the Development Area and is proposed for development by the Developer in one or more projects (each, an “Infill Project” and, collectively, the “Infill Projects”), that 14,000 square feet of Infill GFA is proposed for development by others, and that an additional 60,000 square feet of gross floor area that does not constitute Infill GFA is proposed for development within the Development Area by others. For the purposes of this Amendment, “Infill GFA” shall refer to the 926,000 square feet of GFA proposed for development by the Developer.

3. (A) The purchase price for the Infill GFA (the “Infill GFA Purchase Price”) shall be an amount equal to the product of (i) the number of gross square feet of Infill GFA (not including any components of the Infill Project that are excluded from the calculation of Aggregate GFA pursuant to the applicable provisions of the Zoning Ordinance) to be utilized in connection with any Infill Project as shown on an the Infill Development Concept Plan submitted by the Developer to the City of Cambridge on August 9, 2016 (the “2016 Concept Plan”) or any proposed amendments thereto subsequently submitted by the Developer pursuant to Section 14.32.2.5 of the Zoning Ordinance, as approved by the Authority, multiplied by (ii) the Per Square Foot Price (as defined in Section II of Exhibit B); provided, however, that the Infill GFA Purchase Price for the first Infill Project to be developed using the Infill GFA shall be increased by the KSTEP Costs (as hereinafter defined).

For the purposes hereof:

- (i) The Infill GFA Purchase Price shall be calculated in accordance with the formula set forth in Paragraph B(2)(a) of the Original Parcel 2 Development Agreement, as modified by Paragraph B(9) of the Amendment to Development Agreements dated January 14, 1991 (the “1991 Amendment”) as set forth in Exhibit B; provided, however, that (a) all references in such paragraphs to Parcel 2 of the Development Area shall be deemed to be references to Parcels 2, 3 or 4 of the Development Area, and (b) the Infill GFA Purchase Price shall be established as of the date of the Authority’s approval of the schematic design of the Infill Project.

- (ii) In connection with the foregoing, it is acknowledged and agreed that (x) as of the Date of this Amendment, the Per Square Foot Price for the Infill GFA for the Infill Projects shown on the 2016 Concept Plan shall be \$38.09 per square foot for those components of an Infill Project not used for Office Uses under any of the provisions of Section 14.21.2 of Article 14.000 of the Zoning Ordinance and \$76.18 per square foot those components of an Infill Project used for Office Uses under any of the provisions of said Section 14.21.2, and shall be increased as provided in Exhibit B attached to this Amendment, and (y) as of the Date of this Amendment, the Authority has approved the schematic design of the Infill Project located at 145 Broadway (formerly known as Eleven Cambridge Center).
- (iii) The “KSTEP Costs” shall be \$3,000,000, calculated as fifty (50%) percent of the lump sum KSTEP funding as set forth in that certain Kendall Square Transit Enhancement Program Memorandum of Understanding (the “MOU”), as submitted in the June 30, 2016 Notice of Project Change (EEA No. 1891). The MOU sets forth an agreement between the Authority, the Massachusetts Bay Transportation Authority, and the Massachusetts Department of Transportation for funding transit enhancements for the Development Area and the broader Kendall Square neighborhood. It being understood and agreed that the Authority shall fund the lump sum KSTEP funding as required by the MOU, and that the Developer shall have no obligation therefor beyond the payment of the KSTEP Costs as set forth herein.

For means of clarification and by way of example only, if the amount of gross square feet of Infill GFA (not including any components of the Infill Project that are excluded from the calculation of Aggregate GFA pursuant to the applicable provisions of the Zoning Ordinance) for an Infill Project is 100,000 and the Per Square Foot Price at the time of the Authority’s approval of the schematic design for such Infill Project is \$92.30 (and assuming that the Infill Project is not the first Infill Project to be developed using Infill GFA), then the Infill GFA Purchase Price for such Infill GFA will be \$9,230,000.

(B) Notwithstanding anything contained in the Development Agreements to the contrary, it is understood and agreed that the Infill GFA Purchase Price as set forth herein: (i) shall be payable by the Developer upon the issuance by the City of Cambridge of a building permit for the Infill Project and shall be documented as paid and received in accordance with this Amendment at such time; and (ii) shall be in addition to the purchase price that has already been paid by the Developer for the Individual Parcel(s) upon which the Developer shall utilize the Infill GFA (it being acknowledged and agreed that the Authority no longer holds title to any of the Individual Parcels in the Development Area upon which the Infill GFA may be utilized).

4. It is acknowledged and agreed that:

- (i) The Developer may be demolishing certain existing buildings within the Development Area and developing an Infill Project on the applicable Individual Parcels utilizing a combination of the gross floor area originally allocated to the existing buildings as reflected on the Certificates of Completion issued by the

Authority therefor (such originally allocated gross floor area being hereinafter referred to as the “Existing GFA”) and Infill GFA.

- (ii) The Developer may be redeveloping portions of existing buildings within the Development Area for uses that are excluded from the calculation of Aggregate GFA pursuant to the terms of the Zoning Ordinance and the KSURP, and utilizing the Existing GFA from such redeveloped portions within an Infill Project located elsewhere in the Development Area.
- (iii) The Developer has not yet utilized 6,043 square feet of Aggregate GFA that does not constitute Infill GFA (hereinafter referred to as “Remaining GFA”), which Developer retains the right to access in accordance with the Development Agreements.

In connection with the foregoing, and notwithstanding anything contained herein or in the Development Agreements to the contrary, the Authority hereby agrees that: (x) the Authority shall permit and document the reuse of Existing GFA (after confirming compliance with the applicable provisions of the Zoning Ordinance and the KSURP, in the case of any Existing GFA that is made available as the result of redevelopment of existing space for uses that are excluded from the calculation of Aggregate GFA) and/or Remaining GFA as part of the development of an Infill Project; (y) there shall be no additional purchase price payable by the Developer to the Authority on account of the Developer’s reuse of Existing GFA; and (z) the purchase price for any Remaining GFA shall be determined in accordance with the applicable provisions of the Development Agreements.

5. It is acknowledged and agreed that Ordinance Number 1377 requires that the review and approval of an “Infill Development Concept Plan” under Section 14.32.2 of the Ordinance and subsequent building design review of projects utilizing Infill GFA under Section 14.32.2.4 of the Ordinance shall be conducted jointly by the City of Cambridge Planning Board and the Authority in the manner consistent with the Design Review Process, Submission Requirements, and Review Factors attached as Exhibit C, which shall be deemed to replace and supersede in its entirety the Design Review, Submission Requirements, and Guidelines document attached to the Development Agreements as Exhibit C.

6. It is acknowledged and agreed that the Infill GFA will be utilized by the Developer on Individual Parcels which have previously been conveyed by the Authority to the Developer and/or its affiliates pursuant to supplemental land disposition contracts and quitclaim deeds (collectively, the “Conveyance Documents”) and that Certificates of Completion have previously been issued for the improvements constructed on such Individual Parcels. Notwithstanding anything contained in the Development Agreements or the Conveyance Documents to the contrary, the Authority and the Developer hereby agree that:

- (i) an Infill Development Concept Plan and any subsequent materials submitted by the Developer and meeting the requirements of Sections 14.32.2 and 14.73 of the Ordinance as shall be deemed to satisfy all requirements for the submission of Concept Design Plans under the Development Agreements and the Conveyance Documents; and

- (ii) the Authority’s approval of the Infill Development Concept Plan and any subsequent materials submitted by the Developer and meeting the requirements of Sections 14.32.2 and 14.73 of the Ordinance shall be deemed to satisfy any and all requirements of the Conveyance Documents that the Authority approve (x) any change in use of any amount of gross floor area in the improvements constructed on any of the Individual Parcel and (y) any reconstruction, demolition, subtraction, addition or extension to previously completed improvements; and
- (iii) the Authority shall issue a Certificate of Completion for each Infill Project at such time as the improvements have been completed in accordance with the requirements of the Infill Development Concept Plan special permit (or amendments thereto) and Exhibit C to this Amendment.

