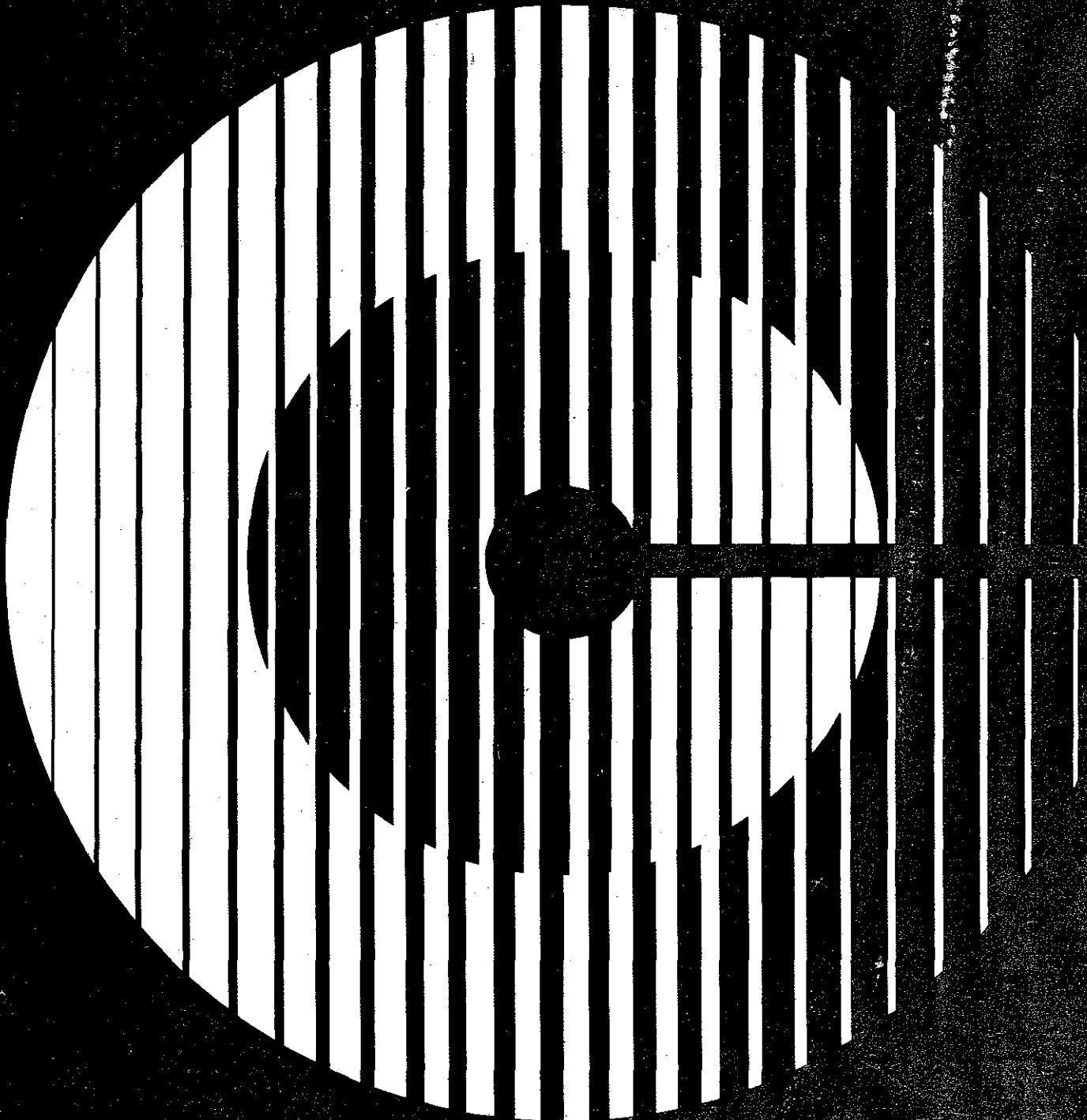




Cambridge Redevelopment Authority
Cambridge/Massachusetts

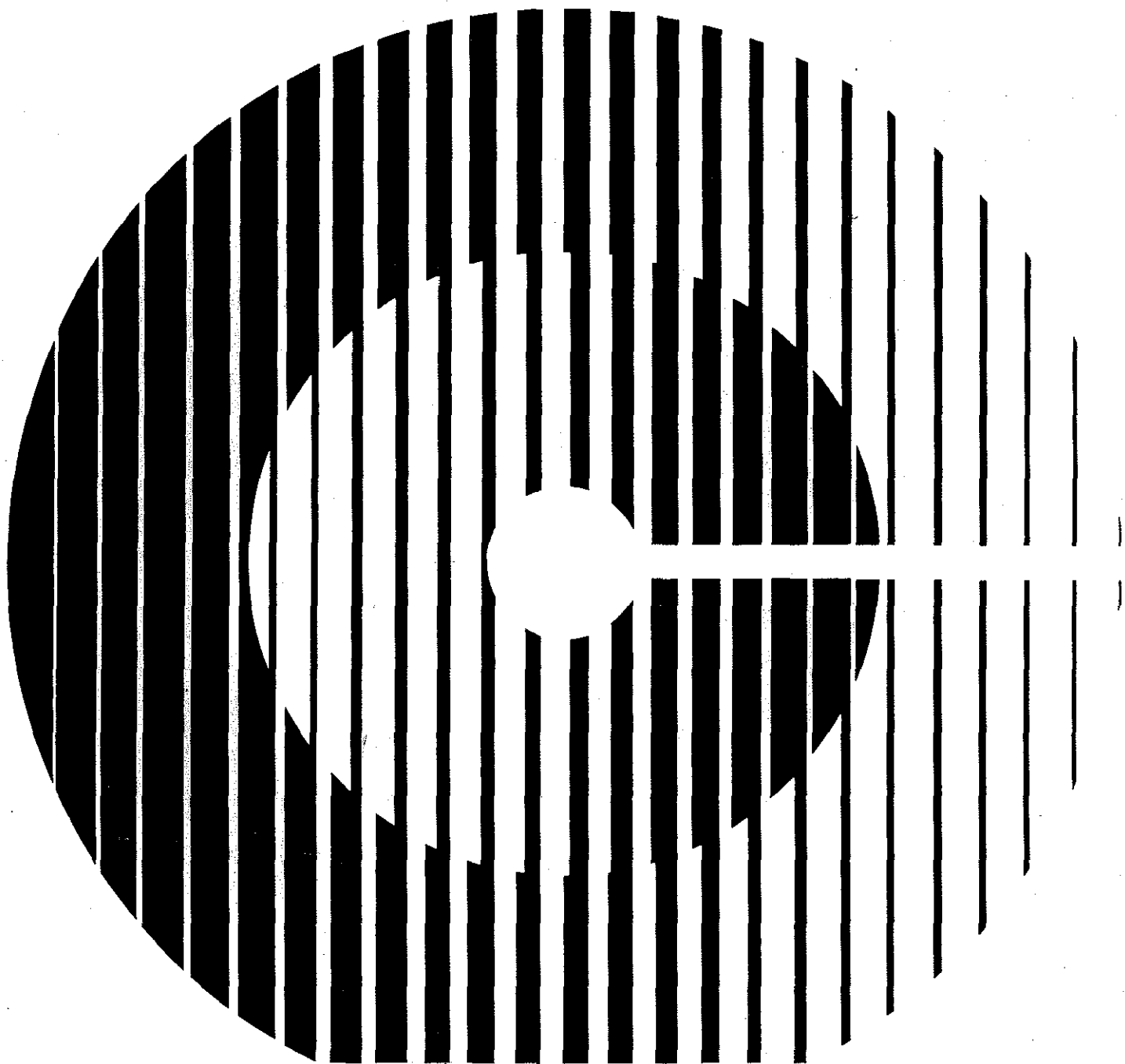
Cambridge Center Development Agreement





Cambridge Redevelopment Authority
Cambridge/Massachusetts

Cambridge Center Development Agreement



CAMBRIDGE CENTER
DEVELOPMENT AGREEMENT
PROJECT NO. MASS. R-107 / PARCEL 2

BINDER NO.

5

Kendall Square Urban Renewal Area
Cambridge Redevelopment Authority
Cambridge . Massachusetts

EXECUTION DATE

APR 14 1982

APR 14 1982

Kendall Square Urban Renewal Area / Parcel 2
Cambridge Redevelopment Authority

CAMBRIDGE CENTER DEVELOPMENT AGREEMENT / DOCUMENT CHECKLIST

- (1) Development Agreement, dated
by and between Cambridge Redevelopment Authority
and Cambridge Center Associates
 - (2) Exhibit A : Development Area Map [A]
AA : Mixed Use Development District: Cambridge Center [AA]
 - (3) Exhibit B : 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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PARCEL 2
DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT, dated as of APR 14 1982 , 1982, 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 8 Arlington 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 that part of the Project Area bounded by Broadway, Binney Street, former Sixth Street and the land referred to as the proposed Western Connector, including the portions being shown approximately as Parcel 2 on the map attached hereto as Exhibit A.

2. The Developer desires to purchase and redevelop in stages those portions of Parcel 2 approximately as outlined on the map attached hereto as Exhibit A (the "Parcel 2 Develop-

ment Area"). Each Tract of an Individual Parcel to be purchased and redeveloped as herein provided shall bound on the perimeter boundary of the Parcel 2 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 Parcel 2 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 Parcel 2 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 "Parcel 2 Concept Design Plan"), and outlining the improvements (the "Parcel 2 Development") to be constructed by the Developer on the Parcel 2 Development Area. It is presently contemplated that the Parcel 2 Development will consist of (in addition to any related parking facilities areas to be constructed pursuant hereto) between 420,000 and 770,000 square feet of gross floor area (which term as used in this Agreement shall have the definition contained in the Renewal Plan) with at least approximately 200,000 square feet of gross floor area to be constructed in each of the two north-south building zones shown on said Parcel 2 Concept Design Plan.

The uses permitted in the Parcel 2 Development Area shall be those uses currently defined in Article 14.000 of the Cambridge Zoning Ordinance for the MXD District (a copy of which Article is attached hereto as Exhibit AA) and permitted either under the classification of Light Industry uses or under the classification of Office uses as either

- (i) research and development office,
- (ii) research, experimental and testing laboratory,
- (iii) clerical, computer and/or data processing operations of a bank, trust company or other financial institution (but not including drive-in, over-the-counter or retail banking) or
- (iv) to the extent related or accessory to any of the foregoing uses located on the premises, business or professional offices

but shall not include any uses which render the land or the improvements thereon exempt from real estate taxes, unless expressly agreed otherwise in writing by the Authority. The Developer recognizes that the objectives of the Renewal Plan include the provision of land uses which maximize job opportunities at a variety of skill levels, including blue-collar and non-professional white-collar employment for present and future Cambridge residents, upgrade Cambridge workers' skills and wages in a manner commensurate with the cost of living in Cambridge, and help stabilize the City's industrial base and minimize the loss of local jobs, and the provision of improvements which are subject to local property taxation by the City of Cambridge. The Developer, as part of its

marketing program, agrees that it will actively market the Parcel 2 Development for rental by tenants whose uses fall within the definition of Light Industry use, and to this end the buildings (other than parking facilities) to be constructed by the Developer shall be of a type suitable for use for light assembly and similar uses, as such buildings are depicted in the approved Parcel 2 Concept Design Plan attached as Exhibit B. The Parcel 2 Development will also include appropriate parking facilities, landscaping and open spaces supporting the uses to be constructed by the Developer, all as provided in this Agreement, and as planned and reflected in the Parcel 2 Concept Design Plan.

3. The Authority presently has budgeted, for expenditure from time to time in related stages, funds of at least \$1,000,000 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 Parcel 2 Development Area and with the carrying out of stages of the Parcel 2 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 Parcel 2 Development, the Developer desires to purchase and redevelop a portion of Parcel 2 in the Parcel 2 Development Area (the "First Individual Parcel"), consisting of a Tract 1 of a size suitable for the development of a building containing approximately 62,000 square feet of gross floor area in no less than two stories (or approximately 75,000 square feet if such First Individual Parcel be located at an alternate site from that described herein), presently expected to be located approximately as shown on the Parcel 2 Concept Design Plan and to construct on said Tract 1 a building containing not less than 62,000 square feet of gross floor area (or 75,000 square feet of gross floor area for a building located at an alternate site from that described above) and to provide related parking facilities, in conformity with the Parcel 2 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 Parcel 2 Development Area and the Parcel 2 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 Parcel 2 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 Preliminary Design 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 Preliminary Design Phase (or sooner) for the improvements (which shall be described) to be constructed thereon or in connection therewith, the easement and other conditions referred to in Paragraph B(8) hereof (which Developer agrees to take subject to) and any other mutually agreed encumbrances thereon and any easements appurtenant thereto and shall allow for

the construction of a cumulative total on Parcel 2 of no less than 420,000 square feet of gross floor area assuming the balance of Parcel 2 remaining after each supplemental land disposition contract were to be fully developed in accordance with the Renewal Plan and the Parcel 2 Concept Design Plan with buildings of at least two story height; 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 Parcel 2 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 Parcel 2 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 shall provide for the maintenance by the Developer of lawns, plantings and the underground irrigation system related to the Individual Parcel; shall provide for such easements as may be necessary for the Developer to install and maintain all necessary utilities and to assure both the Authority (in regard to any portion of the Parcel 2 Development Area not subject to a supplemental land disposition contract pursuant to this Agreement)

and the Developer (in regard to such Individual Parcel) of the right of passage to the abutting public ways and across the vehicular roads and pedestrian walkways constructed or to be constructed in the Parcel 2 Development Area in accordance with the Parcel 2 Concept Design Plan; shall contain an obligation for the Developer to pay maintenance costs as provided in Paragraph B(4)(a) of this Development Agreement; 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 10 years from the date hereof the public right-of-way line, as shown on Exhibit A, of any of Broadway, Binney Street, the proposed public pedestrian right-of-way to East Cambridge, and the proposed Western Connector, is established by the City of Cambridge at a location closer to the boundary of the Parcel 2 Development Area than the public right-of-way line shown on Exhibit A, the boundary of the Parcel 2 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 Parcel 2 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 Individual 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 4 months from the date of this Agreement, to make the Preliminary Design Phase submission required pursuant to this Agreement, as more fully set forth in Exhibit C, for the First Individual Parcel, (ii) within 4 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 (iii) 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 Parcel 2 Development, of at least a single building containing not less than 75,000 square feet of gross floor area or a building to be constructed in the northeastern corner of the Parcel 2 Development Area containing not less than 62,000 square feet of gross floor area (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 Parcel 2 Development, of improvements (in addition to the minimum 62,000 square feet of gross floor area on the First Individual Parcel, or 75,000 square feet of gross floor area for a building on a First Individual Parcel at a location other than the northeastern corner of the Parcel 2 Development Area) at the rate of at least 75,000 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 Parcel 2 Development, of improvements containing at least a total of 250,000 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 9 years after the first anniversary of the date of the First Parcel Approval, if the Developer shall within such 9 years not have commenced construction, as part of the Parcel 2 Development, of

improvements containing at least a total of 420,000 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 120 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. (a) The purchase price for each Individual Parcel, to be stated in the supplemental land disposition contract relating thereto (but subject to adjustment as hereinafter provided), shall be the 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:

<u>Price per Square Foot of Gross Floor Area Built</u>	<u>Period after the Date of the First Parcel Approval</u>
\$1.40	Within 1 year
\$1.54	Within 2 years
\$1.69	Within 3 years

<u>Price per Square Foot of Gross Floor Area Built</u>	<u>Period after the Date of the First Parcel Approval</u>
\$1.86	Within 4 years
\$2.05	Within 5 years
\$2.26	Within 6 years
\$2.49	Within 7 years
\$2.74	Within 8 years
\$3.01	Within 9 years
\$3.31	Within 10 years

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.

(b) In the event that, at the time of the execution of the supplemental land disposition contract for any particular Individual Parcel the number of parking spaces to be constructed in structured parking on such Individual Parcel (as shown on the complete Preliminary Design Phase submission for such Individual Parcel approved by the Authority) and on all other Individual Parcels for which supplemental land disposition contracts have then been executed (as shown on the approved submissions therefor), is in excess of the number, divided by 500, of the aggregate square feet of gross floor area of improvements (other than structured parking) to be constructed on such particular Individual Parcel and on all such other Individual Parcels in accordance with such approved submissions, respectively, the Developer shall, at the time of execution of the supplemental land disposition contract for such particular Individual Parcel, pay to the

Authority an amount (the "Excess Parking Payment") in relation to such excess parking spaces (the "Excess Parking Spaces"). Said payment shall be separate from and in addition to any other payment required by this Agreement, and shall be in an amount determined as follows:

(i) The area of that portion of the particular Individual Parcel serving as the footprint of the parking structure thereon shall be divided by the total number of parking spaces in the parking structure, as shown on the complete Design Phase submission approved by the Authority, to determine the number of square feet of footprint land area per parking space (the "Land Area Per Parking Space");

(ii) The Land Area Per Parking Space shall be multiplied by twice the then applicable Base Purchase Price under Paragraph B(2)(a) of this Agreement, to determine the "Land Price Per Excess Parking Space"; and

(iii) The Land Price Per Excess Parking Space shall be multiplied by the number of Excess Parking Spaces, to determine the total amount of the applicable Excess Parking Payment.

At the time of execution of any subsequent supplemental land disposition contract pursuant to this Agreement, the Authority shall credit or refund to the Developer, out of the Excess Parking Payments previously paid to the Authority, or out of any remaining balance thereof, an amount equal to the Land Price Per Excess Parking Space (as previously determined) multiplied by the number, divided by 500, of square feet of gross floor area of improvements (other than structured parking) to be constructed pursuant to such contract as shown on the plans then approved by the Authority, less the number of parking spaces to be constructed in structured parking pursuant to such contract. Upon the execution of a supplemental land disposition contract or contracts

pursuant to this Agreement for all of the land within the Parcel 2 Development Area or upon the prior termination of this Agreement, any remaining balance of Excess Parking Payments (after taking into account any credits or refunds then due to the Developer as provided for herein) shall be retained by the Authority as additional consideration for the Individual Parcel or Parcels in relation to which such Payment or Payments were made. If more than one Land Price Per Excess Parking Space shall have been previously determined, then for the purposes of any credit or refund, the then earliest price previously determined for any Excess Parking Spaces shall be used in sequence until each Excess Parking Payment for which such price shall have been computed shall have been fully credited or refunded. In the event that an Individual Parcel is to be used solely for structured parking and related roadways and service uses which are excluded from the definition of gross floor area and there are no Excess Parking Spaces to be constructed thereon, the purchase price for such Individual Parcel shall be \$1 and no Excess Parking Payment shall be required to be made on account thereof.

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 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 "Parcel 2 Development Deposit") as follows:

- (i) \$100,000 until the Developer shall have commenced construction pursuant to supplemental land disposition contracts of improvements, as part of the Parcel 2 Development, of not less than 150,000 square feet of gross floor area; and reduced to
- (ii) \$75,000 when and after the Developer shall have commenced construction pursuant to supplemental land disposition contracts of improvements, as part of the Parcel 2 Development, of not less than 150,000 square feet of gross floor area; and reduced to
- (iii) \$50,000 when and after the Developer shall have commenced construction pursuant to supplemental land disposition contracts of improvements, as part of the Parcel 2 Development, of not less than 300,000 square feet of gross floor area; and reduced to
- (iv) \$25,000 when and after the Developer shall have commenced construction pursuant to supplemental land disposition contracts of improvements, as part of the Parcel 2 Development, of not less than 420,000 square feet of gross floor area; and reduced to
- (v) 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 Parcel 2 Development, of not less than 420,000 square feet of gross floor area, or of all

improvements (and required structured parking) commenced as part of the Parcel 2 Development prior to the termination of this Agreement as provided herein by the Developer, or by the Authority in any circumstances 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 Parcel 2 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 Parcel 2 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 acceptable 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 Parcel 2 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 Parcel 2 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 Parcel 2 Development to be constructed by the Developer, all in a manner consistent with the Parcel 2 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 rights-of-way surrounding the Development Area and associated curbs, sidewalks, and street and area lighting to the lot line of the Parcel 2 Development Area; (ii) traffic improvements appropriate for the Parcel 2 Development Area, including implementation of a new traffic pattern, and turns, signals and signs; (iii) underground utility services to the lot line of the Parcel 2 Development Area; and (iv) landscaping and other amenities.

