



Bk: 59885 Pg: 558 Doc: DEED
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DEED

(PLAZA TRACT)

CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to the laws of Massachusetts and having its usual place of business in the City of Cambridge, Middlesex County, Massachusetts (the "Grantor"), in, consideration of Five Hundred Fourteen Thousand Eight Hundred Five and 04/100 Dollars (\$514,805.04) paid, grants unto BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership whose address is c/o Boston Properties, Inc., 800 Boylston Street, Suite 1900, Boston, Massachusetts 02199-8103 (the "Grantee") with QUITCLAIM COVENANTS the land in said City of Cambridge, described on Exhibit A hereto.

The Grantor and the Grantee entered into a Supplemental Land Disposition Contract ("SLDC"), dated as of August 20, 2012 (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.

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, as further amended by Amendment No. 2, dated May 19, 1981, and approved by such Council on June 22, 1981, as further amended by Amendment No. 3 dated June 11, 1993 and approved by such Council on September 13, 1993, as further amended by Amendment No. 4 dated

247 Main Street, Cambridge, Massachusetts

PLEASE RETURN TO: JOANN ALLAN
FIRST AMERICAN TITLE INSURANCE COMPANY
101 HUNTINGTON AVENUE, 13TH FLOOR
BOSTON, MA 02199

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 08/30/2012 01:02 PM
Ctrl# 174162 17022 Doc# 00185961
Fee: \$2,348.40 Cons: \$514,805.04

August 4, 1997 and approved by such Council on September 8, 1997, as further amended by Amendment No. 5, dated July 11, 2001 and approved by such Council on October 15, 2001, as further amended by Amendment No. 6 dated June 7, 2004 and approved by such Council on June 7, 2004, as further amended by Amendment No. 7 dated January 24, 2005, and as further amended by Amendment No. 8 dated March 17, 2010, 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"), it being expressly agreed that no amendment, modification or extension of the Urban Renewal Plan after the date of this Deed relating to the general conditions, land use provisions, and building requirements applicable to the granted premises shall be applicable to the granted premises (or abutting portions of public streets or public rights-of-way) without Grantee's written consent;

(2) shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental, or in the employment on, or in the use, occupancy or possession of, the granted premises or 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 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, sexual orientation, age, genetic information, ancestry, handicap, or marital status;

(5) 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, sexual orientation, age (as defined in said Chapter 151 B, as amended), genetic information (as defined in said Chapter 151 B, as amended), ancestry, handicap (as defined in said Chapter 151 B, as amended), or marital status;

(6) 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, sexual orientation, age (as hereinbefore defined), genetic information (as hereinbefore defined), ancestry, handicap (as hereinbefore defined), or marital status;

(7) shall, at all times maintain and operate the granted premises in accordance with the terms and provisions of that certain Operating and Easement Agreement dated as of September 25, 1986 (as the same has been amended prior to the date hereof and may from time to time subsequently be amended, the "Easement Agreement") recorded with the Middlesex South Registry of Deeds in Book 17438, Page 146 and filed with the Middlesex South Registry District of the Land Court as Document No. 722744 (it being understood and

agreed that, notwithstanding anything contained herein to the contrary, in the event that the tract or lot constituting the granted premises is in the future consolidated with any adjacent tracts or lots, the provisions of the Easement Agreement shall only apply to that portion of the consolidated parcel on which the Plaza, as that term is defined in the Easement Agreement, is located);

(8) 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 purpose of said SLDC, 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 (and shall not charge or collect any compensation in any form for any such access);

(9) 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;

(10) 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 to the Plaza (as defined in the Easement Agreement) which would not be in accordance with the Urban Renewal Plan or which would result in substantial deviations in any of the following: (1) the open spaces of the granted premises; or (2) the pedestrian or vehicular circulation patterns in the open space of the granted premises. 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 Plaza 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;

(11) 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 SLDC 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;

(12) 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;

(13) subject to the provisions of Paragraph (1) hereof, shall not require that its or their consent be obtained for, and the Grantee and its successors and assigns shall not object to, any amendment or modification of the Urban Renewal Plan applicable to any part of the Kendall Square Urban Renewal Project (except the granted premises and Parcel 4 of said Project) or any increase in the cumulative GFA (as defined in the Urban Renewal Plan) for office uses, hotel/motel uses, non-owner-occupied institutional uses or biotechnology manufacturing uses (or other change having the effect of increasing such permitted uses);

(14) shall not devote the granted premises to or for uses which render said granted premises exempt from real estate taxes except pursuant to an agreement in accordance with Massachusetts General Laws Chapter 121A or any other agreement which is satisfactory to the City of Cambridge; and

(15) shall maintain or cause to be maintained at its own expense lawns, plantings and the underground irrigation system therefor, previously installed by the Grantor, in or for the pedestrian way and 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 attached to a certificate of the Secretary of the Grantor to be recorded herewith; it being agreed that such maintenance obligation shall be conditioned on the Grantee's being provided by the Grantor, the City of Cambridge and any other applicable public agency with such right of access as may be required for the Grantee 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 Grantee to fulfill its maintenance obligations hereunder.

The agreements and covenants in said paragraphs (1) to (15), both inclusive, other than paragraphs (2), (4), (5), (6), (14) and (15), and all rights and obligations under any of said agreements and covenants, shall be in force and effect until the expiration of the Urban Renewal Plan; and the agreements and covenants in paragraphs (2), (4), (5), (6), (14) and (15) and all rights and obligations under said agreements and covenants, shall be in force and effect until the expiration of one hundred (100) years from the date of this Deed; provided, however, that the foregoing provisions shall not abate, or be a ground for abatement of, any action, suit, or other legal proceeding instituted prior to the termination of the agreements and covenants; and provided further, that the Grantee, and its successors and assigns shall be liable (subject to the provisions of Section 602 of said SLDC), 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 the SLDC, 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 (15), both inclusive, and the United States of America shall be deemed a beneficiary of the covenants provided in paragraphs (2), (3), and (7), 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 (7), 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 (15), 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 (2), (3), and (7)) 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.