7. Except as herein amended, the Development Agreements shall remain unchanged and in full force and effect. All references to the “Parcel 3 and 4 Development Agreement” shall be deemed to be references to the Parcel 3 and 4 Development Agreement as herein amended and all references to the “Parcel 2 Development Agreement” shall be deemed to be references to the Parcel 2 Development Agreement as herein amended.

WITNESS the execution hereof under seal as of the Date of this Amendment.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: Kathleen S Born
 Name: KATHLEEN L BORN
 Title: Chair

BOSTON PROPERTIES LIMITED PARTNERSHIP

By: Boston Properties, Inc., its general partner
 By: [Signature]
 Name: MICHAEL A. SANTALUOGA
 Title: SENIOR VICE PRESIDENT - DEVELOPMENT

Exhibits:

- A – Plan of Development Area
- B – Calculation of Infill GFA Purchase Price
- C – Design Review, Submission Requirements, and Guidelines

EXHIBIT A

Plan of Development Area

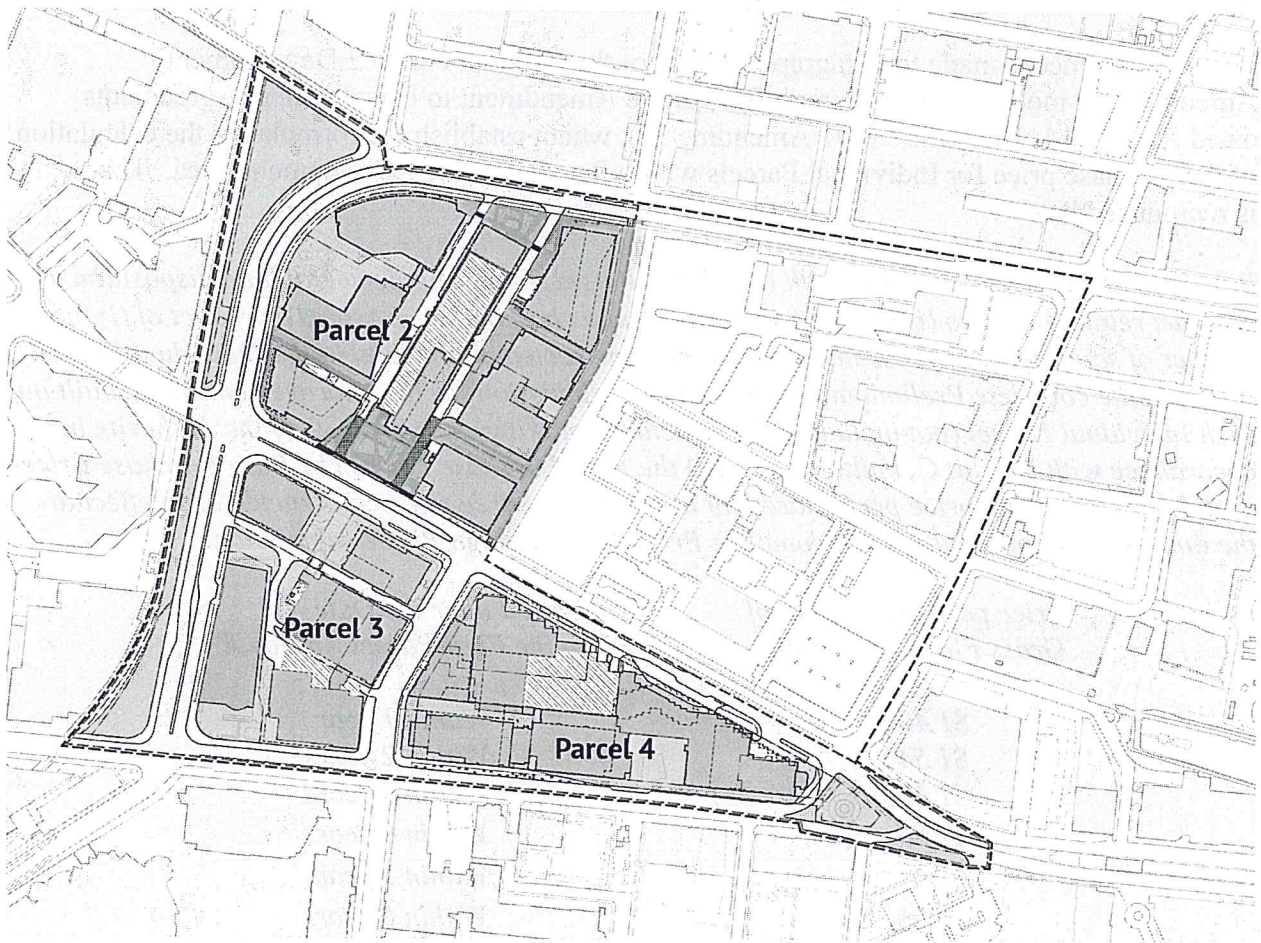


EXHIBIT B

Calculation of Infill GFA Purchase Price**I. Background on the Infill GFA Purchase Price**

Reference is made to Paragraph B(2)(a) of the Original Parcel 2 Development Agreement, as modified by Paragraph B(9) of the Amendment to Development Agreements dated January 14, 1991 (the "1991 Amendment"), which establish the formula for the calculation of the purchase price for Individual Parcels within Parcel 2 of the Development Area. That text is reproduced below:

B 2 (a) The purchase price for each Individual Parcel, in the supplemental land disposition contract relating thereto (but subject to adjustment as hereinafter provided), product of (i) the number of square feet of gross floor area to be constructed on the land in the Individual Parcel shown in the complete Preliminary Design Phase submission for the improvements to be built on such Individual Parcel (not including the structured parking) as approved by the Authority in accordance with Exhibit C, multiplied by (ii) the Base Purchase Price. The Base Purchase Price shall be the following price per square foot of gross floor area to be constructed as in effect at the time of such approval of such complete Preliminary Design Phase submission:

<i>Price per Square Foot of Gross Floor Area Built</i>	<i>Period after the Date of the First Parcel Approval</i>
<i>\$1.40</i>	<i>Within 1 year</i>
<i>\$1.54</i>	<i>Within 2 years</i>
<i>\$1.69</i>	<i>Within 3 years</i>
<i>\$1.86</i>	<i>Within 4 years</i>
<i>\$2.05</i>	<i>Within 5 years</i>
<i>\$2.26</i>	<i>Within 6 years</i>
<i>\$2.49</i>	<i>Within 7 years</i>
<i>\$2.74</i>	<i>Within 8 years</i>
<i>\$3.01</i>	<i>Within 9 years</i>
<i>\$3.31</i>	<i>Within 10 years</i>

and an additional \$0.35 per square foot of gross floor area built (increased by 10% per year cumulatively) within each successive 1-year period thereafter.

In the event that the number of square feet of gross floor area constructed on the land in the Individual Parcel prior to the issuance by the Authority of a Certificate of Completion for such Individual Parcel is greater than the number of square feet of gross floor area shown as to be constructed in the complete Preliminary Design Phase submission for such Individual Parcel approved by the Authority, the Developer shall, concurrently with the issuance of such Certificate of Completion, pay to the Authority an additional sum on account of the purchase price of such Individual Parcel equal to the product of (i) the number of such additional square feet of gross floor area, and (ii) the Base Purchase Price in effect at the time of the approval by

the Authority of the Preliminary Design Phase submission. In the event that at any time prior to the later of (a) the sale of the last Individual Parcel to the Developer pursuant to this Agreement or (b) the expiration of the Renewal Plan, the number of square feet of gross floor area constructed or to be constructed on the land in any Individual Parcel increases or is proposed to be increased after the issuance by the Authority of a Certificate of Completion for such Individual Parcel, the Developer shall, concurrently with the filing of an application for a building permit for such increased construction or the commencement of such construction, whichever is later, pay to the Authority an additional sum on account of the purchase price of such Individual Parcel equal to the product of (i) the number of such additional square feet of gross floor area, and (ii) the Base Purchase Price in effect at the time such additional sum is payable as aforesaid.