If the Authority fails to perform under this Paragraph B(4)(a), 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 Parcel 2 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 \$1,000,000, presently budgeted for public improvements related to and in support of the Parcel 2 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 Parcel 2 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 Parcel 2 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 Parcel 2 Concept Design Plan and integrated on a timely basis with the Parcel 2 Development.

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 pedestrian way and 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.

Upon the expiration or earlier termination by the Authority of this Agreement pursuant to its rights hereunder, 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.

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 and deed 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 Parcel 2 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 presently applicable to the Parcel 2 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 Parcel 2 Concept Design Plan, which provides for an average parking ratio of 2 spaces per 1,000 square feet of total building gross floor area, but in any event not more than 1,000 spaces for the Parcel 2 Development, provided that the Developer shall prior to or con-

currently with the execution of this Agreement amend the Development Agreement, dated June 11, 1979 (the "Parcel 3 & 4 Agreement") to provide that to the extent that the amount of structured parking on Parcel 2 under any supplemental land disposition contracts entered into pursuant to this Agreement exceeds a cumulative total of 800 spaces, then the maximum number of spaces permitted under the Parcel 3 & 4 Agreement shall be reduced from 3,500 spaces currently provided for in the Parcel 3 & 4 Agreement on a one-for-one basis for every parking space in excess of 800 permitted under this Agreement. 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 spaces.

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 determina-

tion as to a lesser number of parking spaces which may be constructed or used in the Parcel 2 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 Parcel 2 Development Area owned by the Authority, containing in the aggregate not more than approximately 125,000 square feet of land area at any one time unless otherwise agreed by the parties. 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 of 68.4 cents per square foot of land area leased for any period during 1982 and

increased by 10% cumulatively for any period during each successive calendar year. 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, provided, however that, subject to the approval of the Authority and the concurrence of HUD, if required, upon submission to the Authority of proof of such expenses satisfactory to the Authority, the Developer shall receive a credit against said rental for expenses incurred for site preparation activities and improvements constructed for such temporary on-grade parking of up to 50% of such expenses or \$100 per parking space, whichever is lower, with a maximum of 300 temporary on-grade parking spaces to be constructed on Parcel 2 unless otherwise agreed to in writing by the Authority. 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 Parcel 2 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 Parcel 2 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 Parcel 2 Development Area, subject to an easement granted by Lesmarc Co. to Cambridge Steam Corporation, dated June 21, 1949, and recorded with Middlesex South District Registry of Deeds in Book 7448, Page 242. Developer will defend with counsel of its choice, indemnify and hold the Authority harmless from and against any and all costs, damages, expenses or claims (including, without limitation, relocation payments pursuant to federal or state law and reasonable attorneys' fees and costs) imposed upon, incurred by or asserted against the Authority by the Cambridge Steam Corporation or its successors by reason of any displacement, removal, relocation, or termination, whatsoever, of all or any portion of the underground steam line shown on Exhibit A hereto and located in the Parcel 2 Development Area; provided, however, that the Developer shall not be obligated or liable to the Authority hereunder for any such costs, damages, expenses or claims imposed upon, incurred by or asserted against the Authority as the result of (i) physical damage to the steam line caused by the negligence or willful misconduct of the Authority, its agents, employees or contractors, or (ii) any other action by the Authority after the date hereof which was not taken at the request of or with the permission of the Developer; and provided further that the Authority shall promptly notify the Developer of any claims so asserted and shall cooperate with the Developer in the defense of any such claims. This indemnification and hold harmless agreement made by the Developer with the

Authority shall be coterminous with the expiration, or earlier termination by the Authority, of the Developer's rights under this Development Agreement, except as to matters which are the subject of the Developer's indemnity and which occurred prior to the date of expiration or earlier termination of this Development Agreement. Each supplemental land disposition contract shall contain a similar indemnification of the Authority by the Redeveloper thereunder. The Parcel 2 Development Area is free and clear of all buildings and structures, except walls and foundations below the surface and said underground steam line located in said easement area and beyond. The Authority assumes no further responsibility for the present or future condition of the property or its suitability for any specific purpose other than to remove all surface debris placed thereon except materials placed by or for the Developer. The Developer is familiar with the location and condition of the property and acknowledges that the Authority has made no other representations with respect thereto.

9. (a) The Authority shall at the time of the execution of a supplemental land disposition contract for the construction of a building in the Parcel 2 Development Area certify said contract to the Superintendent of Buildings of the City of Cambridge as an outstanding contract (including option) for the construction of a building in the Parcel 2 Development Area having cumulative GFA (as defined in the Renewal Plan) for the uses as specified for said building in said contract.

(b) Except as contemplated by Paragraph B(9)(d) of this Agreement, no amendment or modification of the Renewal Plan

adopted after the date of this Agreement shall be applicable to any part of the Parcel 2 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.

(c) Any material adverse change in the present Cambridge zoning ordinance applicable to any future development of the Parcel 2 Development Area (not including any change contemplated by Paragraph B(9)(d) of this Agreement) 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) The Developer hereby consents to the amendment of the Renewal Plan and Article 14.000 of the present Cambridge zoning ordinance so as to permit the limit on the cumulative gross floor area for the Office Uses group and other use groups contained in Article 14.322(5) of the MXD Zoning Ordinance attached as Exhibit AA hereto to be increased by 500,000 square feet, such increase to be constructed and used in buildings to be constructed and located in the portion of the Project Area under this Agreement

and in the portions of the MXD District which are situated north of Broadway, it being understood that such increase shall not increase the maximum aggregate gross floor area stated in the Renewal Plan and Article 14.000 of the Cambridge zoning ordinance. The Authority shall use its best efforts to effectuate such amendment of the Renewal Plan and zoning ordinance. The Developer hereby agrees that such amendments shall have no effect on the Development Agreement, dated June 11, 1979, or any supplemental land disposition contract entered into or to be entered into pursuant thereto.

10. The Developer shall have reasonable access, at its own risk, to any and all parts of the Parcel 2 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 Parcel 2 Development on the Parcel 2 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 Parcel 2 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 Parcel 2 Development, is for practical purposes a transfer or disposition of the Developer's interest in the Parcel 2 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 Parcel 2 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 Parcel 2 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 Parcel 2 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 Parcel 2 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 Moshe Safdie & 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 Parcel 2 Development to prepare and complete architectural submissions as contemplated under this Agreement and to provide supervisory services during the construction of the Parcel 2 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 in 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, 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 \$2,500,000.

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 Parcel 2 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 and 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 except the development of the First Individual Parcel 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 7,500 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
8 Arlington Street
Boston, Massachusetts 02116

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.

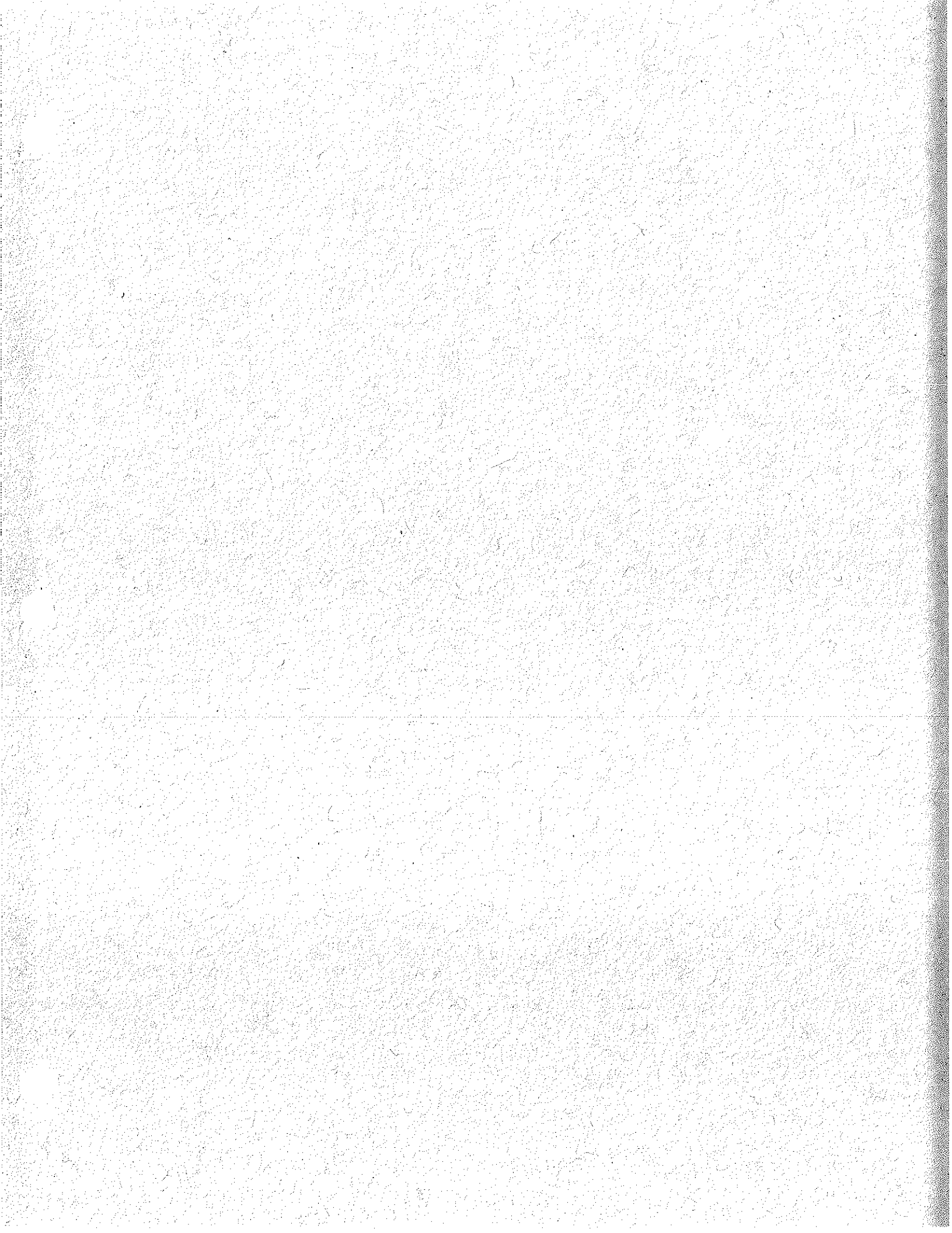
CAMBRIDGE REDEVELOPMENT AUTHORITY

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



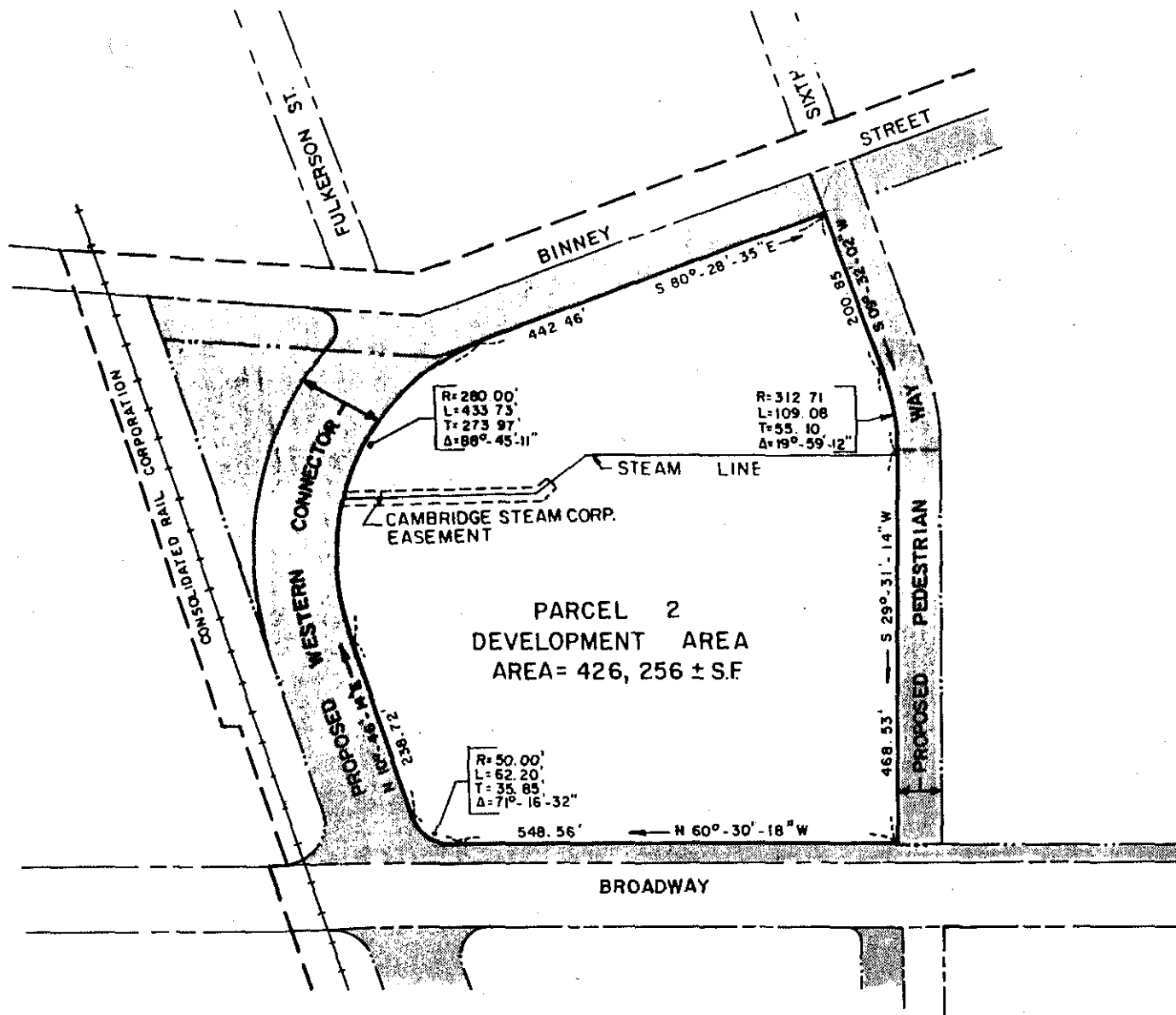


Exhibit A

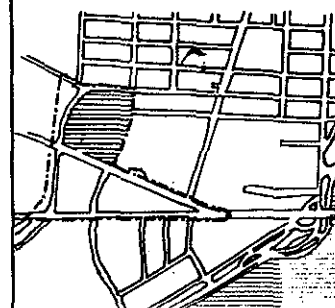
Development Area Map

Engineers Fay, Spofford & Thorndike, Inc.

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

Notes

Key Map



Graphic Scale



Sheet Title

Development Area Map



drawn	checked
S.J.H.	R.E.H.
date	scale
3/18/82	1"=200'

Sheet Number



Cambridge Center

Cambridge
Redevelopment
Authority

10/31/77

ARTICLE 14.000 MIXED USE DEVELOPMENT DISTRICT:
CAMBRIDGE CENTER

- 14.10 SCOPE AND INTENT
- 14.20 USE REGULATIONS
- 14.30 INTENSITY OF DEVELOPMENT REQUIREMENTS
- 14.40 OPEN SPACE REQUIREMENTS
- 14.50 VEHICULAR ACCESS, PARKING AND LOADING
- 14.60 SIGNS
- 14.70 INAPPLICABILITY OF CERTAIN OTHER REGULATIONS

14.10 SCOPE AND INTENT

14.11 *Scope.* This Article regulates development within the Cambridge Center Mixed Use Development (MXD) District, located within the Kendall Square Urban Renewal Project Area, as shown on the Zoning Map, as amended.

14.12 *Intent.* The purpose of the District is to allow a diversity of land uses in close proximity, within a limited area; to promote a balance of land uses; to facilitate development proposals responsive to current and future market conditions; to facilitate integrated physical design; and to encourage interaction among activities located within the District.

14.13 *Approach.* This Article is designed to fulfill the above purposes of the Cambridge Center MXD District by establishing controls which will facilitate development while protecting the public interest; by setting regulations which limit the aggregate amount of development within the District and set other district-wide requirements while permitting flexible development scale and configuration on individual lots within the District; by allowing a broad set of land uses within the District; and by encouraging development of appropriate density for each class of land use.

14.20 USE REGULATIONS

14.21 *Permitted Uses.* The following uses, except as explicitly prohibited are permitted in the Cambridge Center MXD District. All uses not listed within one of the use groups in this section shall be prohibited. All uses within the District shall comply with the environmental protection standards of Section 14.23.

14.211 Light Industry

- (1) Manufacturing: fabrication, assembly, finishing work (including packaging and bottling, but only as an accessory use) without limit as to category or product.
- (2) Wholesale business, only if affiliated with and accessory to another use or located on the same lot as other non-wholesale uses. Development on any lot in the district shall not be devoted exclusively to wholesale uses.
- (3) Printing, binding, or related establishment.

- (4) Storage warehouse, cold storage building, as an accessory use only and not exceeding 20,000 square feet, but not including storage or bailing of junk, scrape metal, rags, paper or other waste materials and not including outside storage of products or materials.

14.212 Office Uses

- (1) Business or professional offices.
- (2) Bank, trust company or other financial institution.
- (3) Research and development office.
- (4) Research, experimental and testing laboratory.
- (5) Radio or television studio.

14.213 Retail and Consumer Service Establishments

- (1) Store for retail sale of merchandise, but not a sales place for automobiles or trucks.
- (2) Eating and/or drinking establishment, whether or not liquor is sold or consumed, including restaurant, bar, lunchroom, cafeteria and food commissary.
- (3) Fast order food establishment only if it is not located in a separate structure, it does not exceed 3,000 square feet gross floor area, and there will be no more than 3 such establishments within the District, and it is granted a Special Permit, as provided in Sections 10.40 and 11.30.
- (4) Consumer service establishment, including but not limited to hairdresser, barber shop, laundry or dry-cleaning pick-up establishment, self-service laundry, shoe repair or tailoring shop, or photography studio.
- (5) Rental agency for autos or other products, but not including taxi companies. Such agencies shall be operated entirely within a building and no major automobile repairs shall be made on the premises.
- (6) Automobile service station, provided that it is located within or attached to a parking garage or other structure as an accessory use, that no major repairs are made on the premises, and that all lubrication and repairs are carried out within the building.

14.214 Residential Uses

- (1) Multi-family dwelling.
- (2) Hotel or motel.

14.215 Entertainment and Recreational Uses

- (1) Indoor commercial entertainment establishments including but not limited to cinema, theater, concert hall, cabaret and night club.
- (2) Recreation facilities including bowling alley, indoor or outdoor tennis courts, public recreation building, health club, or skating rink. Such recreation facilities shall be allowed only if they are located in or attached to structures containing other principal uses.
- (3) Hall, auditoriums and similar spaces used for public gatherings.
- (4) Park or playground.

14.216 Institutional Uses

- (1) Religious purposes.
- (2) Educational purposes exempt by statute.
- (3) Library or museum as an accessory use only.
- (4) Governmental offices and facilities, including post office, fire station and police station.
- (5) Clinic licensed under Sec. 51, Ch. 111, General Laws but not a hospital licensed under said Chapter.

14.217 Transportation, Communication and Utility Uses

- (1) Bus, subway or railroad passenger station.
- (2) Automobile parking lot or parking garage.
- (3) Distribution center, parcel delivery center or delivery warehouse as accessory uses only.
- (4) Telephone exchange, as an accessory use.
- (5) Radio or television transmission station.
- (6) Transformer station, substation, gas regulator station, or pumping station and related utility uses designed primarily to serve development within the District.

14.22 *Multiple Uses in the Same Structure.* Within the District there shall be no restriction on combining different categories of use within the same building other than those imposed by the State Building Code or other federal, state or local regulations other than the Zoning Ordinance.

