

BOSTON PROPERTIES LIMITED PARTNERSHIP

**c/o Boston Properties, Inc.
800 Boylston Street, Suite 1900
Boston, Massachusetts 02199**

August 2, 2010

Mayor David P. Maher
Vice Mayor Henrietta Davis
Ordinance Committee Co-Chair Sam Seidel
Ordinance Committee Co-Chair Timothy J. Toomey, Jr.
City Councilor Leland Cheung
City Councilor Marjorie C. Decker
City Councilor Craig A. Kelley
City Councilor Kenneth E. Reeves
City Councilor E. Denise Simmons
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

Re: Commitments and conditions accompanying the amended zoning petition for Ames Street District of Kendall Square Urban Renewal Area (the "Ames Street Zoning") attached hereto as Attachment A.

Dear Mayor Maher, Vice Mayor Davis, Ordinance Committee Co-Chairs Seidel and Toomey, and Councilors Cheung, Decker, Kelley, Reeves and Simmons:

The purpose of this letter is to describe commitments and benefits which Boston Properties (hereinafter defined) is prepared to offer the City of Cambridge, to facilitate and enable Boston Properties' use and development of portions of the Kendall Square Urban Renewal Area, subject to the satisfaction of the "Conditions" set forth below. All capitalized terms used herein and not otherwise defined herein shall be used with the meanings as set forth in Attachment A.

For purposes hereof, "Boston Properties" refers to the entities listed below who own the land opposite each entity's name below, which land constitutes all of the land within the Ames Street

District, and Boston Properties Limited Partnership. The "Boston Properties Land" means any land listed below.

| <u>Boston Properties Entity</u> | <u>Boston Properties Land</u> |
|--|--|
| Trustees of One Cambridge Center Trust | One Cambridge Center |
| Trustees of Two Cambridge Center Trust | Two Cambridge Center |
| Trustees of Three Cambridge Center Trust | Three Cambridge Center |
| BP Four CC LLC | Four Cambridge Center |
| BP Five CC LLC | Five Cambridge Center |
| BP East Garage LLC | Cambridge Center East Garage |
| Cambridge Center West Garage LLC | Cambridge Center West Garage 75 Ames Street |

This Letter of Commitment shall be binding upon and inure to the benefit of successor owners of the Boston Properties Land.

A. Boston Properties' Commitments

1. Upon the adoption of the Ames Street Zoning, Boston Properties will contribute \$250,000.00 to the City of Cambridge (the "City") to fund neighborhood planning studies.
2. (A) Boston Properties will contribute \$400,000.00 to the City of Cambridge Scholarship Fund over a period of eight (8) years (\$50,000.00 annually) commencing upon the issuance of a building permit for a development on any of the Boston Properties Land utilizing any portion of the 2010 Additional GFA (such development being hereinafter referred to as the "2010 Additional GFA Building"). It is understood and agreed that preference will be given to Area Four and Wellington Harrington residents in terms of the recipients of scholarships funded by Boston Properties' contributions under this Section 2(A).

(B) In addition to the above, Boston Properties will contribute \$150,000.00 to the East Cambridge Scholarship Fund over a period of three (3) years (\$50,000.00 annually) commencing upon the issuance of a building permit for the 2010 Additional GFA Building.

3. Boston Properties will agree to commence construction of a residential project (the "Residential Building") utilizing all or any portion of the 200,000 square feet of gross floor area restricted to housing use under Section 14.32.1 of the City of Cambridge Zoning Ordinance (the "Zoning Ordinance") within seven (7) years after the issuance of a certificate of occupancy for the 2010 Additional GFA Building. In the event that Boston Properties shall fail to commence construction of the Residential Building within such seven (7) year period, Boston Properties shall pay to the City of Cambridge the following amounts for each successive year after the seventh (7th) year that construction has not commenced:

| <u>Year</u> | <u>Amount</u> |
|---------------|---------------|
| Eight (8) | \$250,000.00 |
| Nine (9) | \$250,000.00 |
| Ten (10) | \$350,000.00 |
| Eleven (11) | \$350,000.00 |
| Twelve (12) | \$400,000.00 |
| Thirteen (13) | \$400,000.00 |
| Fourteen (14) | \$500,000.00 |

In the event that Boston Properties has not commenced construction on the Residential Building within fourteen (14) years after the issuance of a certificate of occupancy for the 2010 Additional GFA Building, no further payments shall be due from Boston Properties to the City hereunder.