Notwithstanding the foregoing, if the gross floor area constructed or to be constructed on any Parcel 2 Individual Parcel is used or is to be used as allowed within the classification of Office Uses under any of the provisions of Section 14.212 of Article 14.000 of the Cambridge Zoning Ordinance, and if the total gross floor area constructed or to be constructed for any of such Office Uses (including any development of such Uses permitted under Section 14.322(5) of said Article 14.000) thereon and on all of the Parcel 2 Development Area at the time shall exceed five hundred thousand (500,000) square feet, then the Base Purchase Price for any such Parcel 2 Individual Parcel for which a Preliminary Design Phase submission is submitted after September 1, 1995 shall be calculated such that any excess of such gross floor area over said 500,000 square feet shall have a Base Purchase Price equal to two hundred percent (200%) of the Base Purchase Price as otherwise determined pursuant to the terms of Paragraph B(2)(a) of the Original Parcel 2 Development Agreement at the time set forth in said Paragraph B(2)(a) for making such determination.

II. Meaning of Above Provision as Applied to this Amendment

As stated in the Amendment, the Parties have agreed that the formula set forth in Section I above shall apply to the calculation of the Infill GFA Purchase Price, subject to the modifications set forth in the Amendment and in this Exhibit B.

For the purpose of clarity and consistency, it is understood and agreed by the Parties that the above-referenced language results in the calculation of the payment to be made in connection with the development of an Infill Project (the "Per Square Foot Price") as per the chart included in Section III below.

As stated in the Amendment, for the first purchase of Infill GFA for any Infill Project, the Infill GFA Purchase Price shall be increased by the KSTEP Costs.

III. Exhibit B, Table 1

Per Square Foot Price Table for the Remaining Years of the KSURP

Infill Development GFA

Calculation Based on Section B.2(a) of Parcel 2 Development Agreement

Development Agreement Dated April 14, 1982

Modified by 1991 Amendment to Development Agreements

Base Price	Period	Residential/Hotel/ Retail/Industrial Project GFA Price	Office / R&D Project GFA Price			
		\$ Per FAR	Initial Increment	10% Premium	Annual Increment	200% Premium
5/21/16	1 (33)	38.09	3.49	0.35	3.84	76.18
5/21/17	2	41.93	3.84	0.38	4.22	83.86
5/21/18	3	46.15	4.22	0.42	4.64	92.30
5/21/19	4	50.79	4.64	0.46	5.10	101.58
5/21/20	5	55.89	5.10	0.51	5.61	111.78
5/21/21	6	61.50	5.61	0.56	6.17	123.00
5/21/22	7	67.67	6.17	0.62	6.79	135.34
5/21/23	8	74.46	6.79	0.68	7.47	148.92
5/21/24	9	81.93	7.47	0.75	8.22	163.86
5/21/25	10	90.15	8.22	0.82	9.04	180.30
5/21/26	11	99.19	9.04	0.90	9.94	198.38
5/21/27	12	109.13	9.94	0.99	10.93	218.26
5/21/28	13	120.06	10.93	1.09	12.02	240.12
5/21/29	14	132.08	12.02	1.20	13.22	264.16
5/21/30	15	145.30	13.22	1.32	14.54	290.60

EXHIBIT C

Design Review, Submission Requirements and Guidelines

Exhibit C:

Design Review & Document Approval Procedures

1. INTRODUCTION

This **Kendall Square Urban Renewal Plan Design Review and Document Approval Procedure, (DRDAP)** sets forth the procedure for design submittals of the plans and specifications for the developments within the MXD District of the Kendall Square Urban Renewal Plan (KSURP) in the City of Cambridge (City), and the review and consideration of the developments for approval. The development will include mixed-use residential and commercial projects; public and private open spaces; and other permanent improvements. The developments will include those developed by Boston Properties (Developer); it's affiliates, and successors. The Cambridge Redevelopment Authority (CRA) and the City shall review plans and specifications to assure that they conform to the KSURP, the Cambridge Zoning Ordinance and the Cambridge Center Development Agreement (Development Agreement) by and between the Developer and the CRA. Other departments of the City will review plans and specifications for compliance with applicable City regulations.

In summary, project review and consideration for approval shall consist of three distinct components, with Building Design Review having two stages:

1. Infill Development Concept Plan (IDCP)
2. Schematic Design approval (Schematic Design)
3. Building Design Review
 - a. Design Development Documents phase (Design Development)
 - b. Construction Documents phase (Construction Documents)

Approval of any phase of the approvals process (Schematic Design, Design Development, Construction Documents) by the Authority will authorize the Developer to proceed to the next succeeding phase of the approvals process.

A summary diagram visually mapping the DRDAP process described here within may be found in Attachment 2: Standard Process Map for Building Design Review.

2. DEFINITIONS

Capitalized terms, unless separately defined in this DRDAP, shall have the meanings set forth in the KSURP and the Development Agreement. For the purposes of this DRDAP, when the term "CRA" is used herein, the use of such term shall mean the Cambridge Redevelopment Authority, acting in its official capacity through the CRA Board. Likewise within the DRDAP, when the term "CRA Staff" is used herein, the use of such term shall mean the CRA's Executive Director, Staff of the Cambridge Redevelopment Authority, or consultants of the CRA as designated by the Executive Director. The term "Planning Board" is used in this DRDAP whenever any determination is required to be made by the Cambridge Planning Board. For purposes of this DRDAP, when the term "CDD Staff" is used, such term shall mean the Assistant City Manager for Community Development, or staff or consultants of the Community Development Department (CDD) as designated by the Assistant City Manager. The term "days" is used to refer to all calendar days including weekends and holidays. The phrase "MXD Zoning" shall mean Article 14 of the Cambridge Zoning Ordinance.

3. GENERAL REVIEW SCOPE AND PROCEDURES

Each building in the MXD District utilizing Infill GFA, and associated landscaping, open space, private streetscape improvements, or other associated physical improvements, shall be subject to design approval by the CRA Board

and the Planning Board before the issuance of a building permit. The overall project review process is initiated by the CRA approval of an Infill Development Concept Plan (IDCP) and the concurrent granting of a special permit by the Planning Board under the MXD Zoning, which shall include design review procedures that run parallel to this DRDAP.

After approval of the IDCP, the design approval process continues with Schematic Design approval and then moves into Building Design Review, which is further split into two phases: Design Development and Construction Documents. No ISD building permit for vertical construction of a building utilizing Infill GFA shall be issued until the CRA Board and Planning Board have voted to approve the Schematic Design, and CRA Staff have approved the Design Development and Construction Documents according to the procedures outlined in this DRDAP. This process does not substitute for other City review procedures for the review of construction projects, but is to be closely coordinated with all City departments.

3.1 SCOPE OF REVIEW

The CRA in consultation with the CDD and the Inspectional Services Department (ISD), and other City Departments shall review the IDCP, Schematic Design plans, Design Development Documents and Construction Documents, each as defined below, for conformity with any prior approvals and conditions thereof, the KSURP, MXD Zoning and the Development Agreement. The CRA's review shall include consideration of such items as the architecture and urban design, site planning, retail planning, sustainability planning, transportation and infrastructure improvements, phasing and construction staging, landscape/open space design, sound, shadow, air quality, light pollution, and wind impacts as applicable and appropriate to each submittal. The CRA shall review all plans to ensure general consistency with the State approved 2015 Environmental Impact Report (EIR) and associated 2016 Notice of Project Change (NPC) documents, including designs for any mitigation requirements from the EIR and NPC, or alternative mitigation solutions.

The continued redevelopment of the MXD District of the KSURP is a priority project for the CRA. The CRA shall review all applications for project approvals as expeditiously as possible. CRA Staff shall keep the Developer informed of the CRA's review and comments, as well as comments by CDD, other City departments, other government agencies, or community organizations consulted by the CRA. The CRA shall provide the Developer opportunities to meet and confer with the CRA staff, along with City staff, prior to CRA Board meetings, to review the specific application for project approval.