- 14.23 *Environmental Protection Standards.* No activity shall be permitted in the District unless it shall be in conformity with the following standards for environmental protection.
- 14.231 All dust, fumes, odors, smoke or vapor shall be effectively confined to the premises or so disposed of as to avoid air pollution.
- 14.232 Any noise, vibration or flashing shall not be normally perceptible without instruments at a distance of one hundred feet from the premises.
- 14.233 All development proposals shall comply with Federal and State air pollution and water pollution control regulations, the City of Cambridge Ordinances, and other applicable environmental laws.
- 14.234 Except during construction activity on the lot, all refuse and other waste materials shall be stored within buildings prior to collection and disposal.

14.30 INTENSITY OF DEVELOPMENT REQUIREMENTS

- 14.31 *Applicability.* The amount and density of development within the Cambridge Center MXD District shall be governed by the provisions of this Section 14.30.
- 14.32 *District Development Limitations.* There shall be limitations on the overall amount of development within the District as specified below.
- 14.321 The aggregate gross floor area (GFA) of development in the District shall not exceed 2,773,000 square feet. Aggregate GFA of development in the District is at any time the sum of the GFA (as defined in Article 2.000 of this Ordinance) of all buildings (i) which are then located in the District, (ii) which are being constructed or may be constructed in the District pursuant to then effective building permits, and (iii) which, pursuant to then outstanding contracts (including options) with Cambridge Redevelopment Authority and so stated in certificates from the Authority to the Superintendent of Buildings, may be constructed in the District in the future.
- 14.322 In addition to the aggregate GFA limitation established in Sec. 14.321, the cumulative GFA for each of the use groups shall not exceed the respective amounts stated below, except as provided in subsection 14.322(5). Cumulative GFA for a use group is at any time the sum of the GFA (as defined in Article 2.000 of this Ordinance) of all portions, occupied or to be occupied by uses within such use group, of all buildings (i) which are then located in the District, (ii) which are being constructed or may be constructed in the District pursuant to then effective building permits, and (iii) which, pursuant to then outstanding contracts (including options) with Cambridge Redevelopment Authority and so stated in certificates from the Authority to the Superintendent of Buildings, may be constructed in the District in the future.

- (1) Industrial uses permitted by Sec. 14.211 of this Article: Cumulative GFA = 770,000 s.f.
- (2) Office uses permitted by Sec. 14.212 of this Article: Cumulative GFA = 830,000 s.f.
- (3) Retail and consumer service uses permitted by Sec. 14.213 of this Article: Cumulative GFA = 150,000 s.f.
- (4) Residential uses permitted by Sec. 14.214 of this Article:
 - (a) Multi-family housing: Cumulative GFA = 300,000 s.f.
 - (b) Hotel/Motel: Cumulative GFA = 250,000 s.f.
- (5) Entertainment, recreational, institutional, transportation, communication and utility uses permitted by Sections 14.215, 14.216 and 14.217 and additional development of industrial, office, retail, consumer service and hotel/motel uses exceeding the cumulative GFA limitations of paragraphs (1), (2), (3), and (4b) above: Cumulative GFA = 973,000 s.f.

14.323 Any construction or change of use within the District which would cause aggregate or cumulative GFA limitations of subsections 14.321 and 14.322 to be exceeded shall not be allowed.

- (1) Compliance with this Section 14.323 shall be determined by the Superintendent of Buildings at all times including at the time of issuance of a building permit and at the time of issuance of a certificate of occupancy under Section 9.20 of the Ordinance.
- (2) The Superintendent of Buildings shall maintain a record of the aggregate GFA within the District and a record of cumulative GFA for each use group specified in Section 14.322. These records shall be adjusted as appropriate, from time to time, including upon issuance, revocation or expiration of a building permit or certificate of occupancy and upon receipt of a certificate from Cambridge Redevelopment Authority as to an outstanding contract (including option) for the construction of a building.
- (3) In determining cumulative GFA for a building containing uses in more than one use group, spaces to be utilized by users in more than one of the use groups, such as lobbies, interior courts, elevator shafts and basement storage areas shall be apportioned to each use group in proportion to the share of space that use groups will occupy within the building.
- (4) Each applicant for a building permit or a certificate of occupancy shall submit to the Superintendent of Buildings information, including the following, as appropriate to the application, in order to determine compliance with this Section 14.32 and to demonstrate that the proposed construction and/or occupancy will not violate or be inconsistent with any outstanding contract or deed:

- (a) measurement of total gross floor area of the building or building addition;
- (b) in a building containing uses in more than one use group, the measurement of gross floor area(s) by use group, for spaces to be devoted exclusively to uses in such group and the measurement of gross floor area of spaces to be shared by users in more than one use group;
- (c) measurement of gross floor areas of renovations or use changes within existing buildings;
- (d) measurement of future development commitments or limitations on the lot specified in deed restrictions, covenants or comparable legal instruments.

14.33 *Lot Density Limitation.* In addition to the aggregate and cumulative GFA limitation established in Section 14.32, there shall also be a density limitation for each lot within the District. The following floor area ratios (as defined in Article 2.000) for each lot shall not be exceeded, except as provided in Section 14.336. The area of the lot to be counted in determining FAR shall include land dedicated by the owner or former owner of the lot as public open space under Section 14.42.

14.331 Industrial and Wholesale uses: FAR 4.0

14.332 Office uses: FAR 8.0

14.333 Retail and Consumer Services uses: FAR 5.0

14.334 Residential Uses:

(1) Multi-family housing: FAR 4.0

(2) Hotel/Motel: FAR 6.0

14.335 Other uses: FAR 4.0

14.336 If development on a lot is to include activities in more than one of the use groups above, the maximum FAR for the lot shall be the FAR for the use group containing the largest proportion of space on the lot.

14.34 *Building Height Limitation.* The maximum building height in the District shall be 250 feet. This requirement shall not apply to chimneys, water towers, air conditioning equipment, elevator bulkheads, skylights, ventilators and other necessary features appurtenant to buildings which are usually carried above roofs and are not used for human occupancy, nor to domes, towers or spires above buildings if such features are not used for human occupancy and occupy less than ten percent of the lot area, nor to wireless or broadcasting towers and other like unenclosed structures which occupy less than ten percent of the lot area.

14.40 OPEN SPACE REQUIREMENTS

- 14.41 *Definition of Open Space.* For purposes of this Section 14.40, open space shall mean a portion of a lot or other area of land associated with and adjacent to a building or group of buildings in relation to which it serves to provide light and air, or scenic, recreational, or similar purposes. Such space shall, in general, be available for entry and use by the occupants of the building(s) with which it is associated, and at times to the general public, but may include a limited proportion of space so located and treated as to enhance the amenity of development by providing landscaping features, screening or buffering for the occupants or neighbors or a general appearance of openness. Open space shall include parks, plazas, lawns, landscaped areas, decorative plantings, pedestrian ways listed in Section 14.45, active and passive recreational areas, including playgrounds and swimming pools. Streets, parking lots, driveways, service roads, loading areas, and areas normally inaccessible to pedestrian circulation beneath pedestrian bridges, decks, or shopping bridges shall not be counted in determining required open space.
- 14.42 *District Public Open Space Requirement.* A minimum of 100,000 square feet within the District shall be reserved or designated as public open space. No development shall be allowed which would reduce public open space in the District below 100,000 square feet. Public open space shall be open space reserved for public use and enjoyment as guaranteed through one or more of the following:
- 14.421 Retention by the Cambridge Redevelopment Authority;
 - 14.422 Dedication to and acceptance by the City of Cambridge or other public entity;
 - 14.423 Easements or deed restrictions over such land sufficient to ensure its perpetual reservation for public open space purposes;
 - 14.424 Dedication, by covenant or comparable legal instrument, to the community use of the residents, lessees and visitors to the District for reasonable amounts of time on a regular basis;
 - 14.425 Lease agreements of 99 years or longer from the private developer or owner to the City or other public entity.
- 14.43 *Lot Minimum Open Space Requirement.* The minimum amount of open space to be provided on each lot within the District shall be as shown on Table 1, subject to the reduction provided in Section 14.44. When development on a lot includes uses in more than one of the use categories in Table 1, the requirement for each use category shall be calculated and totaled to determine a total requirement for the lot. Some or all of this required open space may be designated and also serve as public open space, if reserved by one of the methods specified in Section 14.42.

Table 1: MXD Minimum Open Space Requirements

Use Group	Required Open Space (number of sq. ft. of open space required for each 100 sq. ft. of gross floor area in the use group)
Light Industrial and Wholesale Uses Allowed by Section 14.211	5
Office Uses Allowed by Section 14.212	8
Retail and Consumer Service Establishment Uses Allowed by Section 14.213	10
Residential Uses allowed by Section 14.214	
Multi-family housing	15
Hotel or Motel	10
Other uses allowed by Section 14.215, 14.216, & 14.217	8

14.44 *Reduction of Required Lot Open Space.*

14.441 Eligibility for Reduction. The minimum amount of open space required for a lot by Section 14.43 may be reduced if at least 20% of the total perimeter boundary of the lot abuts public open space reserved under Section 14.42, and if at least one major pedestrian entrance to the principal building will abut and provide direct access to said open space.

14.442 Amount of reduction. The allowed percentage reduction of required open space shall be determined by dividing the length of the lot's common boundary on the public open space by the length of the total boundary of the public open space.

14.45 *Pedestrian Ways.*

14.451 Pedestrian ways listed and defined below may be counted toward the open space requirement determined in Sections 14.43 and 14.44 in the proportions specified in Table 2. In calculating the open space reduction in said table, all of the area of the pedestrian way located within the lot boundary and one-half ($\frac{1}{2}$) the area of such ways over streets of service drives adjoining but outside the lot shall be counted.

Table 2: Open Space Substitutions for Constructing Pedestrian Ways

Pedestrian Way	For each lineal foot of pedestrian way provided, the following amounts of open space may be deducted from the lot's open space requirement
Open Pedestrian Bridge	30 sq. ft.
Raised Pedestrian Deck	50 sq. ft.
Enclosed Pedestrian Bridge	40 sq. ft.
Elevated Shopping Bridge	120 sq. ft.
Shopping Arcade	20 sq. ft.
Elevated Shopping Way	50 sq. ft.
Through-Block Arcade	40 sq. ft.

14.452 The pedestrian ways listed in Table 2 shall be designed to provide for public access and shall have the following meanings:

- (1) An open pedestrian bridge is a continuous open bridge having a minimum width of 6 feet and spanning a street, pedestrian way, access or service road or open space within a lot or between two adjacent lots.
- (2) A raised pedestrian deck is a continuous, open platform at least 20 feet in width which is at least 8 feet above the mean elevation of the lot and which extends over a street, pedestrian way, access or service road or open space within a lot or between two adjacent lots. It shall have direct pedestrian access from abutting buildings, shall provide seating facilities and shall be landscaped including one tree, of at least 3½ inch caliper, per 500 square feet of pedestrian deck.
- (3) An enclosed pedestrian bridge is a continuous, enclosed space having a minimum width of 8 feet which spans a street, pedestrian way, access or service road or open space, making connections within a lot or between two adjacent lots. At least 50% of the surface area along its facades shall consist of transparent materials.
- (4) An elevated shopping bridge is a continuous, enclosed space which spans a street, pedestrian way, access or service road or open space, making connection within a lot or between two adjacent lots. Such a shopping bridge shall have a minimum width of 36 feet and a maximum width of 48 feet, with retail uses as allowed in Section 14.213 along one or both sides of a pedestrian circulation route with a minimum width of 12 feet. Such shopping bridge shall connect, at a minimum, at both ends to other internal or external pedestrian ways.

- (5) A shopping arcade is a continuous, covered, but not necessarily enclosed, space which extends along the front facade of a building facing a street or a pedestrian way within the District, and having retail uses as permitted in Section 14.213 accessible from it. It shall have a minimum continuous width, unobstructed, except for building columns, of at least 12 feet, and also have a minimum continuous height of 12 feet. Such shopping arcades shall have access from the abutting street or pedestrian way, having its floor at the same level and continuous with the sidewalk or other abutting pedestrian way. It shall be open to the public at all hours.
- (6) An elevated shopping way is a continuous, enclosed space which extends along the front facade of a building facing a street or a pedestrian way and which has a minimum width of 12 feet. It shall be located on the second level of the building and have a minimum continuous height of 12 feet. It shall be open to the public for a minimum of 12 hours daily, on weekdays, and shall have fronting retail uses as permitted in Section 14.213.
- (7) A through-block arcade is a covered space which provides a connection through a building and connects streets, open spaces, pedestrian ways, or any combination of the above, and is directly accessible to the public. A through-block arcade shall have a minimum area of at least 2,000 square feet and a minimum width at any point of 20 feet. A through-block arcade shall have openings at the face of the building for entrance at least 12 feet in width and 10 feet high. At least 50% of its aggregate interior frontage shall be retail use as permitted in Section 14.213. Vertical circulation elements, columns, pedestrian bridges and balconies are permitted obstructions provided they do not cover in the aggregate more than 15% of the floor area of the arcade.

14.453 The minimum height of any pedestrian way above the surface of a public way over which it is constructed shall be 14'-0".

14.50 VEHICULAR ACCESS, PARKING AND LOADING

14.51 *Access.* Buildings erected in the Cambridge Center MXD District need not be located on lots which have frontage on a street. However, provisions for access to all buildings by emergency and service vehicles in lieu of public street access shall be made possible by the layout and design of driveways, interior service roads, or pedestrian and bicycle circulation corridors not normally open to vehicular traffic to the reasonable satisfaction of the City of Cambridge Fire Department, and Cambridge Traffic Department.

14.52 *Parking Requirements.* Off-street parking requirements for the Cambridge Center MXD District shall be as follows:

14.521 No on-grade, open parking areas shall be allowed in the District except as provided for in Section 14.524.

- 14.522 Each development shall provide enough parking spaces either on or off the lot within the District to satisfy the requirements of Table 3. If a development includes more than one category of use, then the number of spaces required for the development shall be the sum of the requirements for each category of use. Where the computation of required spaces results in a fractional number, only a fraction of one-half or more shall be counted as one.

Table 3: MXD District Parking Requirements

Use	Minimum number of spaces
Light industrial uses allowed by Section 14.211	1/1750 sq. ft. ¹
Office uses allowed by Section 14.212	1/2000 sq. ft.
Retail and consumer establishments allowed by Section 14.213	1/1000 sq. ft.
Residential uses allowed by Section 14.214	
Multi-family residences	1 dwelling unit
Hotels and Motels	1/1.75 sleeping rooms
Public assembly use allowed by Sections 14.213(2), 14.213(3) and Section 14.215 (restaurants, entertainment and recreation facilities)	1/15 seats or 1/300 sq. ft. ²
Other uses allowed by Section 14.216 and 14.217	1/1800 sq. ft.

1. All space measurements are in terms of square feet of gross floor area.

2. For assembly spaces having no fixed seating.

- 14.523 The parking requirement specified in Table 3 may be satisfied in total or in part by a lease agreement between the developer and the City, other public entity, or private consortium for use of parking spaces in a public or pooled private parking facility located within the District. The total number of parking spaces leased and constructed within the district for development on a lot shall be at least equivalent to the Table 3 requirement.
- 14.524 On-grade parking, not enclosed in a structure, may be constructed in the MXD District only under the following conditions:
- (1) On an interim basis in anticipation of later construction of structured parking provided that there is compliance with each of the following:

- (a) the future parking structure will be constructed within the District but it may be located either on or off of the lot;
 - (b) construction of the future parking structure will commence within three years of the date of permit application for development on the lot;
 - (c) such future parking structure may be constructed and/or operated by the applicant or by any public or private entity;
 - (d) the future parking structure will contain sufficient spaces reserved for users of the lot to meet the parking requirements for the lot specified in Table 3; and
 - (e) binding commitments shall exist to guarantee, to the reasonable satisfaction of the Superintendent of Buildings, that requirements (a) through (d) above shall be satisfied. Such commitments shall be made by negotiated lease agreement, deed restriction, covenant, performance bond, or comparable legal instrument.
- (2) On a permanent basis on the lot for visitors parking or for such other limited uses as the user of the lot deems appropriate, provided that no more than 10% of the spaces required by Table 3 or 25 spaces, whichever is lesser, shall be allowed on-grade under this Section 14.524(2).

14.525 Regulations governing the layout and design of parking facilities in Section 6.50 of this Ordinance shall not be applicable in the MXD District. This Article 14.000 sets no such regulations for the MXD District.

14.53 *Loading Requirements.* It is the intent of this Section that sufficient off-street loading facilities be constructed within the District to meet the needs of users located there. The requirements of Sections 6.60, 6.70, 6.80 and 6.90 shall not apply in the MXD District.

14.531 All buildings in the MXD District shall provide the number of bays required in Table 4 unless they qualify for one or one or more of the exemptions below:

- (1) In buildings with uses in more than one use group under Section 14.21, the loading bay requirements for that use consuming the most gross floor area shall be first computed and required. Only 50% of the floor area of the other uses shall be counted in determining the additional loading requirements.
- (2) Where there are contractual arrangements for sharing loading and service facilities with other users in the District for a period of ten years or more, a 50% reduction in the loading bay requirements computed in subsection 14.531 or 14.531(1) shall be allowed. Such contractual agreement shall be guaranteed to the satisfaction of the Superintendent of Buildings by covenant, deed restriction, or comparable legal instrument.

Table 4: MXD Off-Street Loading Requirements
(Number of bays required by gross floor area of use)

GROSS FLOOR AREA BY USE

(1) Use	Up to 25,000 sq. ft.	25,001— 40,000 sq. ft.	40,001— 100,000 sq. ft.	100,001— 200,000 sq. ft.	Over 200,000 sq. ft. for each additional 150,000 sq. ft.
Light Industrial Uses allowed by Section 14.211	1	2	2	3	1
Office Uses allowed by Section 14.212	0	1	1	2	1
Retail and consumer service establishments allowed by Section 14.213	1	1	2	4	1
Residential uses allowed by Section 14.214					
Multi-family residences	0	1	1	2	1
Hotels and motels	1	1	1	2	1
Public assembly uses allowed by Sections 14.213(2), 14.213(3) and 14.215 (restaurants, entertainment and recreational facilities)	0	1	1	2	1
Other uses allowed by Section 14.216 and 14.217	0	0	1	2	1

14.532 Regulations governing the location, layout and design of loading facilities, specified in Section 6.90 of this Ordinance shall not be applicable in the MXD District. This Article 14.000 establishes no such regulations for the MXD District.

14.60 SIGNS

During the life of the Kendall Square Urban Renewal Plan as amended, the sign regulations of Section 7.10 shall not be applicable in the MXD District.

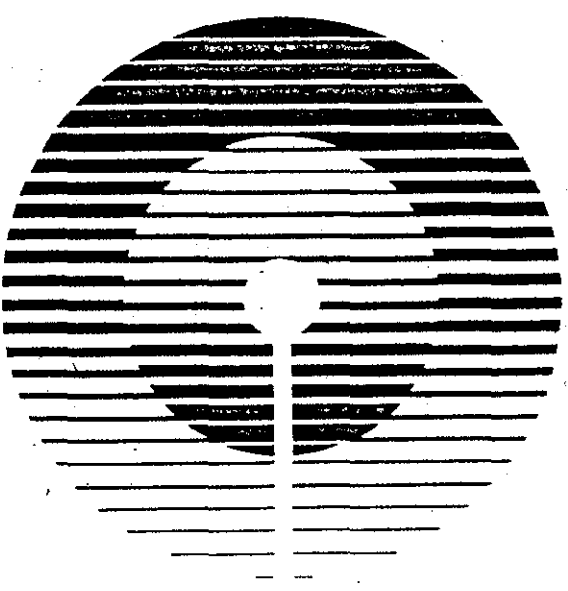
14.70 INAPPLICABILITY OF CERTAIN OTHER REGULATIONS

Where this Article 14.000 specifies some standard or makes some other requirement contrary to a requirement elsewhere in this Ordinance, the provisions of this Article 14.000 shall control.