4. Commencing upon the issuance of a building permit for the 2010 Additional GFA Building, Boston Properties will dedicate a minimum of 20,000 square feet of gross floor area for leases ranging from 250 to 7,500 square feet of gross floor area to start-up or otherwise early stage companies, with flexible lease terms (e.g. shorter duration, lower credit requirements) consistent with reasonable market leasing practices, provided that Boston Properties owns properties within the Kendall Square Urban Renewal Area consisting of at least 1,000,000 square feet of gross floor area for Office Uses and Biotechnology Manufacturing Uses under Section 14.21.2 of the Zoning Ordinance. It is intended that such "incubator" space will attract young and entrepreneurial businesses to the Kendall Square area in the beginning stages of their development and hopefully facilitate their success and growth within the City.

5. Boston Properties will commit to commencing an improvement program on the plaza area adjacent to Two Cambridge Center and Three Cambridge Center within one year from the adoption of the Ames Street Zoning. Boston Properties will submit plans to the Community Development Department for non-binding design review, and will work in good faith with the Community Development Department to address any comments raised during the review process.
6. The 2010 Additional GFA Building will be designed in a manner consistent with the provisions of Section 19.32 of the Zoning Ordinance to have a positive relationship with its surroundings, including active space consisting of retail and consumer service stores and building lobbies that are oriented toward the street and encourage pedestrian activity on the sidewalk.
7. Boston Properties will contribute \$100,000.00 to the Cambridge Community Arts Center, \$50,000.00 of which shall be paid upon the issuance of a building permit for the 2010 Additional GFA Building and \$50,000.00 of which shall be paid upon the issuance of a certificate of occupancy for the 2010 Additional GFA Building.
8. Boston Properties will donate \$75,000.00 to the Margaret Fuller House (\$25,000.00 of which shall be devoted to programs), \$50,000.00 of which shall be paid upon the issuance of a building permit for the 2010 Additional GFA Building and \$25,000.00 of which shall be paid upon the issuance of a certificate of occupancy for the 2010 Additional GFA Building.
9. Boston Properties will contribute \$50,000.00 to the Cambridge Energy Alliance, a non-profit energy efficiency fund, \$25,000.00 of which shall be paid upon the issuance of a building permit for the 2010 Additional GFA Building and \$25,000.00 of which shall be paid upon the issuance of a certificate of occupancy for the 2010 Additional GFA Building.
10. Boston Properties will donate \$25,000.00 to the East End House for senior citizen programs upon the issuance of a building permit for the 2010 Additional GFA Building.

B. Conditions to Boston Properties' Commitments

For purposes of clarification, Boston Properties' commitments set forth above are offered if the following conditions (the "Conditions") are met:

1. The amendments to the Zoning Ordinance set forth in Attachment A are duly adopted in the form attached hereto as Attachment A, and no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity).

2. Boston Properties has obtained the zoning approvals and permits necessary for the 2010 Additional GFA Building and the Residential Building, including without limitation Article 19 approvals, and all appeals period for such zoning approvals and permits shall have expired without appeal having been made, or in the event that any appeal does occur, the outcome of said appeal shall not result in a change in the validity, or reduction in the development rights set forth in the permits and approvals. All time periods specified in this Letter of Commitment shall be tolled during the resolution of any appeal.

3. Until the 2010 Additional GFA Building has been completed, the City shall not have initiated or supported any rezoning or other ordinance changes that would have the effect of adversely affecting any of the uses or development authorized by Article 14 of the Zoning Ordinance (as amended by the Ames Street Zoning). Without limiting the generality of the foregoing, in the event of any change that adversely impacts the 200,000 square feet or gross floor area restricted to housing use under Section 14.32.1 of the City of Cambridge Zoning Ordinance, Boston Properties shall be relieved of its obligations under Section A.3 above.

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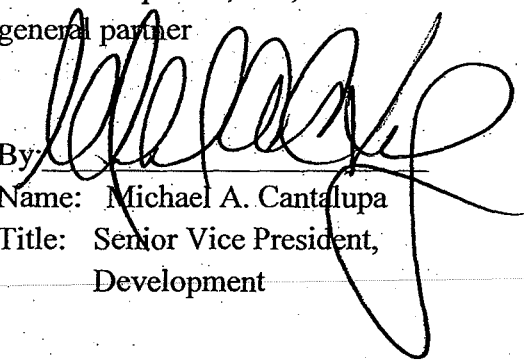
As Boston Properties' duly authorized representative, I am pleased to make these commitments on Boston Properties' behalf.

Sincerely,

The Trustees of One Cambridge Center Trust
The Trustees of Two Cambridge Center Trust
The Trustees of Three Cambridge Center Trust
BP Four CC LLC
BP Five CC LLC
BP East Garage LLC
Cambridge Center West Garage LLC
Boston Properties Limited Partnership

By: Boston Properties Limited Partnership,
a Delaware limited partnership

By: Boston Properties, Inc., its
general partner

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

Attachment A: Ames Street Zoning