3.3 COOPERATION OF THE DEVELOPER

In addition to the required information set forth in Attachment 1: Documents to be Submitted for Project Approvals attached hereto, the Developer shall submit materials and information as CRA Staff may reasonably request which are consistent with the type of documents listed in Attachment 1 and which are required to clarify a submittal provided pursuant to this DRDAP. Additionally, the Developer shall cooperate with, and participate in good faith with, design review presentations to the CRA Board, the Planning Board and to the public through workshops and/or neighborhood committees.

3.4 ROLES THROUGHOUT EACH REVIEW STAGE

CRA BOARD REVIEW

- Infill Development Concept Plan:
 - Initial Approval and finding of consistency with KSURP
 - Major and Minor Amendments
- Schematic Design Approval
- Signage: Approval under the KSURP and *MXD District Signage Review & Approval Process*.

PLANNING BOARD REVIEW

- Infill Development Concept Plan:
 - Special Permit Issuance
 - Major and Minor Amendments
- Schematic Design: Approval consistent with conditions of the IDCP Special Permit

CRA STAFF REVIEW

- Building Design Review:
 - Design Development: *Finding of consistency with prior CRA Board Approval of Schematic Design.*
 - Construction Documents: *Finding of consistency with prior CRA Board Approval of Schematic Design and approval of Design Development (Transmitted to Inspectional Services Department – ISD)*
 - Construction Completion: *CRA Certificate of Completion*

CDD STAFF REVIEW

- Building Design Review:
 - Design Development: *invitation to review with CRA Staff*
 - Construction Documents: *Certification of consistency and completeness with Special Permit*

CRA DESIGN REVIEW COMMITTEE

- IDCP and Schematic Design review:
 - Advisory only, no vote, no formal recommendation

3.5 REVIEW OF INITIAL PROPOSALS

Prior to filing an IDCP or schematic design application for any Board approvals, the Developer shall submit to the CRA Staff preliminary maps, plans, design sketches and other data concerning the proposed project and request a pre-submission conference. Within fifteen (15) days after the receipt of such request and material, CRA Staff shall hold a conference with the Developer, and provide an invitation to CDD Staff, to discuss the proposed application.

Before bringing either IDCP Amendments or Schematic Design proposals to the CRA and Planning Board for consideration, the Developer shall bring their design proposal before the public for review and comment at a CRA Design Review Committee meeting. The Developer shall provide the CRA with sufficient presentation materials to describe its planned design submittal, using the submission materials outline described in *Attachment 1* and/or other presentation materials such as working models or conceptual studies to illustrate the building design to the Design Review Committee as recommended by CRA and City Staff.

Upon notification from the Developer of its intent to proceed with the next phase of design under the IDCP, CRA Staff will schedule CRA Design Review Committee meeting(s) to allow adequate review by CRA Board, CDD and community members before further approvals. CRA Staff will provide the CRA Board with regular updates on the design review process.

4 IDCP REVIEW

The IDCP is intended to demonstrate a conceptual level of detail regarding massing, circulation, infrastructure, open space, and phasing, of Infill GFA permitted by the 10th Amendment to the KSURP, and revisions to the MXD Zoning approved in 2015.

The CRA shall review the IDCP submitted for conformity with the KSURP, MXD Zoning and the Development Agreement including but not limited to KSURP Urban Design Principles; open space requirements; implementation of the housing, innovation space and, retail programs. The Developer shall submit a report regarding compliance with the mitigations identified within the previously approved 2015 EIR/2016 NPC. The CRA shall review such a report to ensure compliance with MEPA. After initial approval, the Developer shall submit any proposed amendments to the IDCP to the CRA and the City for review and consideration.

4.2 DOCUMENT SUBMITTAL REQUIREMENTS (IDCP)

See Attachment 1 which lists the IDCP submittal requirements contained in the Kendall Square Urban Renewal Plan and the MXD Zoning.

4.3 SCOPE OF IDCP REVIEW

The IDCP shall be approved by both the CRA and Planning Board, which must grant a special permit under the MXD Zoning to authorize the development of Infill GFA. The purpose of the IDCP is to provide a context and a conceptual district plan for existing and potential future development that allows development to proceed in a flexible manner, without requiring special permits for each building.

The IDCP is anticipated to evolve over time, thus with each subsequent development proposal, any conforming updates to the IDCP shall be submitted as needed. Amendments to the special permit may be granted as set forth below, but revisions to the IDCP shall not necessarily require amending the IDCP or special permit so long as the revisions are consistent with the initial IDCP approval and remain in conformance with the conditions of the special permit. In general, revisions to the IDCP (as opposed to Amendments discussed below) are urban design changes and refinements of either buildings and/or open spaces that would be expected to occur during Design Review. Such revisions include but are not limited to selection of proposed façade materials, fenestration patterns, retail entry locations, and minor dimensional refinements in conformance with approved design guidelines within the IDCP. Revisions shall also include building massing changes of less than five percent (5%) of key building dimensions, changes made due to LEED requirements or other legal obligations and revisions required by utilities or other third parties. Additionally, additions or modifications to the plans within IDCP in response to conditions from the initial IDCP approval shall be considered revisions under the MXD Zoning. In the event that CRA and CDD Staff determines that the proposed revisions deviate materially from the IDCP already approved, the changes will be considered an IDCP Amendment and CRA Staff will require submittal of an amended IDCP document for review by the CRA Board and then Planning Board in accordance with the provisions of the KSURP and Article 14 MXD Zoning.

4.4 AMENDMENTS TO THE IDCP

After approval of the IDCP, the Developer may seek an amendment to the IDCP in response to changes in the site context within the KSURP, improvements in building technology or fluctuations in local market conditions. Upon receiving a request to modify the IDCP, CRA Staff shall make a written recommendation to the Planning Board as to whether the CRA considers the proposed changes constitute a Minor or a Major Amendments to the IDCP. CRA Staff may utilize the CRA Design Review Committee (described below) for input into this recommendation. The Planning Board shall independently make its own determination as to whether a proposed

amendment is considered a Minor or Major Amendment. Amendments may shift Infill GFA between buildings but cannot allow total development to exceed the Aggregate GFA allowed in the MXD District.

In general Minor Amendments are changes to the plan, which do not alter the concept of the IDCP in terms of density, land use, building height, or provision of open space; phasing and/or involve significant dimensional modifications. Minor amendments shall include, but not be limited to, small changes in the location and massing of buildings, design modifications of the open space plans, or reductions in commercial parking, movement of parking capacity within the project not to exceed 5% of the project approved parking, or transfer of Exempt GFA from retail programming to future phases.

If proposed changes are determined to be a Minor Amendments by the CRA Staff, the CRA may approve Minor Amendments to the previously approved IDCP, provided that the changes satisfy conditions or design requests from the previous IDCP review and approvals, and/or that the amendment meets the following conditions:

- (1) the amendment requested involves a deviation that does not constitute a material change in the development program
- (2) The amendment to the IDCP does not change the distribution of building GFA or other dimensional measure greater than five (5%) percent from the approved plans within the approved IDCP, and/or involves the use of exempt retail GFA in future phases;
- (3) the requested approval will not be detrimental to the public welfare or injurious to the property or public and private improvements in the vicinity of the project;
- (4) the grant of the approval will be consistent with the general purposes and intent of the KSURP, the Article 14 MXD Zoning and the approved IDCP; and
- (5) the publicly beneficial uses and improvements associated with the IDCP (these include but are not limited to open space, streetscape, ground floor retail, innovation space, and residential development) are not compromised by the amendment.

In accordance with the MXD Zoning, Minor Amendments to the IDCP may be first considered by the CRA Board, and then if approved, considered by the Planning Board. Minor Amendments may be considered at a joint meeting of the CRA and Planning Board and/or in conjunction with the Schematic Design review process described below.

Major Amendments represent substantial deviations from the IDCP provisions approved by the CRA and Planning Boards. Major amendments shall include, but not be limited to, large shifts in GFA or other dimensional factors (greater than 5%), changes to the mix of uses across multiple buildings, increases in height over the five (5%) percent of the approved IDCP, significant reductions of setbacks, reduction of open space provisions; significant changes in the location of buildings, open space, or parking; or changes in the circulation system. Any changes to phasing, the distribution of the approved development program, zoning conformance, public open space, district wide transportation, infrastructure, or the district retail plan require approval of the CRA Staff or Board as a Major Amendment.