PARCEL NO. 2

CONCEPT DESIGN PLAN

Cambridge Center



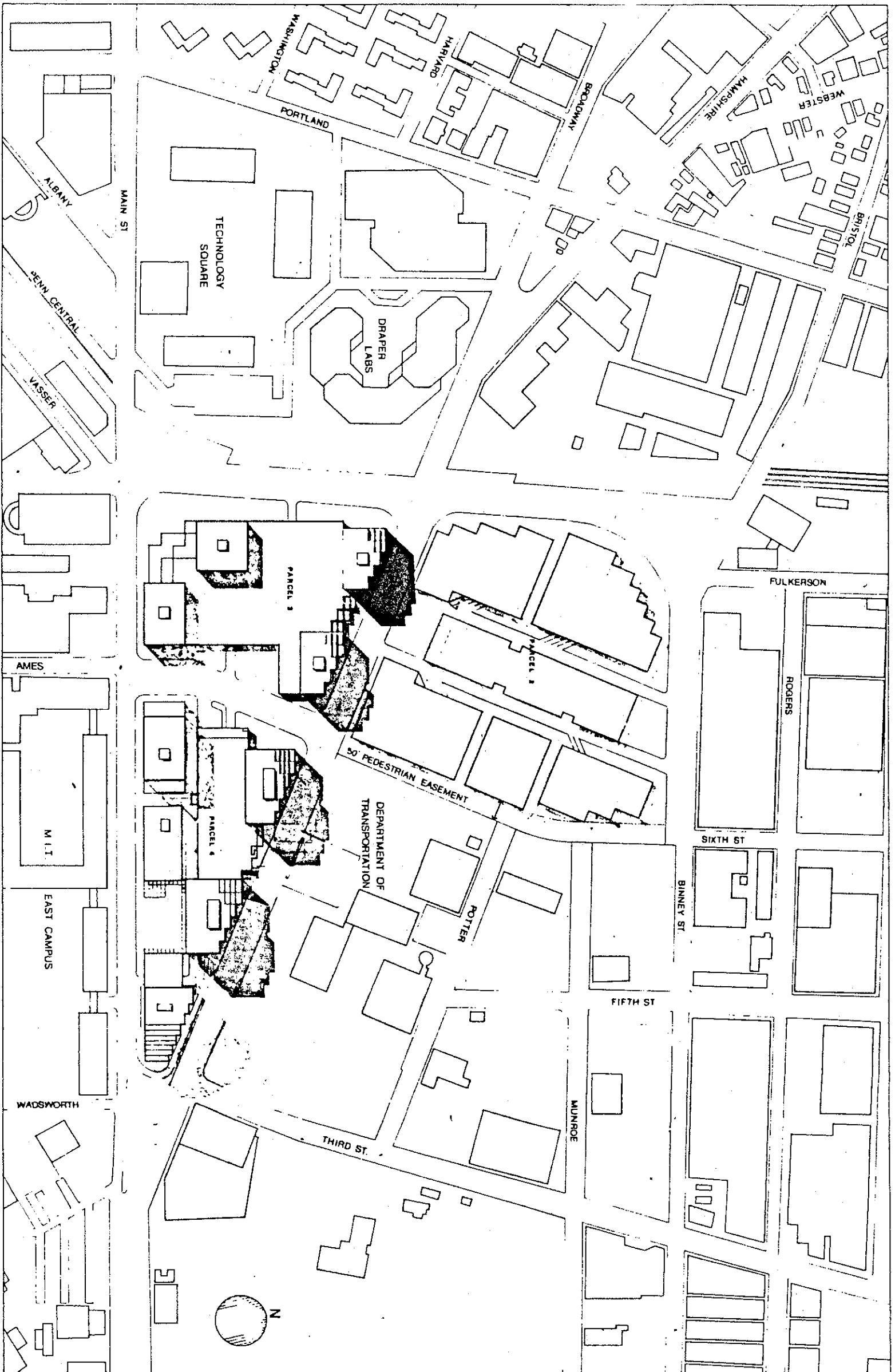
DEVELOPER: BOSTON PROPERTIES

8 ARLINGTON ST. BOSTON, MA 02116

ARCHITECT: MOSHE SAFDIE & ASSOCIATES, INC.

MARCH 25, 1982

APPROVED: APR 1 1982
CAMBRIDGE DEVELOPMENT AUTHORITY
By: *[Signature]*
President of Development Authority
CAMBRIDGE CAPITAL ASSOCIATES
By: *[Signature]*
Architect in Charge - Moshe Safdie
Reviewed by: Linda Corbett, Planning



Boston Properties
Developer
Boston, Massachusetts

MOSHE SAFDIE AND ASSOCIATES, INC.
Architects and Planners
2 Fenwick Hall, Boston, MA 02108
Boston, Massachusetts 02108

Revision	Date	Description

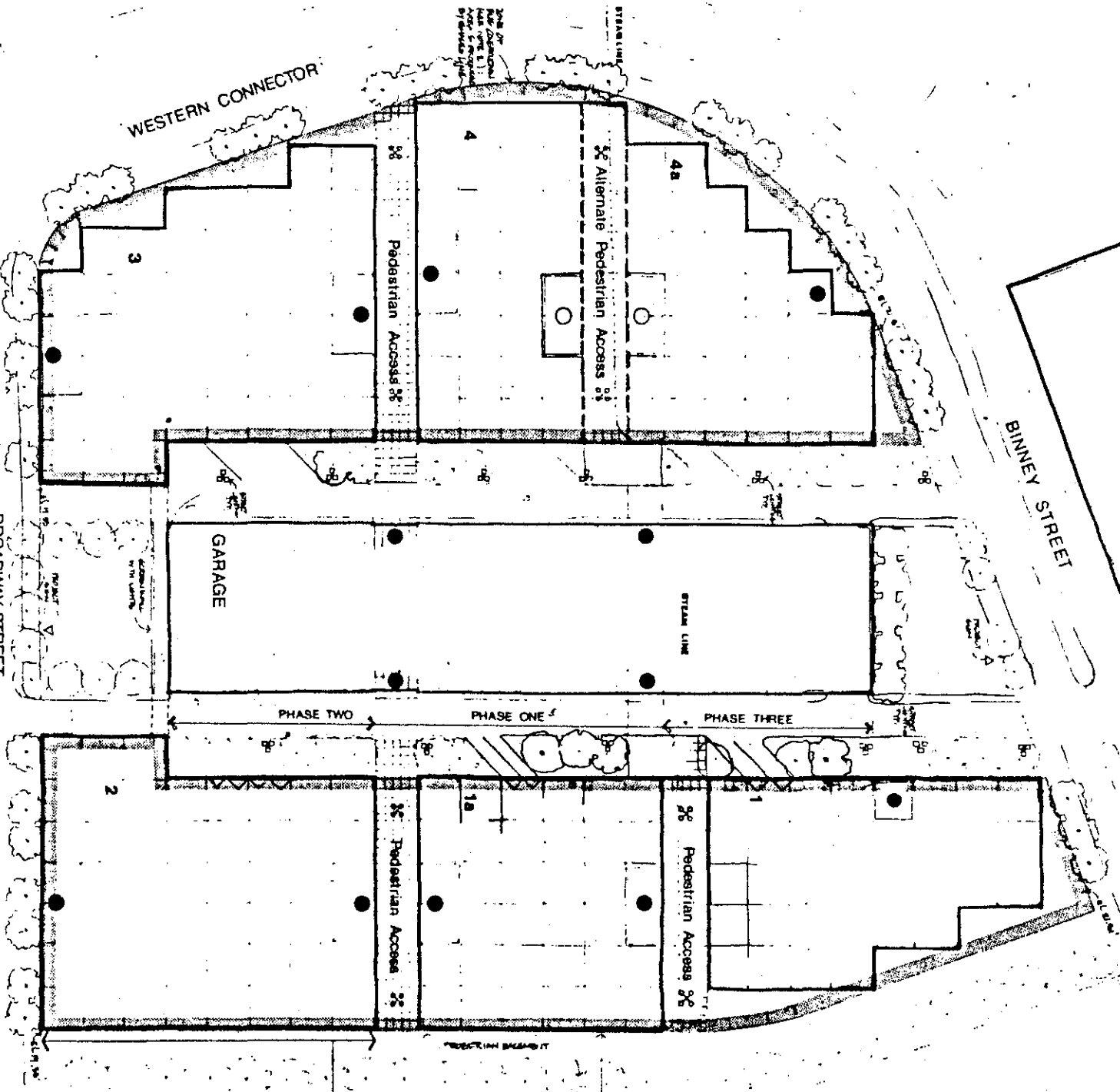
THE	PARCEL 2
DATE	25 MAR 1992
SCALE	1" = 100'
DRAWN	
CHECKED	

CD1

Revision	Date	Description

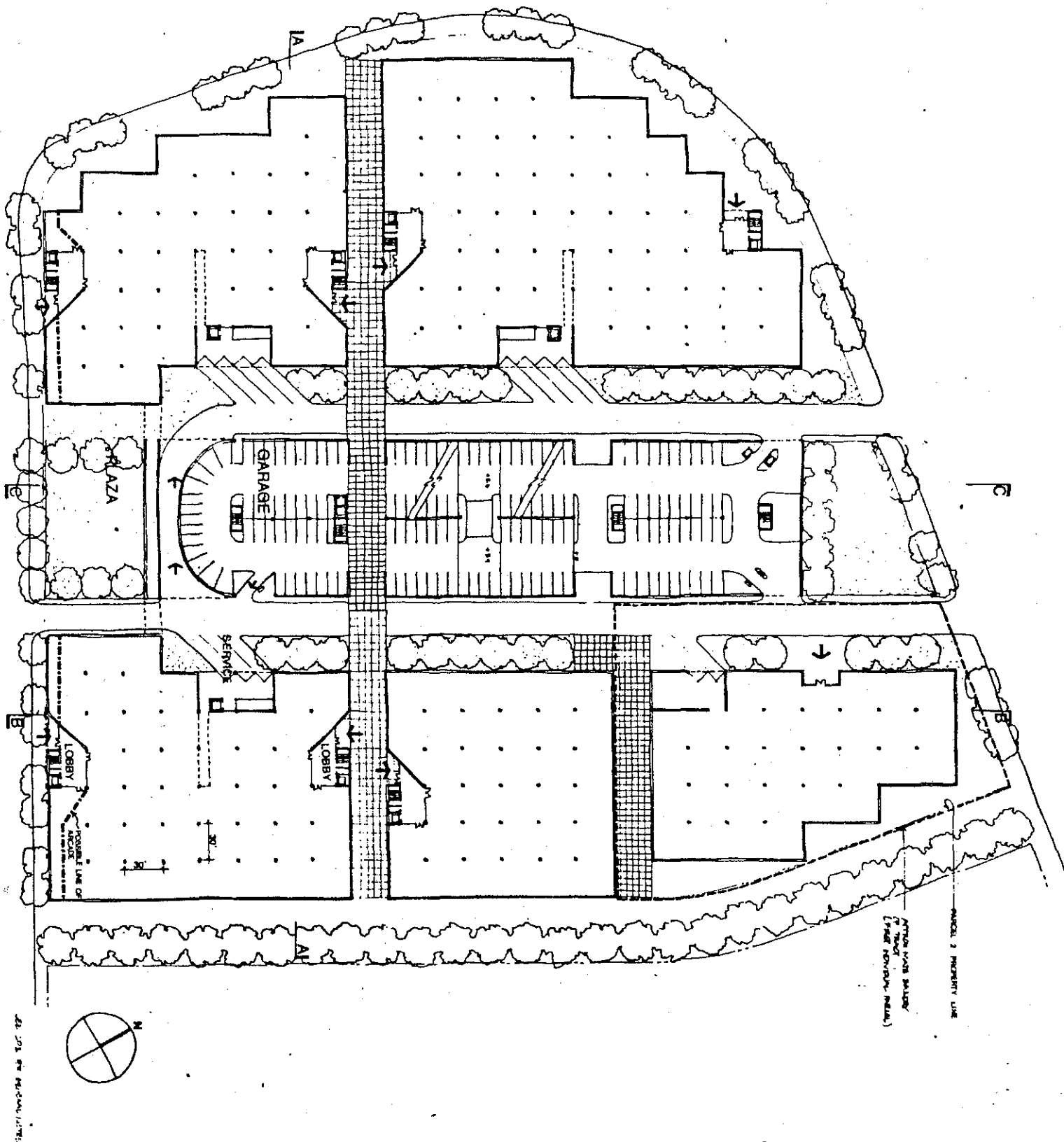
PARCEL 2
SITE AND ILLUSTRATIVE
PARCELIZATION PLANS

- Illustrative Area Summaries:**
- Alternative A**
4 Bldgs. 444,000 sq. ft.
- Alternative B**
2 Bldgs. 450,000 sq. ft.
- Alternative C**
4 Bldgs. 600,000 sq. ft.
- Alternative D**
2 Bldgs. 770,000 sq. ft.
- General Notes:**
1. Grade elevations at property lines will be consistent with public thoroughfare strip.
 2. Pedestrian ways and configuration of buildings are for illustrative purposes only. The final building configuration (including setbacks) will vary to accommodate individual building styles, layout and number of "vertical" pedestrian streets (ways) that should be the most effective to be at those, subject to other ways, on the property lines.
 3. Entrance locations for the illustrative purposes, number and exact location will vary in response to individual program.
 4. Location and number of building ways are for illustrative purposes. Actual entrance location will vary in response to program to individual program.
 5. Stairing: The probable number of construction is as indicated, but may vary according to market demand.
 6. Specific: Project identification number will be located at those places, but may vary according to market demand.



PERSPECTIVE

PERSPECTIVE



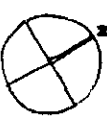
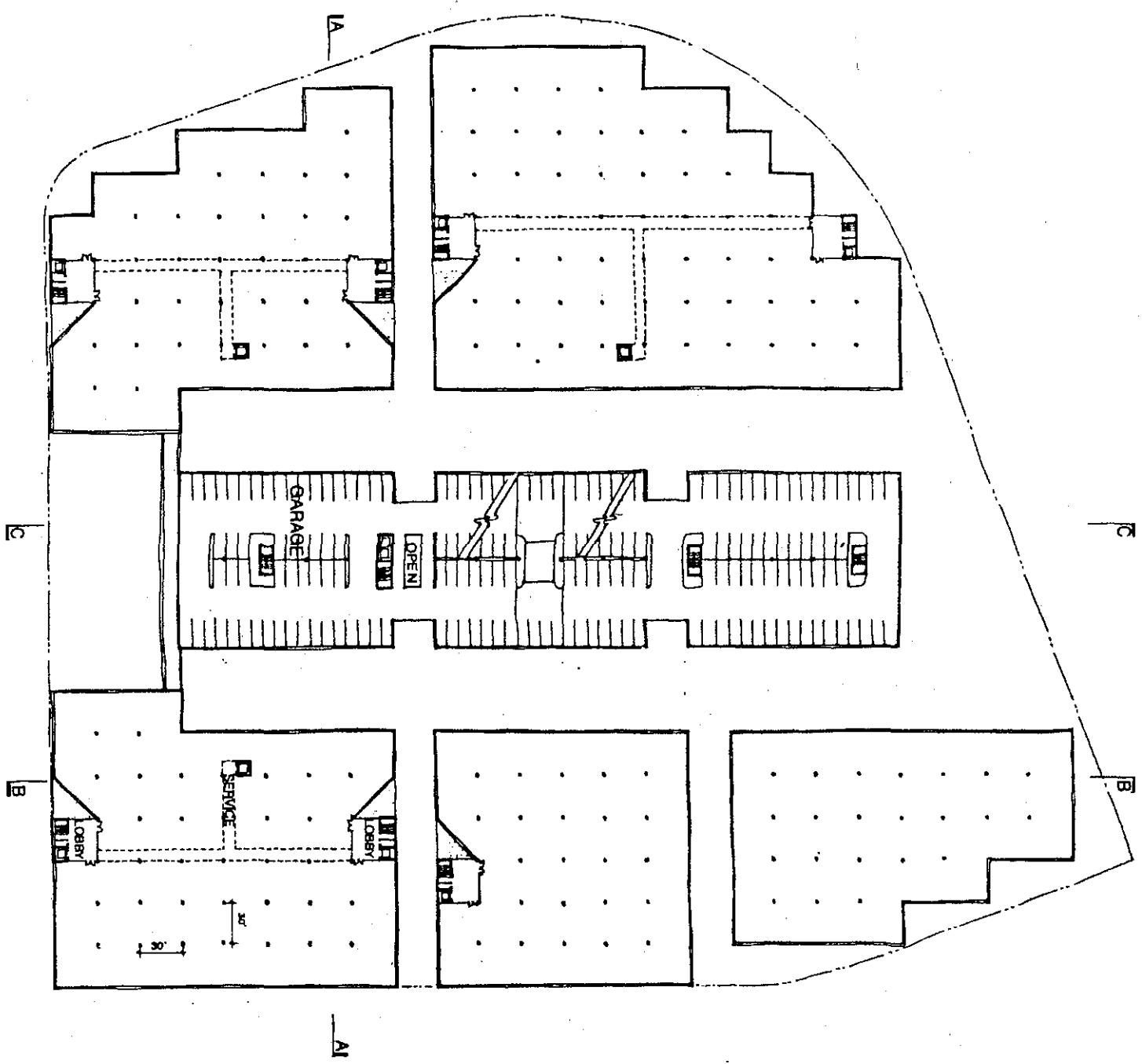
Boston Properties
Developer
Boston, Massachusetts

MOSHE SAFDIE AND ASSOCIATES, INC.
Architects and Planners
2 Faneuil Hall Marketplace
Boston, Massachusetts 02108

Revision	Date	Description

Parcel 2 Alt. A	First Floor Buildings & Garage
Date	25 April 1992
Scale	1" = 40'
Drawn	
Checked	

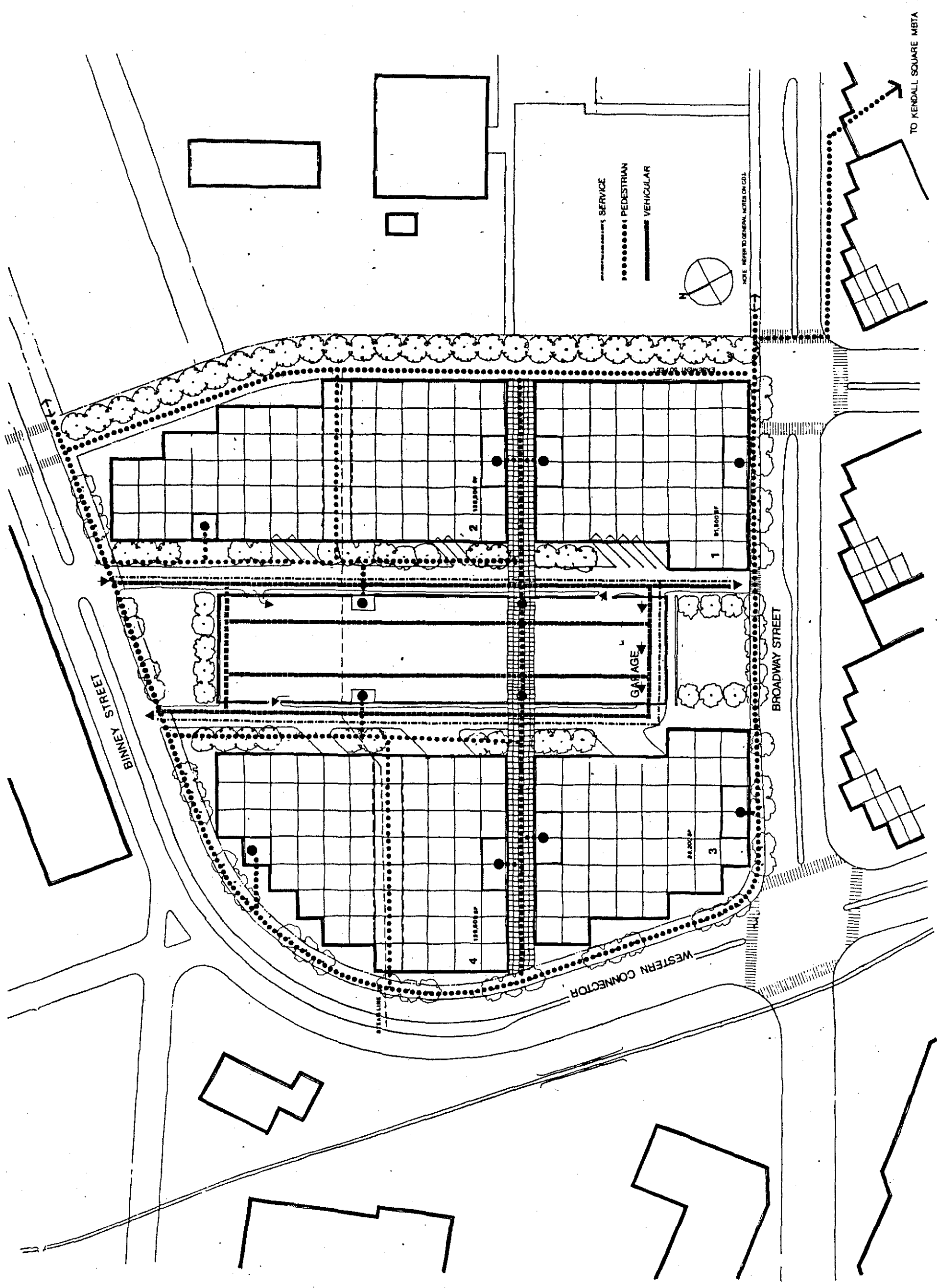
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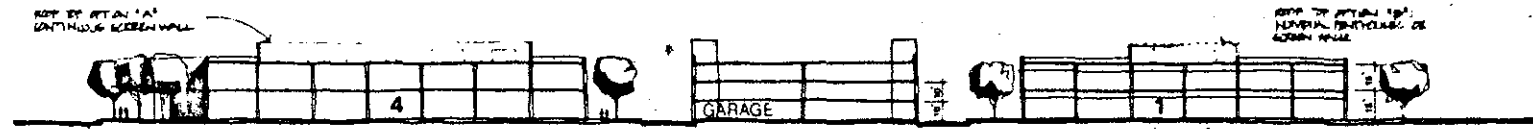
NOTE: REFER TO ORIGINAL NOTES ON CD4