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.

Pursuant to the provisions of Section 4 of Amendment No. 11 to the Development Agreement between the Grantor and the Grantee, which Amendment No. 11 is dated as of June 23, 1997, the Grantor acknowledges and agrees that in connection with this Deed, neither Mortimer B. Zuckerman nor Edward H. Linde shall be responsible for any of the Personal Obligations (as defined in such Amendment No. 11) and that any liability for such Personal Obligations shall be borne by the Grantee and in no event by Messrs. Zuckerman or Linde. Except as hereinafter provided, no member or manager of the Grantee (or trustee of any trust designated to hold title for the Grantee) or any officer, shareholder, director or partner of the Grantee or of any member or manager of the Grantee shall, other than to the extent of such party's interest in the assets of the limited liability company or trust relating to the granted premises, as the case may be, be personally liable to the Grantor, or any successor in interest or person claiming through or under the Grantor, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Deed; with the sole exceptions being liability of the Grantee for the following Personal Obligations: the amounts of the Deposit under the SLDC, and any commitment or personal guarantee by the Grantee of the Grantee's obligation to reconstruct public improvements, all as provided in

the SLDC; it being further provided that nothing herein shall affect any non-monetary remedies of the Grantor under the SLDC or this Deed.

[Signatures follow]

WITNESS the execution hereof under seal this 28th day of August, 2012.

GRANTOR:

Witness:

Maurit Fye

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: Kathleen L. Born
Name: Kathleen L. Born
Title: Chair, Board of Directors

Witness:

Maurit Fye

By: Joseph F. Tulimieri
Name: Joseph F. Tulimieri
Title: Executive Director and Secretary

GRANTEE:

Witness:

M. Cantalupa

BOSTON PROPERTIES LIMITED PARTNERSHIP

By: Boston Properties, Inc., its general partner

By: Michael A. Cantalupa
Name: Michael A. Cantalupa
Title: Senior Vice President, Development

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

August 28, 2012

On this day, personally appeared the above-named Kathleen L. Born, the Chair of the Board of Directors of Cambridge Redevelopment Authority, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be the free act and deed of said Authority for the purposes stated therein, before me,



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

Tracy L. Mercer
Notary Public
My Commission Expires:
5/27/16

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

August 28, 2012

On this day, personally appeared the above-named Joseph F. Tulimieri, the Executive Director and Secretary of Cambridge Redevelopment Authority, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be the free act and deed of said Authority for the purposes stated therein, before me,



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

Tracy L. Mercer
Notary Public
My Commission Expires:
5/27/16

EXHIBIT A
Description of Plaza Tract

Beginning at the southwesterly corner of the herein granted parcel at a point in the northerly side line of Main Street, which is located S 84°-29'-07" E a distance of Four Hundred Sixty-Two and Seventy-Seven Hundredths feet (462.77') from the intersection of the easterly line of Sixth Street and the northerly line of Main Street; then

- N 05°-30'-53" E a distance of Fifty-five and Fifty Hundredths feet (55.50') along the easterly boundary of Tract V for the next two (2) courses to a point; then
- S 84°-29'-07" E a distance of Fifteen and Seventy-Five Hundredths feet (15.75') to a point; thence
- N 05°-30'-53" E a distance of Fifty and Eighty-Nine Hundredths feet (50.89') to a point; thence
- S 84°-31'-04" E a distance of One Hundred Thirty-Two and Fifty-Four Hundredths feet (132.54') along the southerly boundary of Tract IV to a point; thence
- S 05°-30'-53" W a distance of Fifty-Six and Thirty Hundredths feet (56.30') along the westerly boundary of Tract IV for the next four (4) courses to a point; thence
- N 84°-29'-07" W a distance of Twenty-Eight and Ninety-Six Hundredths feet (28.96') to a point; thence
- S 05°-30'-53" W a distance of Twenty-Two and Sixteen Hundredths feet (22.16') to a point; thence
- S 84°-29'-07" E a distance of Twenty-Eight and Ninety-One Hundredths feet (28.91') to a point; thence
- S 05°-30'-53" W a distance of Twenty-Eight and No Hundredths feet (28.00') to a point; thence
- N 84°-09'-07" W a distance of One Hundred Forty-Eight and Twenty-Five Hundredths feet (148.25') along a parcel of land now or formerly owned by the Cambridge Redevelopment Authority to the point of beginning.

The above-described parcel contains 14,372 square feet, more or less, and is shown as Plaza Tract on a plan entitled "Kendall Sq. Urban Renewal Area, Cambridge, Mass."; Dated November 19, 1985, Revised September 5, 1986, Prepared by Allen & Demurjian, Inc.,

Scale 1"=40' (Sheet 1 of 4) recorded with the Middlesex South Registry of Deeds as Plan No. 1334 of 1986 in Book 17438, Page 93.

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

Title Reference: Order of Taking dated June 26, 1979 recorded with the Middlesex South District Registry of Deeds in Book 13726, Page 206; Deed dated January 25, 1982 recorded with said Registry in Book 14801, Page 539 and filed with the Middlesex South Registry District of the Land Court as Document No. 631362 (see Order for Deregistration dated June 19, 1986 filed as Document No. 711659); Discontinuance of a portion of Carleton Street dated August 5, 1985 recorded with said Registry in Book 16577, Page 191; and Confirmatory Order of Taking dated June 4, 1986 recorded with said Registry in Book 17101, Page 319.

Subject to encumbrances of record and with the benefit of rights of record.