IDCP Major Amendments will be processed utilizing the same process as initial IDCP approval as prescribed in the KSURP and the Article 14 MXD Zoning. CRA and CDD Staff will coordinate with the Developer to agree on content, organization and format for IDCP Major Amendment documentation. Consideration of an IDCP Major Amendment may also proceed concurrently with a Schematic Design submission.

5. SCHEMATIC DESIGN REVIEW

5.1 INTRODUCTION

Schematic Design documents shall be formally submitted to the CRA Board and Planning Board for review and consideration. Schematic Design documents should not be submitted for consideration until at least one CRA Design Review Committee meeting has occurred as described below in the Pre-Submittal phase. Schematic

Design documents shall present plan refinements and design details for a specific project and accompanying site and open space improvements, advancing the massing and design concepts outlined in the IDCP. Schematic Designs for buildings within the KSURP utilizing Infill GFA may be reviewed concurrently with or after the approval of an IDCP. Schematic designs are anticipated to include some IDCP revisions that should be documented in the Schematic Design submission and at the discretion of CRA Staff may be accepted as part of the review and approval process described in this section, without a separate Amendment to the IDCP document. If a Schematic Design deviates substantially from the approved IDCP, CRA Staff, in coordination with CDD Staff may determine that the Developer must also provide an Amendment to the IDCP for review and consideration as described above.

Approval of the Schematic Design by the CRA Board and Planning Board will be documented and transmitted in the form of Schematic Design approval letter from the CRA, potentially with design review conditions. If at any time during Schematic Design review, the members of the Planning Board and CRA Board do not agree on a particular issue, the CRA and CDD Staff shall convene a discussion to seek a mutually agreeable solution with the Developer and a process for consideration of the solution to be presented to the CRA Board and Planning Boards.

5.2 PRE-SUBMITTAL PHASE / CRA DESIGN REVIEW COMMITTEE

The purpose of the pre-submittal phase is to facilitate an effective review process by advising and preparing the Developer and their design team prior to the formal submission of documents. CRA and CDD Staff will coordinate with the Developer to agree on content, organization and format for pre-submittal presentation materials. The CRA shall hold at least one CRA Design Review Subcommittee meeting within 45 days of the initial request from the Developer to initiate the design review process for an individual building.

For the purposes of this review process, the CRA Design Review Committee is comprised of two members of the CRA Board, CRA Staff, CDD Staff and potentially two members of the Planning Board. This body performs an interdepartmental public review of building design details with the Developer and architect in a more informal workshop setting, with the aide of scaled 3D models, illustrative drawings, and material samples. The Committee shall convene such a public meeting at least once during the Pre-Submittal phase review. The meeting(s) of the Committee will serve to further inform and refine the building design prior to submission but will be advisory only, not approving, voting or providing an official recommendation to the CRA Board and the Planning Board. Meeting notes will be taken and a summary distributed and presented to the CRA Board and Planning Board prior to their next meeting(s) to further enhance information sharing and collaboration between the two Boards.

Within 10 days of the CRA Design Review Committee meeting(s), CRA and CDD Staff will host at least one joint meeting with the Developer and their design team to review draft materials and the Committee's initial reactions. Other City Departments such as the Department of Public Works (DPW) and the Department of Traffic Parking and Transportation (TPT) may be invited as needed. During the Pre-Submittal phase, the Developer may set up individual coordination meetings with other City Departments, but must inform the CRA of the scheduling and significant outcomes of each meeting.

5.3 SCOPE AND TIMING OF SCHEMATIC DESIGN APPROVAL

The CRA Staff shall review the Schematic Design for completeness and advise the Developer in writing of any deficiencies within ten (10) days following receipt of the Developer's Schematic Design submittal. In the event the CRA Staff does not so advise the Developer, the application for Schematic Design shall be deemed complete.

The Developer will separately send to CDD and other City Departments submissions for Schematic Design review. The time limit for the CRA Staff review and the beginning of formal Board consideration shall be within sixty (60) days from the date the Schematic Design has been determined to be complete. Within that 60 day time frame the CRA shall arrange with CDD to hold at least one joint CRA Board / Planning Board hearing. CRA shall

take such reasonable measures necessary to comply with the time periods set forth herein, but does not have control over Planning Board scheduling.

The CRA Board shall review and consider; a) approve, b) conditionally approve c) request changes for resubmission for Schematic Design, or d) disapprove the application within the sixty (60) day period set forth above. The timeline for consideration may be extended per request of the Developer or either reviewing Board. If the CRA Board conditionally approves the Schematic Design, such approval shall set forth the concerns and/or conditions on which the CRA is granting approval. At the sole discretion of the CRA Board, the CRA Board may delegate review of conditions to the CRA Staff or the CRA Design Review Committee. If the revisions are determined by the CRA Staff to be required to be resubmitted to the CRA Board, the CRA Board shall either approve or disapprove such revisions as soon as possible, and may choose to convene a joint CRA Board / Planning Board hearing for such final approval actions on the revised submission. If permitted by the CRA and Planning Boards, ongoing resolution of conditions can be presented in the next phase of Building Design Review.

If the CRA Board requests changes for resubmission of the Schematic Design in whole or in part, the CRA Board shall set forth the reasons for such a request in the resolution adopted by CRA. If the CRA Board requests a resubmission, the time for review shall be extended to enable the Developer to cure the deficiencies specified by the CRA Board. The CRA will facilitate an informal meeting with the Developer, their design team, and CRA and CDD Staff as soon as possible to review the issues in question. The CRA shall review all revisions as expeditiously as possible. If revisions are made within the existing 60-day review period, the revisions shall permit additional review time from the original timeframe of review or within a time frame extension agreed to by the CRA and the Developer.

5.4 DOCUMENT SUBMITTAL REQUIREMENTS (SCHEMATIC DESIGN)

A Schematic Design proposal shall consist of text, maps and drawings that describe how a parcel will be developed consistent with the IDCP. Each subsequent Schematic Design submission will provide the CRA with the overall development context regarding the existing and future construction within the MXD District through development tables and site plans. The Developer shall submit Schematic Design Documents, which shall include the documents and information listed in *Attachment 1* hereto. The CRA Staff may waive certain document submittal requirements if the CRA Staff determines such documents are not necessary for the specific application. Likewise additional materials may be requested by the CRA or CDD Staff in order to facilitate thorough review.

6. BUILDING DESIGN REVIEW

6.1 INTRODUCTION

Building Design Review is split into two phases: Design Development and Construction Documents. No building permit (with the exception of related utility and project enabling permits, foundation permits and demolition permits) for vertical building construction shall be issued until the Staff has approved the Design Development and Construction Documents according to the procedures outlined in this DRDAP and *Attachment 1* (see further details on building permits in Section 7). Likewise CDD must also make a certification of consistency and completion.

The CRA Board may at their discretion require the Developer to present updates to the CRA Board during the Design Development and Construction Drawings phases if deemed necessary.

Throughout the Building Design Review process, the CRA's basis of review is primarily the KSURP, the MXD Zoning, the approved IDCP and IDCP Design Guidelines, the Development Agreement, and the 2015 EIR/2016 NPC.

6.2 DESIGN DEVELOPMENT PHASE

The purpose of Design Development is to expand and develop the Schematic Design incorporating changes resulting from resolution of comments and concerns during the Schematic Design approval and to prepare drawings and other documents as to architectural, structural, mechanical and electrical systems. The CRA Staff shall review the Design Development Documents for consistency with earlier approved documents, the KSURP, Article 14 MXD Zoning and the Development Agreement. Design Development Documents will provide an additional level of refinement and detail for a specific development project and accompanying site and open space improvements.