Project: Parcel 2
Date: 10/1/80
Scale: 1" = 100'



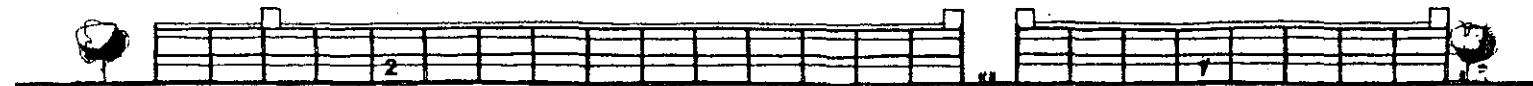
TO KENDALL SQUARE MBTA



SECTION AA



SOUTH ELEVATION



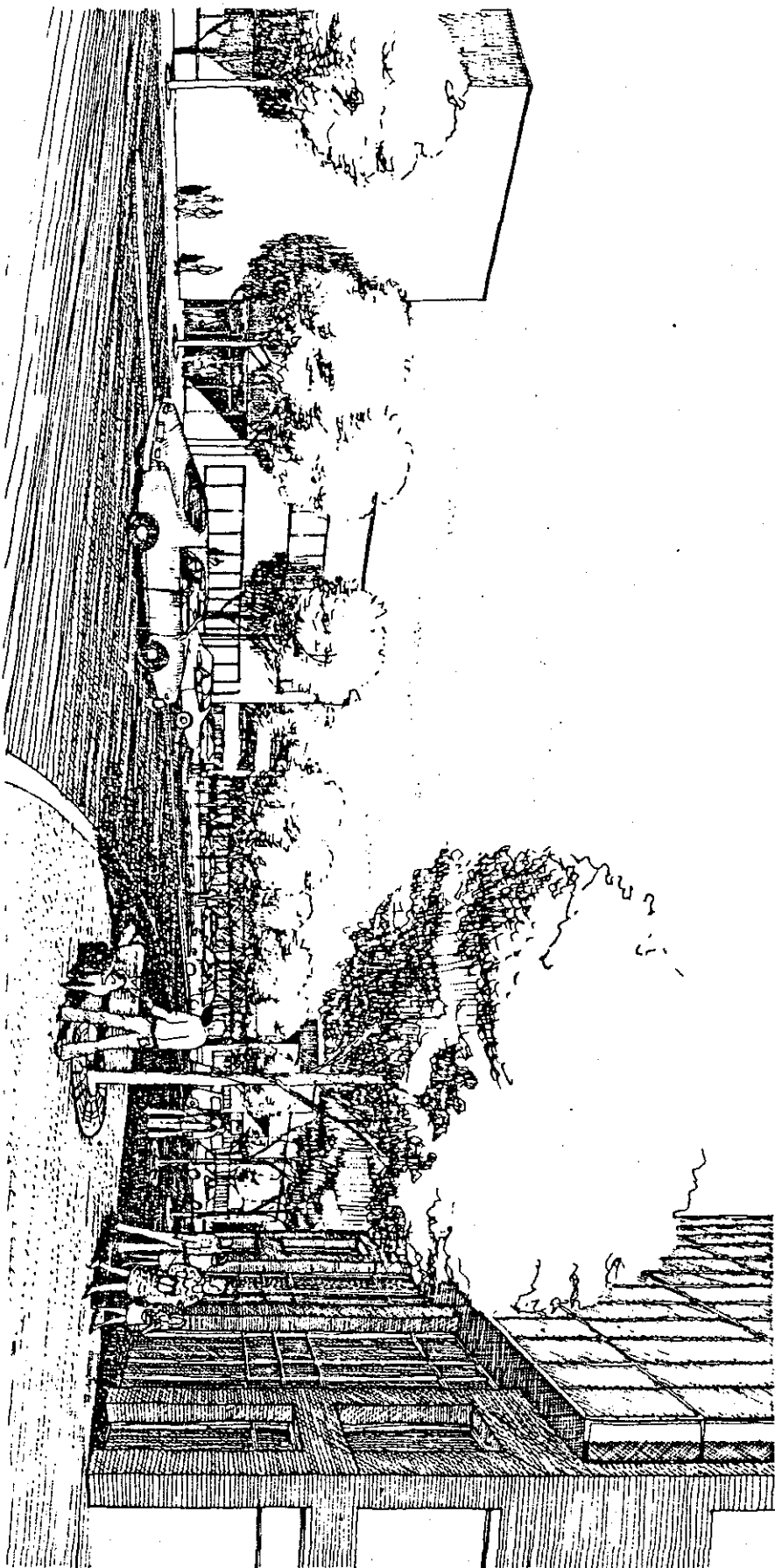
SECTION BB



SECTION CC



WEST ELEVATION



Cambridge Center
Boston Properties
Developer
Boston, Massachusetts

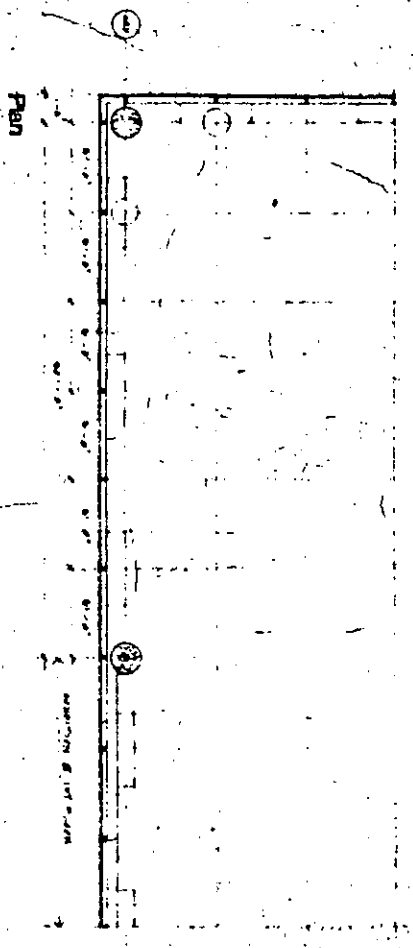
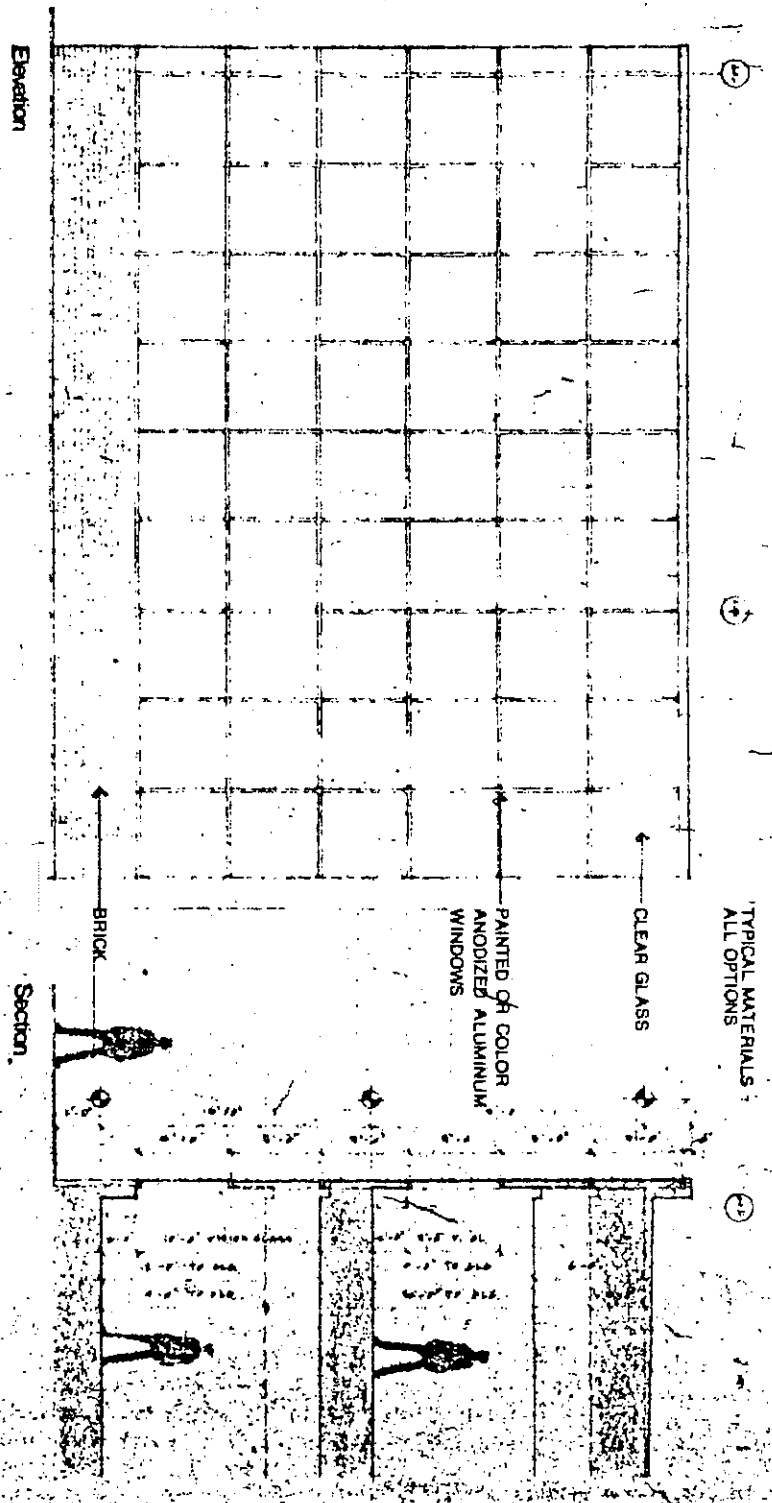
MOSHE SAFDIE AND ASSOCIATES, INC.
Architects and Planners
2 Forest Hill Street
Boston, Massachusetts 02108

Revision	Date	Description

Title			
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Date	Scale	Drawn	Checked
10/1/88	1" = 10'		


CD7

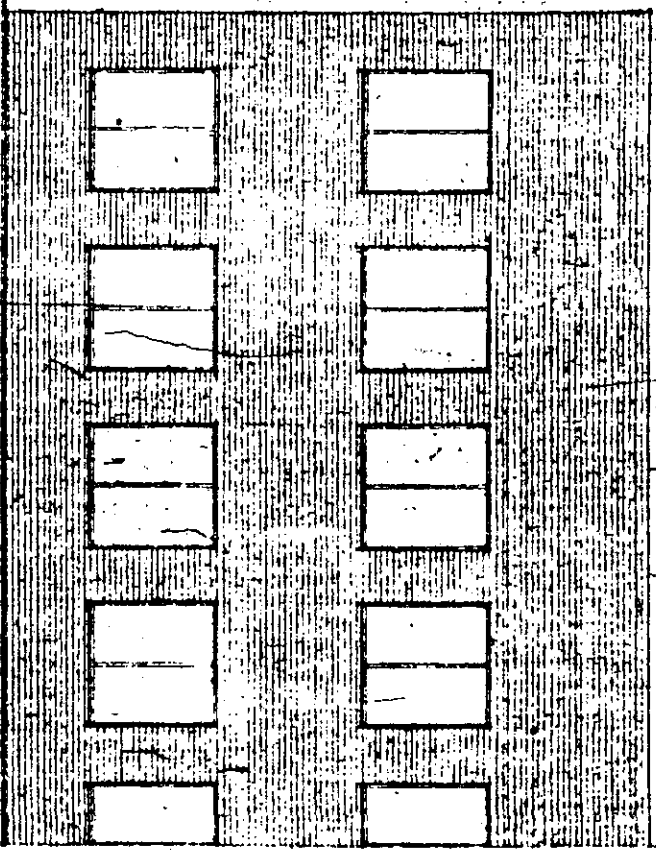
Sheet 10



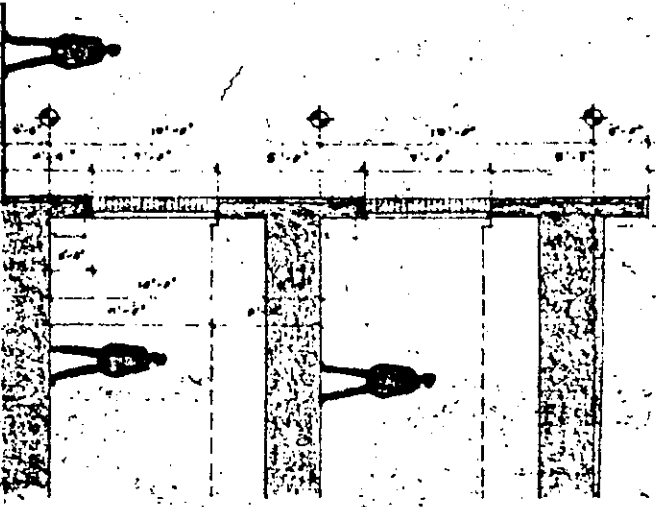
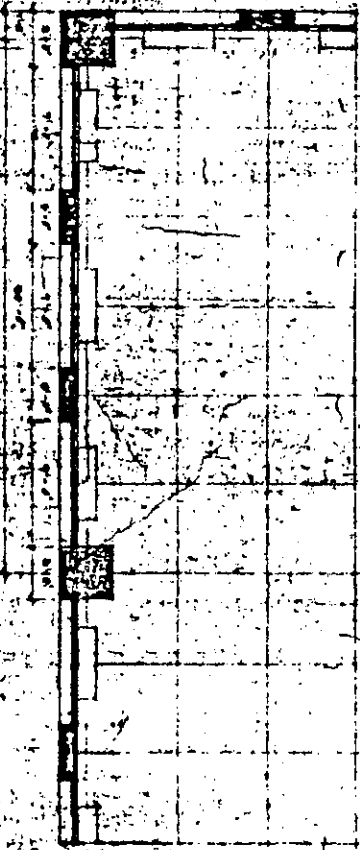
Section

Plan

	Moshe Safdie and Associates, Inc. Architects and Planners 2 Forest Hill Street Boston, Massachusetts 02105		Revision		Date	Description
	Date: 08/04/92		Scale: 1/4" = 1'-0"	Drawn: [initials]	Checked: [initials]	
GLASS CURTAIN WALL						
CD8						



Elevation



Section



University of California

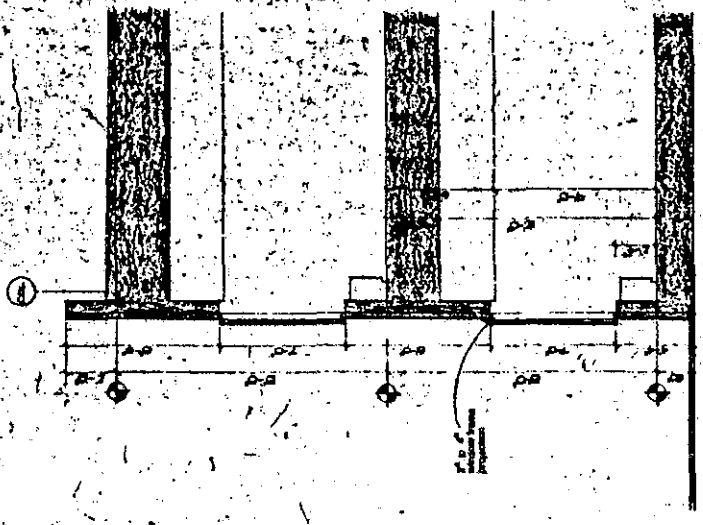
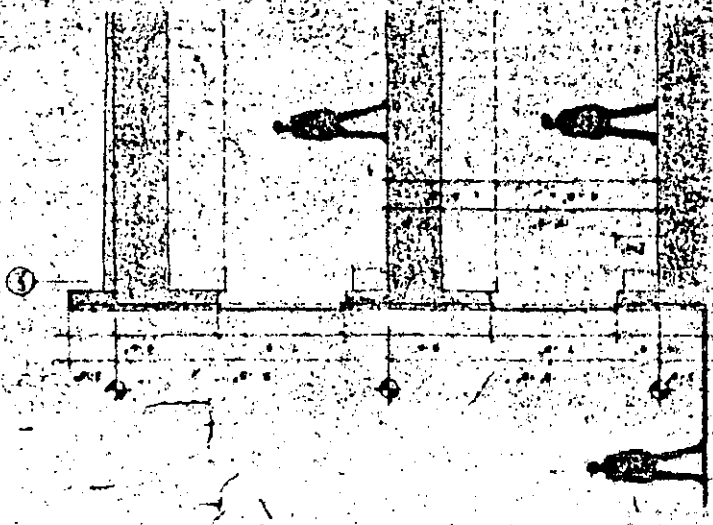
MOSHE SAFDIE AND ASSOCIATES, INC.
Architects and Planners
2 Forest Hill Drive
Boston, Massachusetts 02130