Following the approval of the Schematic Design, Design Development Documents shall be submitted for review and receive from CRA Staff either a) approval, b) conditional approval, or c) request changes for resubmission. The Design Development approval will be documented and transmitted in the form of Design Development phase approval letters from CRA and CDD Staff, with conditions. Approval of any phase of the approvals process (Schematic Design, Design Development, Construction Documents) by the CRA will authorize the Developer to proceed to the next succeeding phase of the approvals process. If at any time a resolution between the Developer and CRA Staff on an issue of design consistency cannot be reached during the Design Development phase, the issue may be returned to both the CRA Board discussion, potentially at a joint hearing with the Planning Board.

6.3 SCOPE AND TIMING OF DESIGN DEVELOPMENT REVIEW

The CRA Staff shall review the Design Development Documents for completeness and general consistency with the Schematic Design and shall advise the Developer in writing of any deficiencies within ten (10) days after the receipt of the Design Development Documents. In the event CRA Staff does not so advise the Developer, the Design Development Documents shall be deemed complete.

The time limit for CRA Staff review shall be thirty (30) days from the date the Design Development Documents were determined to be complete. The CRA Staff shall take such reasonable measures necessary to comply with the time periods set forth herein. In the cases when the Design Development for multiple buildings are submitted for review simultaneously or overlapping, the timeline for review will be forty-five (45) days from the date the Design Development Documents were determined to be complete. If the Design Development does not meet the conditions outlined in prior approvals, or extensive revisions or clarifications to the Design Development are requested by the CRA or CDD, the CRA may request an extension from the Developer. The Developer and CRA Staff may agree to any extension of time necessary to allow revisions of submittals prior to a decision by the CRA Staff. CRA Staff shall review all such revisions as expeditiously as possible, within the time frame of the extension agreed to by CRA Staff and the Developer. If agreed to by CRA Staff, resolution of said conditions can be provided in the Construction Document phase of Building Design Review.

In the case of conditional approval, CRA Staff will coordinate with the Developer to review Design Development documents and address issues of concern with the Developer, but may allow the Developer to proceed to Construction Document review where such changes can be integrated into CDs. During the Design Development phase, the Developer may setup individual coordination meetings with other City Departments such as DPW and TPT, but should include the CRA if those design discussions will impact the Design Development review.

6.4 CONSTRUCTION DOCUMENTS PHASE

The CRA Staff shall review the Construction Documents for consistency with earlier approved documents, the KSURP, the MXD Zoning and the Development Agreement. Construction Documents shall be submitted for review following approval of the Design Development phase, and shall be deemed by CRA Staff as either a) approval, b) conditional approval, or c) request for resubmission. Construction Documents will provide full construction level of detail for a specific development project and accompanying site and open space improvements. The purpose of this submittal is to expand and develop the Design Development Documents to their final form, prepare drawings and specifications in sufficient detail to set forth the requirements of construction

of the project and to provide for permitting. The Developer may submit plans for simultaneous ISD review of related building permits.

The CRA Staff shall review construction Documents for consistency with prior approvals within thirty (30) days following the Staff's receipt of such documents. When approved, the Construction Documents phase approval will be documented in the form of Construction Documents approval letter from CRA Staff to ISD. In the case of request for resubmission, CRA Staff will coordinate with the Developer to review Construction Documents and address issues of the CRA, in coordination with the review by CDD. If after the review period and good faith efforts by both parties, a resolution with the Developer on a Construction Document design consistency issue(s) cannot be reached during the Construction Documents phase, the project revision may be returned to the CRA Board for consideration. It is however preferable to find resolution at the staff level once the design has reached this phase of review.

6.5 DOCUMENT SUBMITTAL REQUIREMENTS

The Developer shall submit Design Development and Construction Documents, which shall include the materials and information listed in *Attachment 1*. CRA Staff may waive certain document submittal requirements if the CRA Staff determines such documents are not necessary for the specific application. Likewise additional materials submitted to clarify the construction documents may be requested by the CRA Staff in order to facilitate thorough review but additional material submission shall not necessarily constitute a reset of the review timeline.

6.6 ON-SITE EXTERIOR SAMPLE PANEL / MOCK-UP

In the Design Development or Construction Documents phase, the developer is required to submit designs of and the proposed location of the required sample panel (Mock-Up) of exterior wall and window materials to be erected on or near the proposed development site. The purpose of this Mock-Up is to illustrate the actual appearance of these materials on the site, in various natural light and weather conditions, identify architectural issues in relation to the facade construction, demonstrate the visual and aesthetic composition of materials, and their relationships to one another. As a standard condition of Construction Documents phase approval, the Mock-Up shall be constructed by the developer and reviewed by the CRA with the interpretive assistance of the Developer's design team (Mock-Up Meeting) prior to the final selection and ordering of these materials. If any issues arise during the sample panel on-site review meeting, CRA Staff will work as expeditiously as possible to resolve these issues with the Developer's design team prior to the ordering of these materials. Within ten (10) days of the Mock-Up Meeting the CRA staff will provide a written determination of its approval or any proposed material modifications.

6.7 REVISIONS TO PREVIOUSLY APPROVED DESIGN DOCUMENTS

Design Revisions to the previously approved Schematic Design, Design Development, or Construction Documents may only be approved if the changes do not constitute a material change in the development as approved under the Schematic Design process, and/or the changes satisfy conditions or design requests from the previous approvals. No material changes to Construction Documents are permitted after CRA Staff approval without notifying CRA Staff of the change and reason for such change. In this case, CRA Staff approval is required for the development project to proceed to completion and occupancy.

In the event that CRA and/or CDD Staff determines that such document contains changes which deviate materially from the document already approved by the CRA Board and Planning Board during the Schematic Design approval, this will be considered a substantial design revision, and CRA and CDD Staff may require submittal of amended documentation, for review by the CRA Board and Planning Board and other City departments, as needed.

7. PERMITTING AND COMPLIANCE

7.1 CITY OF CAMBRIDGE BUILDING PERMITS

The Developer may apply for a Building Permit to commence construction from ISD upon the CRA Staff's determination that the Design Development documents are complete and generally consistent with the Schematic Design. The Building Permit *application* can be submitted before the Construction Documents for the project have been completed and submitted for approval to the CRA. The Developer however may **not** obtain a Building Permit until the Construction Documents have been approved or conditionally approved by CRA Staff.

Notwithstanding the foregoing, the Developer may also apply for and receive City permits related only to demolition, grading and excavation activities prior to the CRA Staff's approval of the Construction Documents, provided that the CRA Staff is notified of such activities prior to issuance of any City permits.

7.2 CRA NOTIFICATION OF CITY PERMITS

No building permit, or any other City construction permit, including but not limited to any permits required by DPW shall be issued unless the CRA has been notified of the permit application and has confirmed compliance with this DRDAP and approvals of the CRA. Developer shall use best efforts to notify the CRA of any and all permit submissions made to the City and DPW and will work with the CRA to ensure that any concerns of consistency are addressed prior to the issuance of such any applicable permit. The Developer should continue to work closely with all other relevant City Departments such as DPW and TPT during the permitting process and should continue to inform the CRA of the scheduling and significant outcomes of each meeting.

7.3 SIGNAGE APPROVALS PROCESS

The CRA Board and CRA Staff will approve exterior signage through a separate process that may run concurrently, outlined in the CRA's *MXD District Signage Review and Approval Process*.

7.4 CRA CERTIFICATE OF COMPLETION

Upon building completion, the CRA shall issue a Certificate of Completion, as described in the process outlined in Development Agreement. Past approval of Construction Documents does *not* act as certification that such building, even if constructed in substantial conformance with such approval, complies with the terms of the KSURP and the Development Agreement until such a Certificate of Completion is issued by the CRA.

7.5 COMPLIANCE WITH OTHER LAWS

The Developer must comply with all applicable local, state and federal laws in relation to building construction, engineering and accessibility. CRA review and/or approval of the Schematic Design Documents, Design Development Documents or Construction Documents shall not be relied upon or presented as a determination of compliance with any building codes and standards, including building engineering and structural design, or compliance with building codes or regulations, or any other applicable state or federal law or regulation relating to construction standards or requirements, including, without limitation, compliance with any local, state or federal law or regulation related to the suitability of the improvements for use by persons with physical disabilities.

ATTACHMENT 1

DOCUMENTS TO BE SUBMITTED FOR PROJECT APPROVALS

During each stage of the project design review process, CRA and CDD Staff and the applicant shall agree upon the necessary scale and number of copies and format (paper/digital) of the drawings for project submissions. Prior to the development team commencing work, CRA and CDD Staff and the applicant shall discuss and formally agree upon the scope of the subsequent project submissions recognizing that each project is unique and that all documents outlined herein may not be required for each project.

All plans and drawings submitted during Building Design Review shall be prepared based on accepted professional practice by an architect licensed to practice in and by the Commonwealth of Massachusetts.

A1.1 Infill Development Concept Plan (IDCP)

The Infill Development Concept Plan shall include the following items in compliance with Section 14.32.2.1 MXD District of the Cambridge Zoning Ordinance:

- 1) A current development program illustrating the size, location, and uses of existing buildings at the time of submission,
- 2) A site plan for all proposed new development within the MXD Zoning District including locations of Innovation Space as described in Section 14.32.5 of the Zoning Ordinance and Active Ground Floor Uses described in Section 14.36 of the Zoning Ordinance.
- 3) A table summarizing the current and proposed future uses on building sites in the District and indicating the potential size and use (or alternate uses) of future development.
- 4) A Phasing Plan describing the anticipated timing of commercial and housing development.
- 5) A Transportation Impact Study certified by the Traffic, Parking and Transportation Department in accordance with the requirements of Section 19.24, Paragraph (2) of the Zoning Ordinance, which shall also include a parking demand analysis and a projection of proposed reliance on transit and plans to address non-automobile use.

- 6) A housing program describing the distribution of new housing units, including affordable housing units, middle income housing units, and larger family units containing two (2), three (3) or more bedrooms. The housing program shall also describe the anticipated housing tenancy (rental/home ownership) and a description of efforts to provide a mixture of tenancy types.
- 7) An open space plan depicting the size, layout and configuration of all open space within the District. This open space plan shall illustrate the open space existing in the District and open space to be developed or modified within the District and / or outside of the District in accordance with Section 14.40. The plan shall provide a narrative discussion of public programming concepts for new and existing open space. The open space plan should also describe connections between the District and the neighboring PUD-KS District.
- 8) A plan describing street and public infrastructure improvements to be undertaken in coordination with the development program, including all proposed water, stormwater and sewage facilities, which shall also be submitted to the Department of Public Works (DPW) for review.
- 9) A plan illustrating proposed building scale, height and massing, including a model and a study demonstrating the anticipated shadow, wind, noise, and light pollution impacts of all proposed buildings taller than 100 feet, and a general description of proposed mitigation measures that will be employed.
- 10) A set of urban design guidelines to be utilized in the design review process shall be included.
- 11) Proposed modifications, if any, to the development plans then approved pursuant to the Massachusetts Environmental Policy Act (MEPA) and an update on implementation of required mitigations from MEPA.
- 12) A sustainability plan describing concepts for how additional development will meet the requirements set forth in Section 14.74 of the Zoning Ordinance, including but not limited to district-wide approaches to energy, water and wastewater management, climate resiliency and waste management.
- 13) In order to effectuate the goals of promoting a vibrant retail environment and street-level activation, the Concept Plan shall include a Retail Plan to demonstrate how the project will improve and diversify the existing retail environment, create active street-level uses and attract and support the provision of local and independent businesses. Among other things, the Retail Plan shall:
 - a. Set forth target uses and users (and shall particularly target local/independent retailers and grocery store/pharmacy operators),

- b. Designate an individual responsible for implementing the plan who shall serve as a point of contact with the CRA,
- c. Describe the types of economic incentives which may be offered to tenants such as rental and fit-up allowances,
- d. Provide a street activation plan for Main Street, Broadway and Ames Street, and
- e. Identify opportunities for “start-up” retail uses at an entrepreneurial or developmental stage of business, which opportunities may, for example, be located in indoor or outdoor temporary space (such as kiosks, markets, food trucks and the like) or in leased space, or in some combination thereof.

The Infill Development Concept Plan must outline an annual reporting process to the CRA for the duration of the Kendall Square Urban Renewal Plan (KSURP) regarding the ongoing efforts on the part of the development to comply with the Retail Plan as described in Cambridge Zoning Ordinance Section 14.32.2.1 as well as the below market innovation office program described in Cambridge Zoning Ordinance Section 14.32.6(3) and mitigation commitments found in the 2015 Environmental Impact Report (EIR) and 2016 Notice of Project Change (NPC).

A1.2 Building Design Review

A1.2.1 SCHEMATIC DESIGN PHASE

Documents submitted at this stage in the design review will relate to schematic design level of detail for a specific project. The purpose of this submittal is to propose a specific building site design based on the IDCP, incorporating changes resulting from resolution of the CRA or City conditions, and resolution of design concerns raised and refinements requested during the IDCP approval. The Schematic Design submission for a specific project should be consistent with the prior IDCP approval and the KSURP. A Schematic Design submittal will include at minimum the following documents:

A. Written Statement

A statement of proposal shall list and quantify at minimum:

The written statement should begin with a chart with the following data points clearly delineated:

- development program including the final gross floor area calculations by use group according to the KSURP and Article 14 MXD Zoning District,
- open space areas and required open space calculations,
- floor area ratio calculations,
- vehicle and bicycle parking program and calculations,
- service and loading information (number of bays provided, uses, etc.),
- sustainability program (LEED rating),
- proposed schedule including each phase of design review, and construction including excavation/utilities/foundation, structure, and completion,
- summary of exterior materials,
- proposed structural system,
- preliminary estimate of total probable construction cost

Following the data chart described above, the following shall also be documented in a narrative and visual format:

- relationship between the proposed building and existing or proposed surroundings analyzing principles such as building form, use adjacencies, activity relationships, visual compatibility, and functional relationships.
- statement of compliance which shall include consistency with the Kendall Square Urban Renewal Plan, Article 14 of the Cambridge Zoning Ordinance, 2015 EIR / 2016 NPC, and conformity with applicable federal, state and local laws and regulations is required.
- A preliminary study demonstrating the anticipated shadow, wind, noise, and light pollution impacts of all proposed buildings taller than 100 feet, and a general description of proposed mitigation measures that will be employed.

- The complete sustainability program including at minimum a summary of LEED certification approach and resiliency plan.

B. Schematic Design drawings

The Schematic Drawings shall generally include, but not be limited to:

- Isometric or perspective drawings sufficient to illustrate overall project and understand the proposed building scale, height and massing
- Site plan at appropriate scale showing all proposed land uses within the parcel and adjacent parcels; relationships of buildings with their respective uses designating public and private open spaces, terraces, landscaped areas, walkways, loading areas, streets, sidewalks, crossings, parking facilities, transit facilities, points of vehicular, pedestrian and bicycle access, and water elements. Existing and proposed new paving, planting, lighting, streets, sidewalks, and structures should be shown, both within the parcel and adjacent parcels.
- Site sections showing height relationships of those areas noted above as well as nearby buildings.
- Building plans, elevations and sections sufficient to describe the development proposal, the general architectural character, and materials proposed at appropriate scale to fully explain the concept.
- A preliminary draft proposed parcelization plan or alternative parcelization plans illustrating possible lot boundaries, vertical elevations of proposed finished grade at corners of tracts, public and private ownership, easements, and rights-of-way.

C. Model

To facilitate the understanding of the impact of the specific building and site design being proposed, a 3D model of the building and site shall be submitted to the CRA, which shall be prepared at an appropriate scale indicating the exterior building

design including façade articulation, site layout, pedestrian relationship, streetscape, building landscaping and open space treatments and texture of materials. The detailed building and site model shall be inserted into a larger model encompassing adjacent areas as required by CRA Board and Staff. Facilities not under review or not yet designed may be represented in simple massing form. Additional model studies at a larger scale may be needed in order to fully understand specific proposed design details. The need for such studies will be determined at the time in consultation with the CRA Board and Staff.