Revision	Date	Description

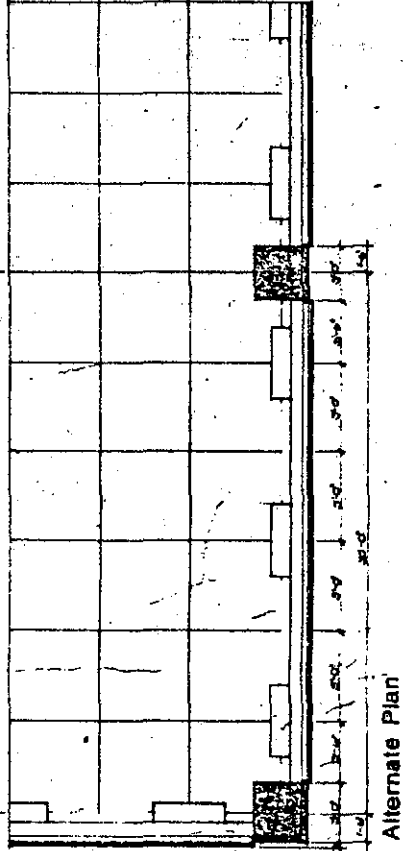
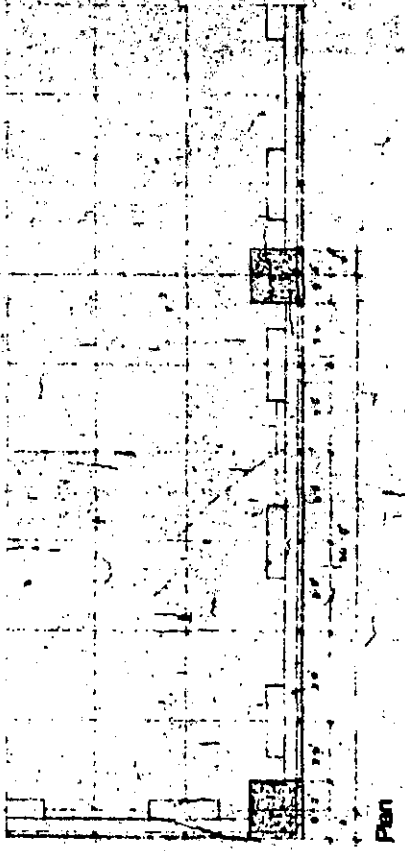
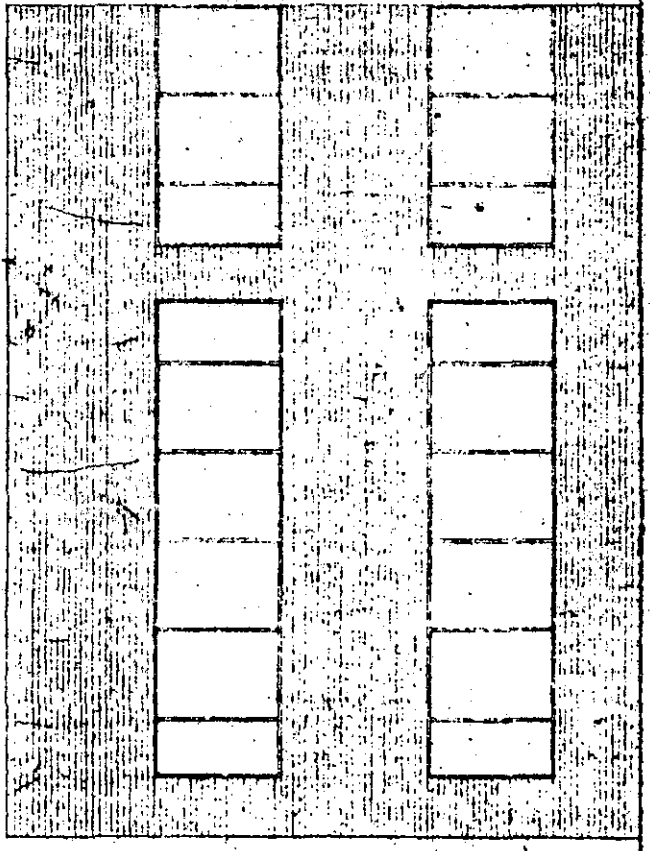
PUNCHED OUT WINDOW

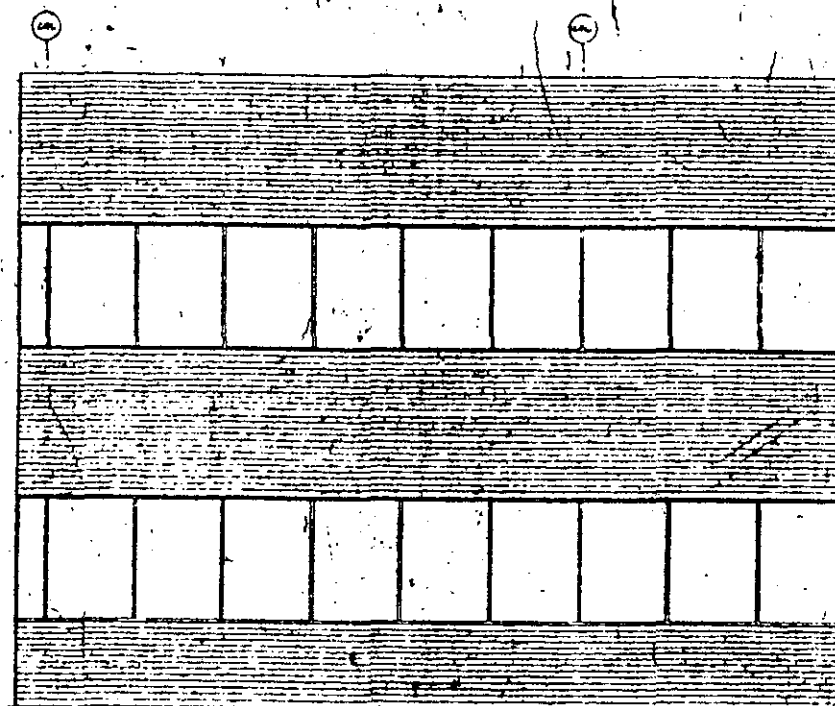
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CD9

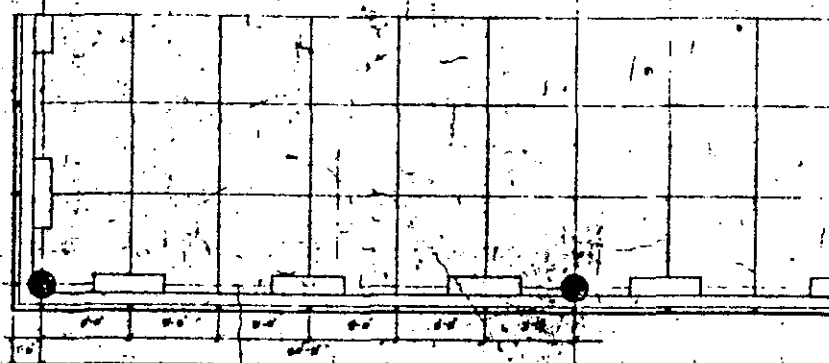


NOTE: ALTERNATE WINDOW DETAILS ALSO APPLY TO RIBBON WINDOW (CD-11) AND CURTAIN WALL (CD-12)

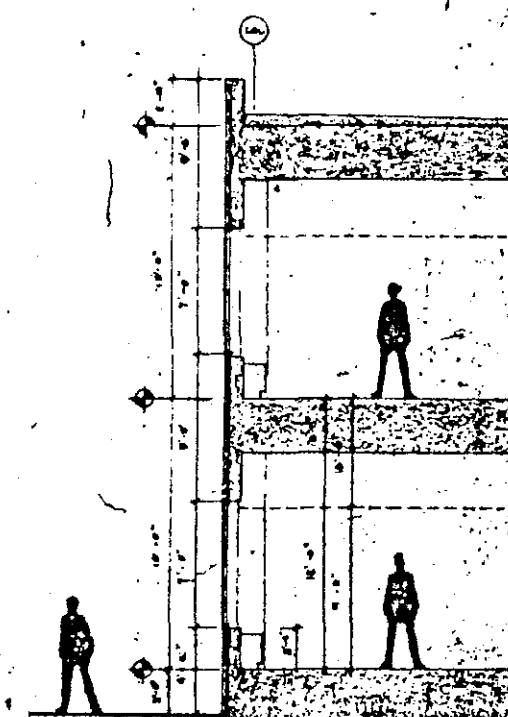




Elevation



Plan



Section

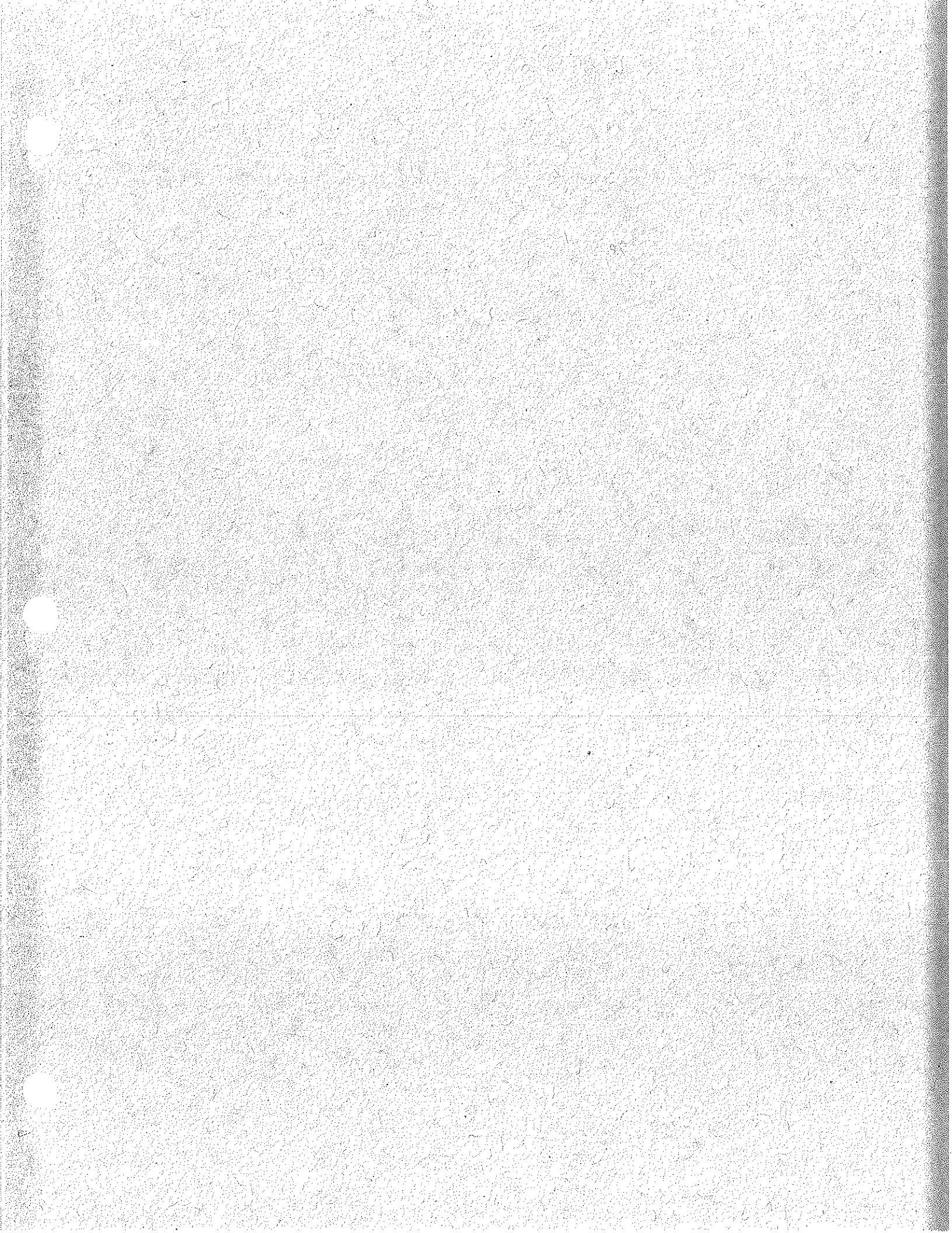


EXHIBIT B

The Concept Design Plan documents attached hereto illustrate the proposed development to be constructed by the Developer on the Parcel 2 Development Area and presently contemplated to consist of approximately 420,000 - 770,000 square feet of gross floor area.

The Concept Design Plan documents describe a plan which illustrates a general intent for the design of the entire Parcel 2 Development Area. 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 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 circulation and access plan to the extent not yet approved by the City.

The Authority and the Developer will seek to obtain approval by the City of the elements referred to in (3) above, or such substitute elements as may be mutually acceptable to the Authority, the City, and the Developer.

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

- (1) Proposed densities, development square footages, and parking quantities for Parcel 2 and proposed general locations, orientations, and configurations for buildings, open spaces and the parking garage, but not detailed configurations thereof.
- (2) The Authority has approved an average parking ratio of two spaces per 1,000 square feet of total building gross floor area, but in any event, not more than 1,000 spaces for the Parcel 2 Development.
- (3) The retention of a 50' wide right-of-way, for pedestrian circulation purposes, on the former Sixth Street right-of-way.
- (4) Overall vehicular and pedestrian circulation plan, subject to the resolution of specific access patterns and any required City approvals.

3/10/82

CONCEPT DESIGN PLAN
Cambridge Center/Parcel Two

a. Development Program

(i) Written Narrative of Development Strategy and Design Intent.

Basic Approach. Our approach to the development of Parcel Two has three major components: the first, an overall master plan that will permit the phased development of a series of individual buildings that, upon completion, will be integrated by design elements and by functional relationships; second, a focus on a type of building known generically in the development industry as a "light industrial" building; third a marketing approach that will combine a continued effort to identify tenants for buildings designed to meet their precommitted requirements, with a parallel commitment to a continued program of speculative development of buildings without the requirement of precommitted tenancies.

This type of building, as illustrated by the plans included in this Concept Design Plan, is characterized by relatively large footprints, large dimensions (typically a minimum of 180 feet in depth) and higher floor-to-floor heights than is the case with typical office buildings. This reflects our effort to attract to Parcel Two a type of user that would be different from and complement the uses on Parcels Three and

Four. We anticipate that these users will, to a large extent, be drawn from high technology firms with the requirements for some or all of the following types of uses permitted by the zoning: light manufacturing and assembly space; research and development space; laboratory space; and related office space. In addition, we believe there is a significant potential market for "back office" uses for financial institutions that would be appropriately served by buildings of this type and, at the same time, provide a new growth area for employment in Cambridge.

Design Intent. We intend to establish a basic vocabulary of materials and fenestration, illustrated by the plans that are part of this Concept Design Plan, that would permit flexibility in the design of each building and yet assure that the completed project have an overall coherence of materials and appearance. The vocabulary anticipates the primary use of brick facades with a range of types of fenestration and the use of brick is also intended to tie Parcel Two together with the development of Parcels Three and Four.

Relation to Adjacent Areas. Parcel Two has three basically different types of adjacent areas, and we propose differing treatments for the relevant borders of the parcel in each case.

For the facade of the buildings facing on Broadway, we are proposing a setback of the lower floors to soften the impact of the buildings themselves on Broadway and at the same time provide a buffer that will respect the necessary privacy of the users of ground floor space.

For the eastern facades of the buildings constructed adjacent to the pedestrian way along the eastern border of the site (following the route of former Sixth Street), a continuing effort will be made to enhance the quality of the pedestrian way through the use of materials and forms and, where possible, uses that enliven this border. Our ability to achieve this objective will be constrained by the necessarily superseding requirement that buildings be designed in a manner that will respect the requirements of their users for privacy, security and efficiency in the organization of interior uses. We recognize that such uses as company dining rooms or cafeterias would be particularly desirable along this facade, and would permit the development of actively used open spaces abutting the pedestrian area; however, our ability to develop such uses in these areas and to use glass on the lower (and even upper) levels of the buildings will be dependent upon the requirements of the building users in each case.

Finally, along Binney Street, we envision the exteriors of the buildings primarily consisting of more typical building facades running vertically to grade without setbacks or penetrations, except for potential entrances to buildings that may be developed most probably on the northern border of the site.

Open Space and Pedestrian Circulation. We anticipate that the development of the parcel will include three different kinds of open space.

As illustrated in the plans, there will be a small, but significant, landscaped open space area facing on Broadway

between the buildings in front of the garage, and a similar though somewhat smaller space at the northern end of the garage facing Binney Street. These spaces will have a "soft" finish primarily of grass and plant material, with little or no paving.

A second type of open space comprises the areas between the buildings and the borders of the site on Binney Street and along the pedestrian way, and the additional space between the buildings and the interior service streets. These areas will also be treated with soft materials, primarily grass and plantings, and are conceived of as primarily a visual amenity.

Finally, the plan anticipates open space along the axes separating the buildings that run parallel to Broadway, anticipated as a minimum of 30 feet wide in all cases. These are conceived of as interior pedestrian streets that connect the buildings both to the adjacent exterior public ways (Binney Street and the pedestrian way) and to the parking garage at the interior of the site. Accordingly, they will be finished with a combination of hard paved surfaces and plantings.

Parking Concept. As illustrated by the plans, we anticipate providing permanent parking to serve all of the uses located on Parcel Two in a central parking garage to be constructed on this parcel. This garage will be built as economically as possible and, unlike the garages developed on Parcels Three and Four, the topmost level of the garage will be available for parking, and will not be landscaped. The garage has been conceived as susceptible of being constructed in three phases:

first, a central element consisting of sloped floors that simultaneously provide the circulation ramps; second, additional flat plate elements that can be added on both the north and south ends of this central core to increase the capacity.

Until the development on Parcel Two can justify the construction of at least the first central core of this parking garage, we anticipate providing parking in one or both of the following ways: by parking in space available in structured garages previously constructed on Parcels Three or Four; and by on-grade parking on Parcel Two to the extent permitted by the Development Agreement.

(ii) Intensity of Development Proposed for Parcel Two

Our minimum commitment as illustrated in the plans is to develop approximately 420,000 square feet of space on Parcel Two in six two-story buildings, three to the east and three to the west of the proposed central parking structure.

At the same time, our plan would permit the development of a significantly higher intensity of use primarily by the construction of taller buildings. We believe^{buildings}/of three stories or higher can be developed only to the extent (1) that precommitted users requiring such buildings can be identified and/or (2) the market is sufficiently improved for the site over time to permit, in our judgment, the construction on a speculative basis of buildings over two stories in height. It would be physically possible to construct buildings on Parcel Two under the plan we have proposed that would reach the maximum limit of available space permitted by the existing zoning after consideration of the assignment of space that has previously

been made to Parcels Three and Four--that is, a potential maximum development of approximately 770,000 square feet of space on Parcel Two.

(iii) Ranges of Proposed Densities

As noted above, the overall intensity of use may range from a minimum of approximately 420,000 square feet on Parcel Two (or overall density of slightly less than 1:1) to a theoretical maximum of 770,000 square feet (approximately 1.75:1). Some possible combinations of density by subparcel are shown on the plans.

(iv) Suggested Schedule of Project and Site Improvements

To be provided by the Authority: new sidewalks, curbs, street furniture, trees, planting and lighting on the areas adjacent to the Parcel Two Development Area on Broadway, Binney Street and along the pedestrian way to the east.

To be provided by the Developer: all improvements within the Development Area, including any costs of relocation of the existing steam line within the Development Area.

(v) Graphics Concept and Standards

The graphics elements for Parcel Two will be consistent in style (e.g., the use of Helvetica style type) and content with the graphics being employed by Cambridge Center Associates as Developer of Parcels Three and Four. The objective will be to use the graphics elements to strengthen the relationship of Parcel Two to Parcels Three and Four and to enhance the perception of the entire area as a single project in Cambridge Center.

(vi) Landscape and Lighting Plans

The Graphics Standards will be as follows:

1. Project identification signs shall be on pylons (i.e., freestanding signs) located at central open spaces at two major entrance points to the parcel at the north and south ends of the central garage building facing Binney Street and Broadway respectively. Graphics layout and lettering style shall be consistent with standards established for public and private improvements on Parcels 3 and 4.

2. Tenant identification for individual buildings may be provided by either of the following:

(a) Freestanding pylon consistent with standards established for Parcels 3 and 4. Tenant lettering and logo may be in style of corporate identification of each individual tenant.

(b) Signage on building in lieu of freestanding pylon subject to the following:

- (1) signage shall be mounted on the face of the building and shall not project above main roof line;
- (2) signage shall consist of individual letters and/or logo fastened to the exterior wall;
- (3) typical letter size and/or logo height shall not exceed two feet in the vertical dimension;
- (4) neon or similar signage shall not be allowed.

- b. Concept Design Plans
(submitted separately)
- c. Materials Concept

As illustrated in the plans, and as noted in the Development Program description above, the principal materials contemplated for architectural treatment are brick facades with a range of fenestrations to be employed within a vocabulary of fenestration treatments as generally illustrated in the plans.

EXHIBIT B
CONCEPT DESIGN PLAN

1. Written submission of Development Program (dated March 10, 1982)
2. Plans (as revised through March 25, 1982) consisting of:

Drawing CD	1	Site Context
Drawing CD	2	Site and Illustrative Parcelization Plans
Drawing CD	3	First Floor Buildings and Garage, Alt. A
Drawing CD	4	Second Floor Buildings and Garage, Alt. A
Drawing CD	5	Circulation
Drawing CD	6	Sections and Elevations, Alt. A
Drawing CD	7	Perspective Sketch
Drawing CD	8	Glass Curtain Wall
Drawing CD	9	Punch Out Window
Drawing CD	10	Interrupted Strip Window
Drawing CD	11	Ribbon Window
3. Parcel 2 Site Model, as part of total Parcels 2, 3 and 4 site model.