D. Perspectives, Sketches and Renderings

Perspectives, sketches, and renderings, (and other appropriate illustrative materials acceptable to the CRA) as necessary to indicate the architectural character of the project and its relationship to the pedestrian level including landscaping, streetscape and adjacent open spaces, as well as viewable angles from key view points shall be submitted to the CRA.

E. Façade Materials Board

Samples of proposed façade materials and exterior colors shall be submitted to the CRA in a manner to allow reviewing staff and members of the public to clearly understand where materials are to be used on the proposed building and how they relate to each other.

A1.2.2 DESIGN DEVELOPMENT PHASE

Documents submitted at the Design Development stage in design review will relate to design development level of detail for a specific project. The purpose of this submittal is to expand and develop the Schematic Design incorporating changes resulting from resolution of comments and concerns during the Schematic Design phase and to prepare drawings and other documents as to architectural, structural, mechanical and electrical systems. It is expected in this phase for the CRA to receive a complete set of Design Development drawings based on accepted professional practice.

The Design Development Document submission for a specific project should generally be consistent with the prior Schematic Design approval, and include at minimum the following documents:

A. Design Development drawings:

- Building relationships to landscaped areas, parking facilities, loading facilities, roads, sidewalks, crossings, mid-block connections, terraces, landscaped areas, any transit facilities, and both public and private open space areas. All proposed land uses within the subject parcel shall be designated. Existing and proposed new points of vehicular, pedestrian, and bicycle access shall be shown, indicating proposed new paving, planting, lighting, streets sidewalks and structures within the parcel and adjacent parcels.
- All utilities or service facilities which are a part of or link this project to the public infrastructure shall be shown.
- Grading plans depicting proposed finish site elevations
- Site drainage and roof drainage.
- Required connections to existing and proposed utilities.
- All existing structures adjacent the site.

B. Building floor plans and elevations including structural system, at an appropriate scale.

C. Building sections showing typical cross sections at an appropriate scale, and in particular indicating street walls and adjacent open spaces, relationship of ground floor uses to pedestrian outdoor areas, and including mechanical equipment.

D. Open space associated with the proposed building and consistency to the existing circulation plans of the IDCP shall be fully analyzed and presented in the Schematic Design phase. Landscape design plans showing details of landscape elements including walls, fences, planting, outdoor lighting, ground surface materials. Appropriate reference to improvements in the City's right of way shall be shown.

E. Drawings showing structural, mechanical and electrical systems.

- F. Materials and colors samples as they may vary from those submitted for Schematic Design approval
- G. Signage and wayfinding locations
- H. Outline specifications for materials
- I. Roof plan showing location of and screen design for all rooftop equipment, rooftop terraces or green spaces; and roof drainage
- J. Final parcelization plan or alternative parcelization plans illustrating possible lot boundaries, vertical elevations of proposed finished grade at corners of tracts, public and private ownership, easements, and rights-of-way.
- K. An updated wind tunnel model and a study demonstrating the anticipated wind impacts of all proposed buildings taller than 100 feet, and a general description of proposed mitigation measures that will be employed.

A1.2.2 CONSTRUCTION DOCUMENTS PHASE

Documents submitted at the Construction Documents stage in the design review will relate to the construction documents level of detail for a specific project. The purpose of this submittal is to expand and develop the Design Development Documents, prepare drawings and specifications in sufficient detail to set forth the requirements of construction of the project and to provide for permitting. It is expected in this phase for the CRA to receive a complete set of Construction Drawings based on accepted professional practice.

The Construction Document submission for a specific project should generally be consistent with the prior Design Development approval, and include at minimum the following documents:

- A. Full set of Construction Drawings and Specifications in sufficient detail to provide for permitting by the Inspectional Services Department.
- B. An updated final copy of the written summary document from the Schematic Design phase quantifying the development program and other required calculations should be included as well as a statement of consistency with the provisions of the Kendall Square Urban

Renewal Plan, the Article 14 MXD Zoning District, and the 2015 EIR / 2016 NPC.

- C. Initial concepts for the Construction Phasing and Management Plan including proposed staging, detours and temporary bike & pedestrian accommodations during construction should be included in the CD phase.
- D. A presentation of all exterior color schedules including samples, if appropriate, and final design drawings for all exterior signs and graphics prior to completed construction if different or updated since the Design Development set.
- E. A final digital copy of the existing conditions survey information is required for the project area in PDF and CAD format for the CRA to maintain accurate historic survey of the KSURP area.
- F. In the CD phase, the developer is required to submit designs of and the proposed location of the required sample panel (mock-up) of exterior wall and window materials to be erected on or near the site. The purpose of this sample panel is to illustrate the actual appearance of these materials on the site, in various natural light and weather conditions and architectural issues in relation to its erection and demonstrate proposed material relationships to one another. As a condition of CD phase approval, this sample panel shall be constructed by the developer and reviewed by certain members of the CRA Board and Staff prior to the final selection and ordering of these materials.

The Construction Documents shall generally be consistent with the approved Design Development Documents. The Construction Documents shall comply with the requirements of the City's Inspectional Services Department, including Site Plans and Construction Drawings and Specifications ready for permitting. CRA Staff and applicant shall continue to work to resolve any outstanding design issues, as necessary.

As a condition of CD phase approval, upon project completion and prior to issuing the CRA Certificate of Completion, the developer is required to submit, in PDF and CAD format, an updated as-built survey of the ground plane and all subsurface utilities including any building outlines, building or parking entries and exits, landscaping, sidewalk, roadway or parcel changes that were included as part of the project.

Attachment 2: Standard Process Map for Building Design Review

CRA Board / Planning Board

Pre-Submittal

Joint CRA/CDD Staff coordination with applicant to agree on Content, Organization and Format

CRA Design Review Committee Presentation(s)
no vote taken, advisory only

Joint CRA/CDD staff meeting with applicant to discuss/ review draft materials and Board initial reactions. Individual meetings as needed (TP1, DPW, E&T, etc.)

NOTE: CRA Design Review Committee Presentations will include 2 CRA Board Members and 2 Planning Board Members present in addition to CDD and CRA Staff, the Developer and Architect.

SD Phase

Applicant formally submits Schematic Design Review Document for consideration (including proposed materials board)

Simultaneous CRA/CDD Staff review (Staff will prepare separate review memos)

Joint CRA Board / Planning Board meeting for consideration of schematic design by both boards (Optional simultaneous review of IDCP)

NOTE: If the schematic design is not approved at the Joint CRA Board/Planning Board meeting, CDD and CRA staff will coordinate together to meet with the Applicant to discuss outstanding design issues and set up additional meetings as necessary. The Applicant may submit additional materials as necessary.

CRA Staff / CDD Staff

DD Phase

Applicant submits DD documents for CRA review

CRA Staff review (invite CDD staff as well)

CRA/CDD Staff coordinate with applicant to review DD documents and address issues. Individual meetings as needed (TP1, E&T, DPW, etc.)

CRA Staff Approval with CDD Staff consultation

NOTE: If at any time a resolution cannot be reached during the DD phase, the issue may be returned to both the CRA Board and Planning Board for resolution.

NOTE: When DD phase approval is complete, the Applicant may apply for and receive a Demolition and Excavation Permit as well as a Preliminary Permit for Foundation work. The Applicant may also submit an application for a Building Permit but may not receive a Building Permit until CD phase is approved.

CD / Phase

Applicant submits CD documents for CRA and CDD Staff review (including drawings for on-site sample panel mock-up)

Simultaneous CRA/CDD Staff review

CRA/CDD Staff coordinate with applicant to review CD documents and address issues

CRA provides ISD with approval documentation

Building Permit Certification: CDD signs off on Building Permit

Applicant constructs mock-up panel on-site and hosts a joint CRA/CDD Staff mock-up review meeting

CRA and CDD Staff review on-site mock-up panel; any issues resolved as soon as possible with Developer and design team

CDD signs off on Occupancy Permit

CRA issues Certificate of Completion

60 Days

10 Days for completeness check

10 Days for completeness check

21 Days