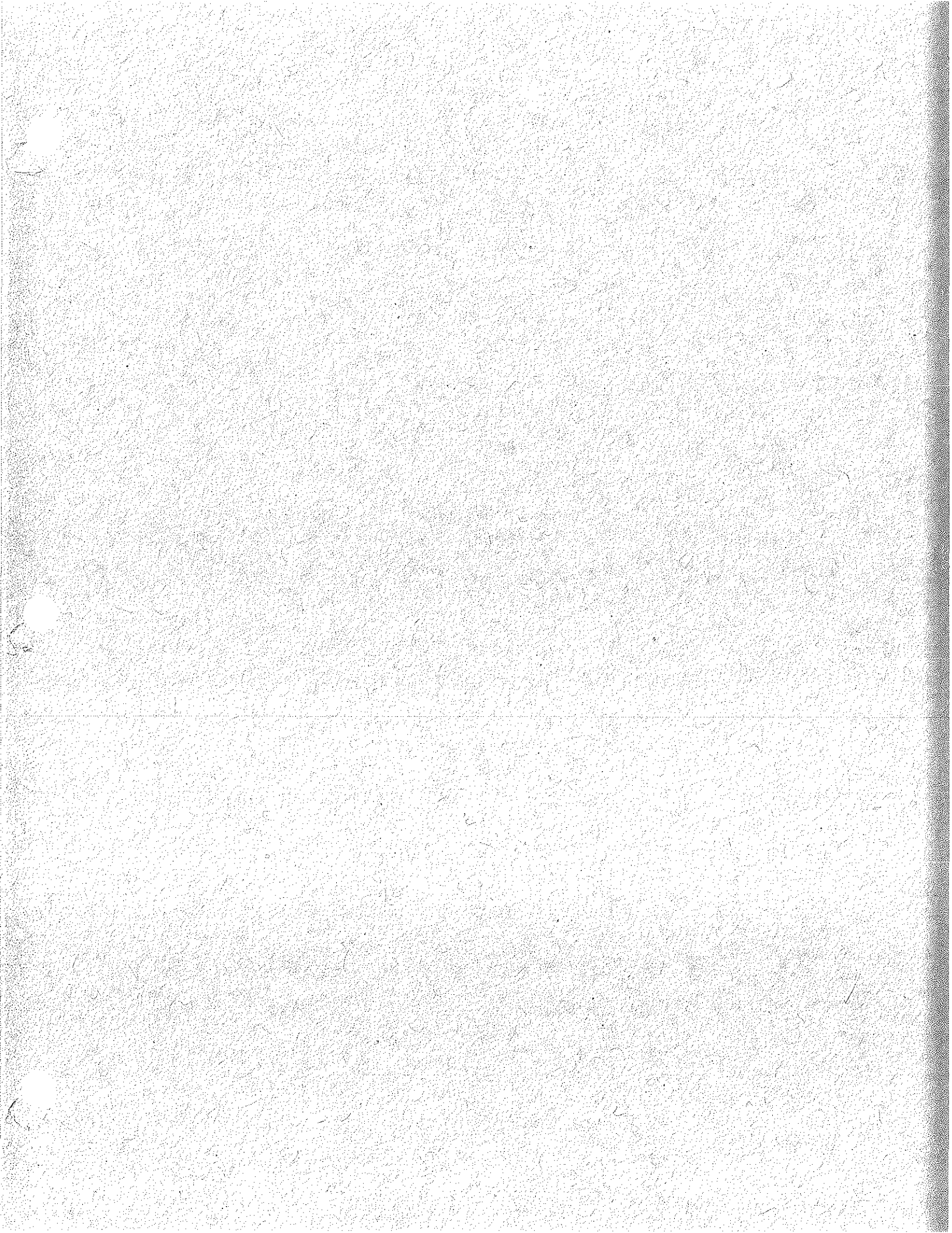


EXHIBIT C

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 Preliminary Design 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. |

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. At least ten (10) working days prior to any request by the Developer for formal review and approval of such Phase by the Authority, the Developer shall have submitted to the Authority for informal review for each Phase all of the materials required for submission for such Phase pursuant to Section II of this Exhibit C. 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**
Preliminary Design	20
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

[**] 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.

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 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 Paragraph 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 Concept Design Plan has been heretofore approved by the Authority and the Developer is therefore authorized to proceed with submissions for the first Stage of Construction.
- 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, prior to the start of Preliminary Design for any individual Stage of Construction, submit to the Authority for its concurrence the names of its urban designers and planners, architects, landscape architects, engineers, graphics consultants, art consultants, and other consultants, and reveal the scope of services of its agreements with said consultants. The Developer shall also submit to the Authority for its concurrence the names of its general building contractors, and shall reveal the scope of services of the agreements between the Developer and its general building contractors.

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 and design intent, including but not limited to: light industrial/office concept, open space concept, parking concept, and connections to adjacent developments and to abutters.
- (ii) Development program for Parcel 2 indicating 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) Graphics Concept

b. Concept Design Plans

- (i) Site Plans or alternative site plans of proposed development (1" = 40'); and a site plan including the surrounding context (1" = 100').
- (ii) 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.
- (iii) Building floor plans (1" = 40').
- (iv) Parking garage plans and stages of its construction, if applicable.

- (v) Building elevations (1" = 40').
- (vi) Transverse and longitudinal cross sections (1" = 40').
- (vii) Vehicular, pedestrian and service circulation plans (1" = 40').
- (viii) Landscape and lighting plans.
- (ix) Three dimensional block model (1" = 40').
- (x) Illustrative perspective sketches.
- (xi) Identification of the possible Stages of Construction.

c. Materials Concept

Concepts for principal materials contemplated for architectural treatment.

2. Preliminary 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 Preliminary 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) Provisions for measures respecting alternative energy sources and/or energy conservation.
- (vii) 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 describing land boundaries and areas; easements and rights-of-way together with vertical elevations of finished grade at intersections and points of tangency of such lines;

building shape and location, open spaces, landscaping, lighting, signage, utilities, pedestrian circulation and service access (1/16" = 1'-0").

- (ii) Architectural floor plans at all major levels, including the roof (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 building model (1/16" = 1'-0").
- (viii) Schematic plans for those site improvements to be provided by the Developer.
- (ix) Perspective sketches.

c. Materials Samples

- (i) Samples of principal building materials contemplated for architectural treatment; drawings, manufacturers' product literature, and other information (such as slides or photographic prints of other buildings using the

proposed type of building materials and/or design details) needed to clarify materials selections and their assembly; and model mock-up (1 1/2" = 1'-0") of unusual or special design elements, illustrating the principal materials contemplated, and assembled as a whole. Where the same details can be illustrated by slides or photos of existing buildings, such mock-up shall not be required.

d. Schedule

- (i) A schedule of times for submitting the Construction Documents materials 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 Preliminary Design Phase submission.

3. Construction Documents

Based upon the approved updated Concept Design Plan, if any, and the Preliminary Design Phase submission as previously approved, the Developer shall submit to the Authority for its approval the following items:

a. Building Program

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

b. Construction Documents, Specifications, and Cost Estimates

A complete set of construction drawings, specifications and cost estimates in accordance with accepted professional practice.

c. Materials Samples

- (i) Samples of exterior finish materials and other principal architectural and/or landscaping treatments, if any changes are proposed in the materials approved in the Preliminary Design Phase.
- (ii) Sample panel (minimum 4' x 4') of principal exterior wall materials erected on or near the site at a location as agreed to by the Authority, to illustrate the actual appearance of these materials on the site and architectural issues related to its erection (e.g., in the case of brick, the color, texture, size, joint design and color, workmanship of construction). Where there is more than one principal material, these shall be erected in a manner satisfactory to the

Authority to demonstrate the proposed relationships to one another. These samples shall be constructed by the Developer and reviewed by the Authority prior to the final selection and ordering of these materials.

d. Schedule

An updated schedule of times 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 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 Urban Renewal Plan, MXD Zoning District, and Environmental Impact Statement, 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.
- 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 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.

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.

- e. Conformity to accepted practices of environmental design, such as provisions for wind control, snow removal, garbage and refuse disposal, 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, and of the relationship among proposed stages of construction, including: building form, use adjacencies, activity relationships, visual compatibility, and functional relationships.
- g. Clarity of the definition of stages of construction and parcel delineation.
- h. Adequacy of pedestrian circulation system.
- i. The level of achievement of a clear and strong total project identity.
- j. Adequacy of consideration of the functional and/or visual relationships of the buildings at each stage to each other and to the surrounding areas.
- k. Adequacy of service provisions to all buildings, off-street, and totally within the parcel boundaries.
- l. Adequacy of open space useable by the public.
- m. Comprehensiveness of the site development and landscape treatment concept(s).
- n. Comprehensiveness of concept(s) for building form, building materials, appearance, and quality.
- o. Thoroughness and completeness of submissions to provide an adequate understanding of the proposal.

2. Preliminary 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, traffic circulation, entries, exits, elevator capacities, wind effects, 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, and signage.
- e. Adequacy of the roofscape in regard to visual appearance for pedestrians and for users in neighboring buildings, taking into consideration the type of building and the nature of its use.
- f. Thoroughness and completeness of submissions to provide an adequate understanding of proposal.
- g. Adequacy of any tests of materials, or methods of construction deemed unique and unprecedented.

3. Construction Documents

- a. Consistency with the approved Preliminary Design Documents.
- b. Adequacy of the proposed materials and their method of assembly in regard to safety, durability, maintenance, and appropriateness of use.

4. 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.

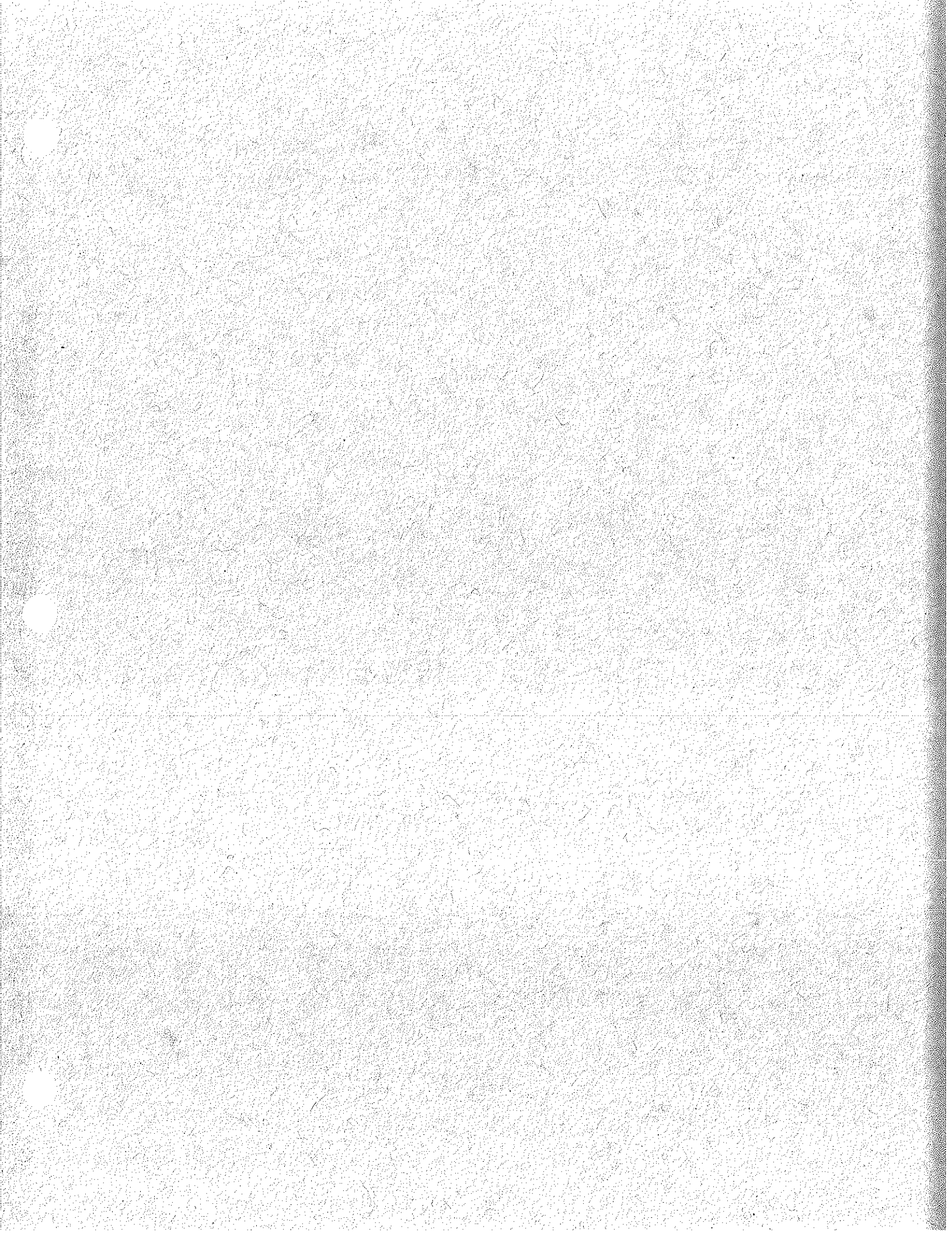


EXHIBIT D

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.

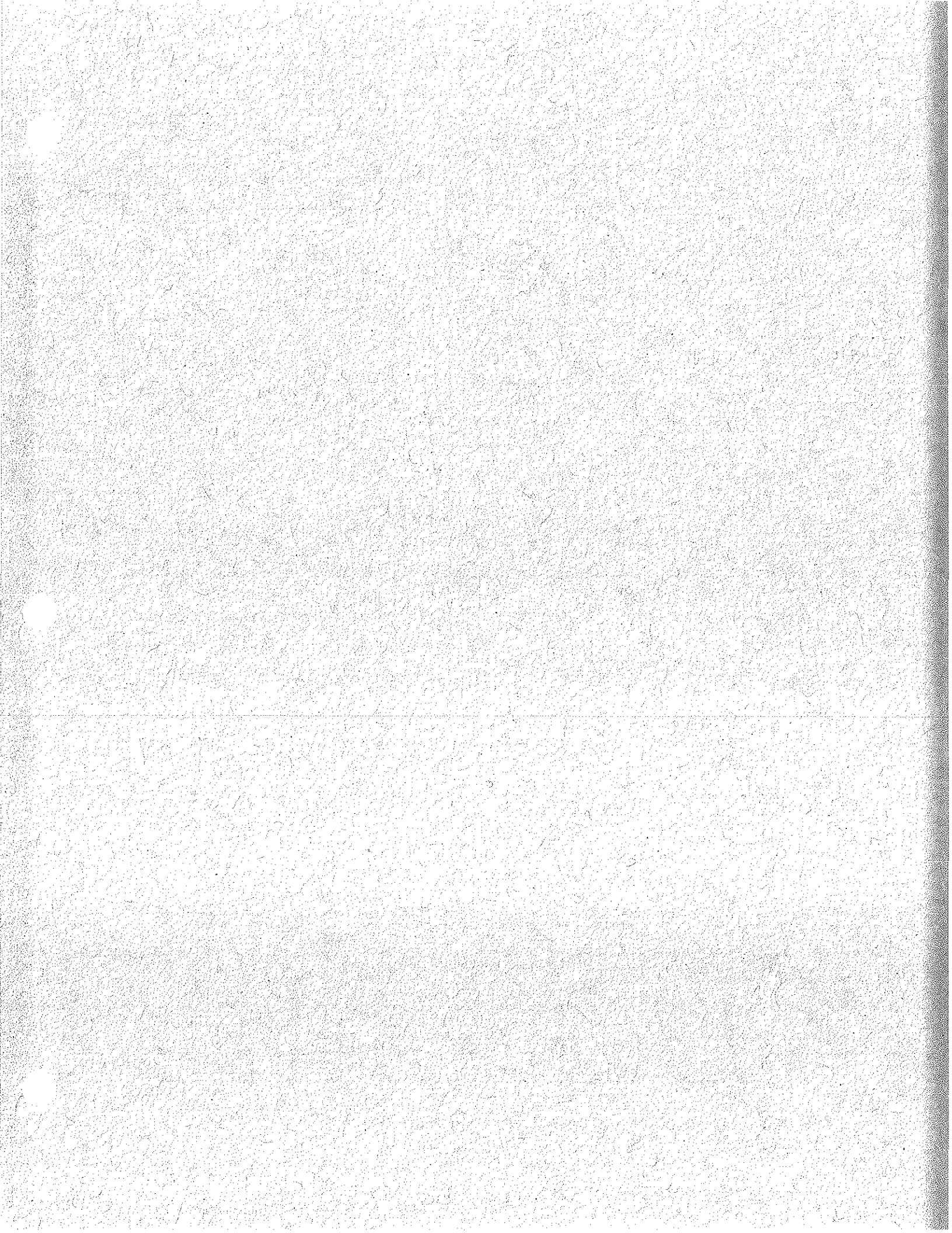


EXHIBIT E

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 ____%:

\$

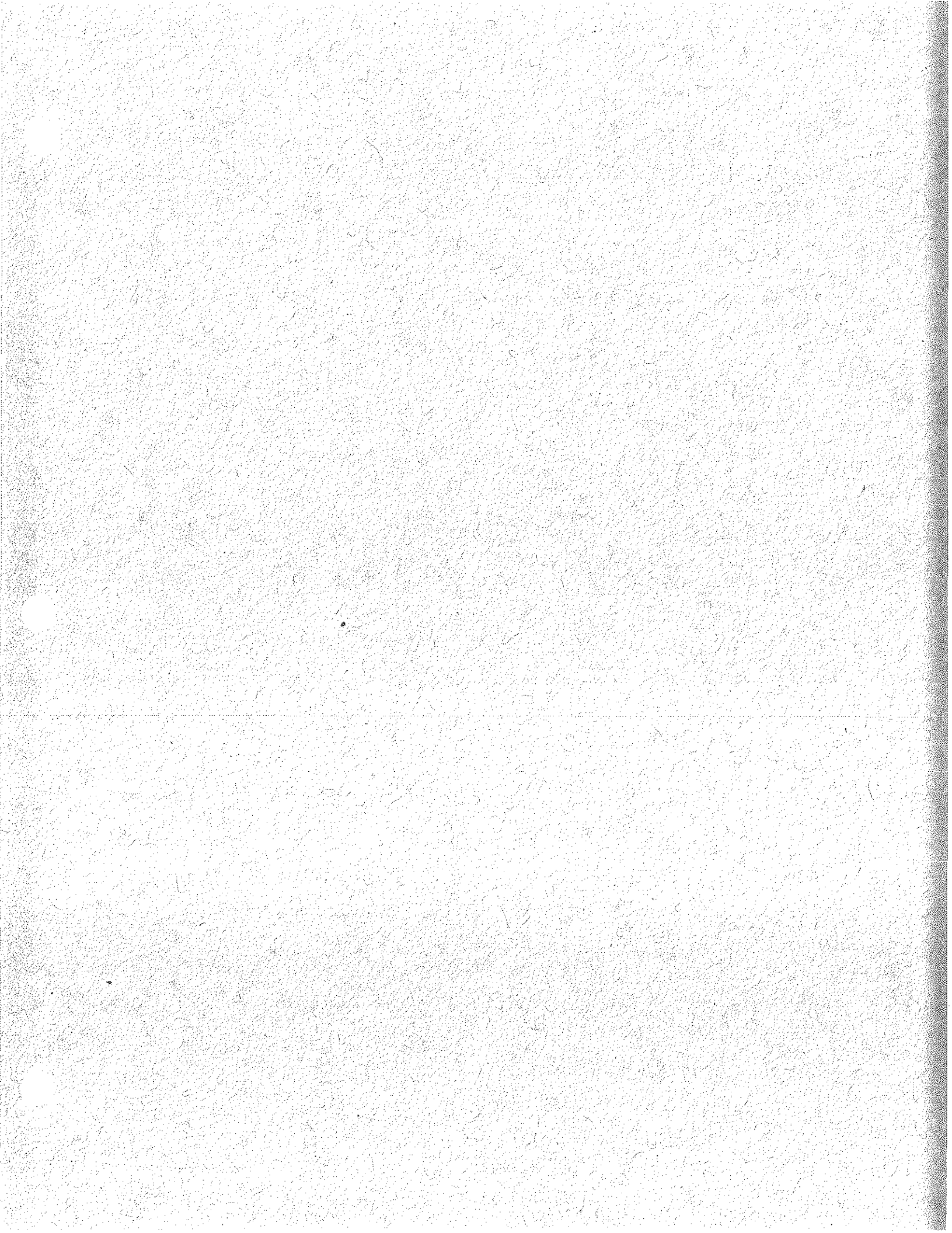


EXHIBIT F

FORM OF

SUPPLEMENTAL LAND DISPOSITION CONTRACT

PARCEL 2

DEVELOPMENT AREA

KENDALL SQUARE URBAN RENEWAL PROJECT

CAMBRIDGE REDEVELOPMENT AUTHORITY

TABLE OF CONTENTS

PART I

WHEREAS RECITALS

SECTION 1	:	SALE/PURCHASE PRICE
SECTION 2	:	CONVEYANCE OF PROPERTY
SECTION 3	:	GOOD FAITH DEPOSIT
SECTION 4	:	TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS
SECTION 5	:	TIME FOR CERTAIN OTHER ACTIONS
SECTION 6	:	PERIOD OF DURATION OF CERTAIN COVENANTS
SECTION 7	:	NOTICES AND DEMANDS
SECTION 8	:	SPECIAL PROVISIONS
SECTION 9	:	MODIFICATIONS OF PART II
SECTION 10	:	COUNTERPARTS

EXECUTION

SCHEDULE A	:	DEVELOPMENT
SCHEDULE B	:	PROPERTY

PART II

FORM OF DEED

AGREEMENT, consisting of this Part I and Part II (Form HUD-6209B, 9-69) annexed hereto and made a part hereof (which Part I and Part II are together hereinafter called "Agreement"), made on or as of the day of , 19 , by and between CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Authority" or "Agency"), organized and existing pursuant to Massachusetts law and having its office at 336 Main Street in the City of Cambridge (hereinafter called "City"), Massachusetts, and a Massachusetts limited partnership (which, together with its successors and assigns, is hereinafter called "Redeveloper"), in which Mortimer B. Zuckerman and Edward H. Linde are the general partners, Redeveloper having its office c/o Boston Properties, at 8 Arlington Street, Boston, Massachusetts.

W I T N E S S E T H T H A T :

WHEREAS, in furtherance of the objectives of Massachusetts General Laws, Chapter 121B, and related laws, the Authority has undertaken a program for the clearance and reconstruction or rehabilitation of blighted areas in the City, and in this connection is engaged in carrying out an urban renewal project known as the "Kendall Square Urban Renewal Project" (hereinafter called "Project") in an area (hereinafter called "Project Area") located in the City; and

WHEREAS, as of the date of this Agreement there has been prepared and approved by the Authority an urban renewal plan for the Project, dated August 30, 1965, as amended by Revised Amendment No. 1 thereof, dated October, 1977 and as further amended by Amendment No. 2, dated May 19, 1981 (which plan, as so amended, and as it may hereafter be further amended from time to time pursuant to law, and as so constituted from time to time, is, unless otherwise indicated by the context, hereinafter called "Urban Renewal Plan"); and

WHEREAS, a copy of the Urban Renewal Plan as constituted on the date of this Agreement has been filed in the office of the Clerk of the City located at City Hall in the City; and

WHEREAS, in order to enable this Authority to achieve the objectives of the Urban Renewal Plan and particularly to make the land and improvements in the Project Area available for redevelopment by private enterprise for redevelopment for and in accordance with the uses specified in the Urban Renewal Plan, both the Federal Government and 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 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, the 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 (\$).

In the event that the number of square feet of gross floor area constructed on the Tract prior to the issuance by the Authority of a Certificate of Completion for such Tract 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 Tract approved by the Authority, the Redeveloper 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 Tract equal to the product of (i) the number of such additional square feet of gross floor area, and (ii) the Base Purchase Price (as described in the Development Agreement) 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 Tract to the Developer pursuant to the Development Agreement or (b) the expiration of the Urban Renewal Plan, the number of square feet of gross floor area constructed or to be constructed on the Tract increases or is proposed to be increased after the issuance by the Authority of a Certificate of Completion for such Tract, 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 Tract equal to the product of (i) the number of such additional square feet of gross floor area, and (ii) the Base Purchase Price (as described in the Development Agreement) in effect at the time such additional sum is payable as aforesaid.

In the event that, at the time of the execution of the supplemental land disposition contract for any particular Tract the number of parking spaces to be constructed in structured parking on such Tract (as shown on the complete Preliminary Design Phase submission for such Tract approved by the Authority) and on all other Tracts for which supplemental land disposition

contracts have then been executed (as shown on the approved submissions therefor), is in excess of the number, divided by 500, of the aggregate square feet of gross floor area of improvements (other than structured parking) to be constructed on such particular Tract and on all such other Tracts in accordance with such approved submissions, respectively, the Redeveloper shall, at the time of execution of the supplemental land disposition contract for such particular Tract, pay to the Authority an amount (the "Excess Parking Payment") in relation to such excess parking spaces (the "Excess Parking Spaces"). Said payment shall be separate from and in addition to any other payment required by this Agreement, and shall be in an amount determined as follows:

(i) The area of that portion of the particular Tract serving as the footprint of the parking structure thereon shall be divided by the total number of parking spaces in the parking structure, as shown on the complete Design Phase submission approved by the Authority, to determine the number of square feet of footprint land area per parking space ("Land Area Per Parking Space");

(ii) The Land Area Per Parking Space shall be multiplied by twice the then applicable Base Purchase Price under Paragraph B(2)(a) of the Development Agreement, to determine the "Land Price Per Excess Parking Space"; and

(iii) The Land Price Per Excess Parking Space shall be multiplied by the number of Excess Parking Spaces, to determine the total amount of the applicable Excess Parking Payment.

At the time of execution of any subsequent supplemental land disposition contract pursuant to the Development Agreement, the Authority shall credit or refund to the Developer, out of the Excess Parking Payments previously paid to the Authority, or out of any remaining balance thereof, an amount equal to the Land Price Per Excess Parking Space (as previously determined) multiplied by the number, divided by 500, of square feet of gross floor area of improvements (other than structured parking) to be constructed pursuant to such contract as shown on the plans then approved by the Authority, less the number of parking spaces to be constructed in structured parking pursuant to such contract. Upon the execution of a supplemental land disposition contract or contracts pursuant to the Development Agreement for all of the land within the Parcel 2 Development Area or upon the prior termination of the Development Agreement, any remaining balance of Excess Parking Payments (after taking into account any credits or refunds then due to the Developer as provided for therein) shall be retained by the Authority as additional consideration for the Tract or Tracts in relation to which such Payment or Payments were made. If more than one Land Price Per Excess Parking Space shall have been previously determined, then for the

purposes of any credit or refund, the then earliest price previously determined for any Excess Parking Spaces shall be used in sequence until each Excess Parking Payment for which such price shall have been computed shall have been fully credited or refunded. In the event that a Tract is to be used solely for structured parking and related roadways and service uses which are excluded from the definition of gross floor area and there are no Excess Parking Spaces to be constructed thereon, the purchase price for such Tract shall be \$1 and no Excess Parking Payment shall be required to be made on account thereof.

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 such Tract by quitclaim deed in, or substantially in, the form of deed attached hereto (hereinafter called "Deed"). 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 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. 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 the 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 the 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 the 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 Tract 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 the 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 Property 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 other than lawns, plantings and the underground irrigation system referred to in Section 8(g) herein, 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

(\$) (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, or in connection with, 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 Preliminary Design 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 Preliminary Design 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 application for the building permit for the Improvements with respect to Tract 1, and shall be completed within sixty (60) months after such date.

(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, 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 the 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 the Property 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.

"Preliminary Design Phase 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 (Preliminary Design Phase 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 c/o Boston Properties, at 8 Arlington Street, Boston, Massachusetts 02116. 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 the Property 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 the Property 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 the Property permitted hereunder, may determine that all or any part of any such damage to or destruction of such Improvements on the Property 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) 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 in the pedestrian way and 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; 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 under this Agreement.

[Insert provisions for any special arrangements.]

(h) Taxation of the Property.

The Redeveloper shall not use the Property and the Improvements constructed thereon for purposes which render said Property or Improvements exempt from real estate taxes, unless expressly agreed otherwise in writing by the Authority.

(i) 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 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 except an underground steam line described by an easement to Cambridge Steam Corporation recorded with Middlesex South District Registry of Deeds in Book 7448, Page 242 and located in the Parcel 2 Development Area and beyond; 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 other than to remove all surface debris placed thereon except materials placed by or for the Redeveloper. 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. The Redeveloper agrees to defend with counsel of its choice, indemnify and hold the Authority harmless from and against any and all costs, damages, expenses or claims (including, without limitation, relocation payments pursuant to federal or state law and reasonable attorneys' fees and costs) imposed upon, incurred by or asserted against the Authority by the Cambridge Steam Corporation or its successors by reason of any displacement, removal, relocation, or termination, whatsoever, of all or any portion of the underground steam line located in the Parcel 2 Development Area; provided, however, that the Redeveloper shall not be obligated or

liable to the Authority hereunder for any such costs, damages, expenses or claims imposed upon, incurred by or asserted against the Authority as the result of (i) physical damage to the steam line caused by the negligence or willful misconduct of the Authority, its agents, employees or contractors, or (ii) any other action by the Authority after the date hereof which was not taken at the request of or with the permission of the Redeveloper; and provided further that the Authority shall promptly notify the Redeveloper of any claims so asserted and shall cooperate with the Redeveloper in the defense of any such claims.

(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 provisions 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 Preliminary Design 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 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 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 in any minor respect which does not interfere with the use or occupancy of the premises as provided hereunder, and provided that the other conditions of the first sentence of this section 307(a) have been complied with, 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 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 and when any additional land price has been paid to the Authority as required by the Development Agreement."

(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 hereinbefore 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, it being agreed by the Redeveloper that (i) such structured parking shall consist of () spaces unless such number shall be modified as hereinafter 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."

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."

(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.

(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 the 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:

"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 except as hereinafter provided, 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

Form of

DEED

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, in consideration of \$ paid, grants unto , whose address is 8 Arlington Street, Boston, Massachusetts with QUITCLAIM COVENANTS the land in said City of Cambridge, described as follows:

[INSERT DESCRIPTION OF TRACT, ENCUMBRANCES, ETC.]

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 or from the date of application for the building permit for the Improvements with respect to the granted premises or on such earlier date as the Grantee may specify by at least twenty (20) days prior written notice to the Grantor, 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 further amended by Amendment No. 2, dated May 19, 1981, and approved by such Council on June 22, 1981, 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, it being agreed by the Grantee that (i) such structured parking shall consist of () spaces unless such number shall be modified as hereinafter provided, (ii) such structured parking shall be located on Tract 2 unless otherwise agreed in writing by the Grantor, 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 the granted premises, 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 Grantee may at its election from time to time prior to the expiration of said five years, by notice in writing to the Grantor, 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;

(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 purpose 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 and 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 the Development Agreement dated , 1982 between Cambridge Center Associates and the Grantor or (b) the expiration of the Urban Renewal Plan, the number of square feet of gross floor area constructed or to be constructed on the granted premises increases or is proposed to be increased after the issuance by the Grantor of a Certificate of Completion for such Improvements, the Grantee 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 Grantor an additional sum on account of the purchase price of the granted premises equal to the product of (i) the number of such additional square feet of gross floor area, and (ii) the Base Purchase Price (as described in said Development Agreement) in effect at the time such additional sum is payable as aforesaid;

(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;

(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 ;

(22) shall not devote the granted premises to or for uses which render said granted premises exempt from real estate taxes; and

(23) 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 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 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.

The agreements and covenants in said paragraphs (1) to (23), both inclusive, other than paragraphs (2), (8), (22) and (23), 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 paragraphs (2), (22) and (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 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 (23), 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 (23), 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 (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 encumbrances prior to such completion, and for remedies including a right of termination and revesting 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 revesting 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 (22) and except as otherwise provided in said Certificate of Completion, paragraph (23), 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 rental 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.

, 19

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
Cambridge 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

C O N T E N T S

<u>Section</u>	<u>Page</u>
ARTICLE I. PREPARATION OF PROPERTY FOR REDEVELOPMENT	
101. Work To Be Performed by Agency	1
102. Expenses, Income, and Salvage	1
103. Agency's Responsibilities for Certain Other Actions	2
104. Waiver of Claims and Joining in Petitions by Redeveloper	3
ARTICLE II. RIGHTS OF ACCESS TO PROPERTY	
201. Right of Entry for Utility Service	3
202. Redeveloper Not To Construct Over Utility Easements	3
203. Access to Property	3
ARTICLE III. CONSTRUCTION PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION	
301. Plans for Construction of Improvements	4
302. Changes in Construction Plans	5
303. Evidence of Equity Capital and Mortgage Financing	5
304. Approvals of Construction Plans and Evidence of Financing As Conditions Precedent to Conveyance	5
305. Commencement and Completion of Construction of Improvements	5
306. Progress Reports	6
307. Certificate of Completion	6

Section

Page

ARTICLE IV. RESTRICTIONS UPON USE OF PROPERTY

401. Restrictions on Use	7
402. Covenants; Binding Upon Successors in Interest; Period of Duration	7
403. Agency and United States Rights To Enforce	8

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

501. Representations As to Redevelopment	8
502. Prohibition Against Transfer of Shares of Stock; Binding Upon Stockholders Individually	9
503. Prohibition Against Transfer of Property and Assignment of Agreement	10
504. Information As to Stockholders	12

ARTICLE VI. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

601. Limitation Upon Encumbrance of Property	12
602. Mortgagee Not Obligated To Construct	13
603. Copy of Notice of Default to Mortgagee	13
604. Mortgagee's Option To Cure Defaults	13
605. Agency's Option To Pay Mortgage Debt or Purchase Property	14
606. Agency's Option To Cure Mortgage Default	15
607. Mortgage and Holder	15

ARTICLE VII. REMEDIES

701. In General	15
702. Termination by Redeveloper Prior to Conveyance	15
703. Termination by Agency Prior to Conveyance	16

<u>Section</u>	<u>Page</u>
704. Revesting Title in Agency Upon Happening of Event Subsequent to Conveyance to Redeveloper	17
705. Resale of Reacquired Property; Disposition of Proceeds	18
706. Other Rights and Remedies of Agency; No Waiver by Delay	19
707. Enforced Delay in Performance for Causes Beyond Control of Party	19
708. Rights and Remedies Cumulative	20
709. Party in Position of Surety With Respect to Obligations	20
ARTICLE VIII. MISCELLANEOUS	
801. Conflict of Interests; Agency Representatives Not Individually Liable	21
802. Equal Employment Opportunity	21
803. Provisions Not Merged With Deed	22
804. Titles of Articles and Sections	22

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 Construction Plans as approved by the Agency. The term "Improvements", 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 changes to 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 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 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 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, unl (i) such default or breach be by the purchaser or lessee, or any succes in interest to or assign of such individual part or parcel with respect 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 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, indicati in adequate detail in what respects the Redeveloper has failed to compl the Improvements in accordance with the provisions of the Agreement, or otherwise in default, and what measures or acts it will be necessary, i the opinion of the Agency, for the Redeveloper to take or perform in or 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 part of the Redeveloper for itself, and such successors and assigns, th the Redeveloper, and such successors and assigns, shall:

- (a) Devote the Property to, and only to and in accordance with, th 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 here shall be covenants running with the land and that they shall, in any eve 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 an 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 Uni

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 a 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 or

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 revesting 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.

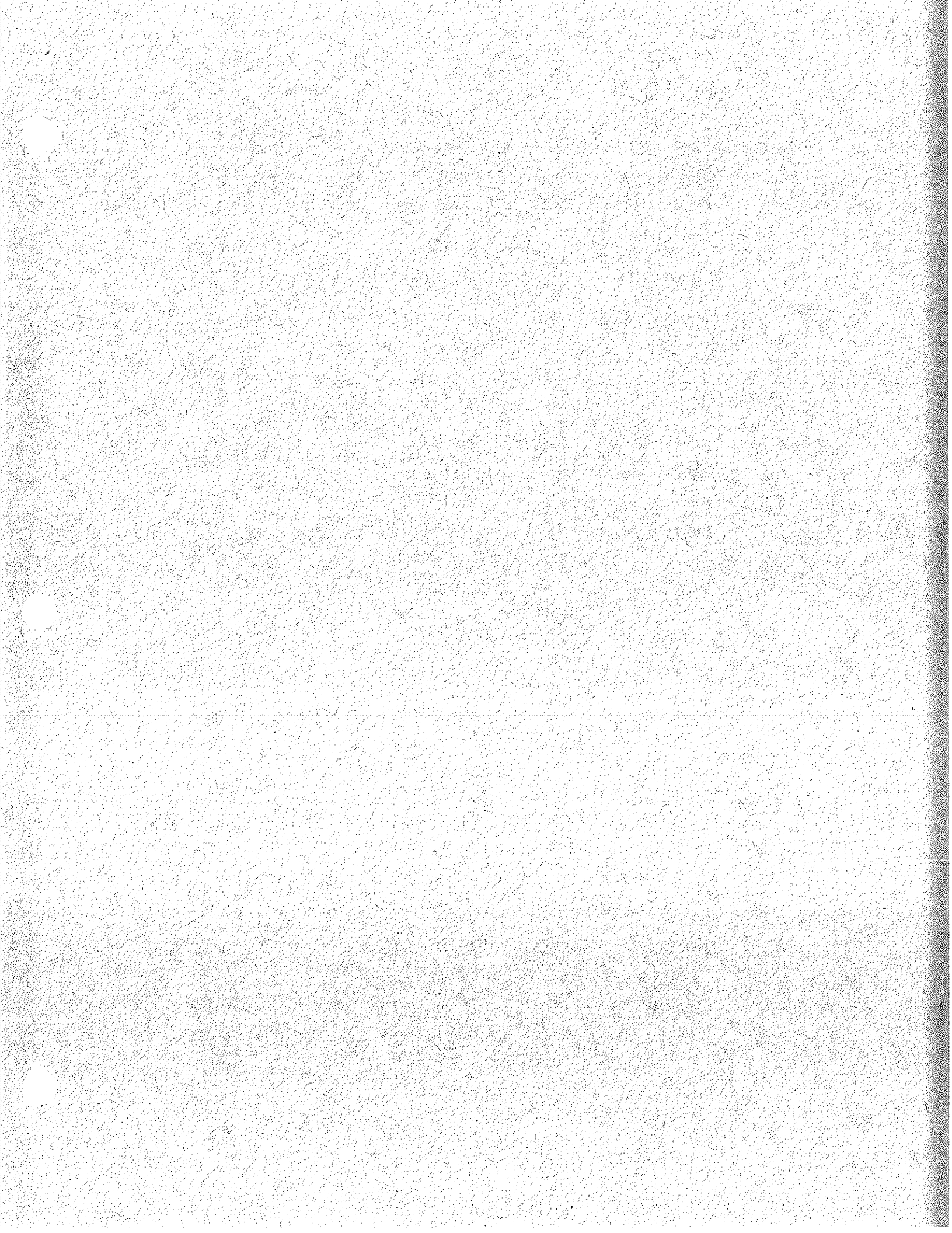


EXHIBIT G

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, and Boundary Portions of Land, in accordance with the provisions of this Agreement.

New sanitary sewers, storm drains, water service, curbs, median strips, street lighting, traffic signals and signs, and roadway interim pavement and permanent subgrade, excluding the finished pavement, have been or are currently being implemented in all street rights-of-way abutting the Development Area in accordance with the plans and specifications included in Authority Site Preparation Contracts 6 and 7.

All utility connections, and all private utility services, including those for gas, electric, steam, telephone and refuse disposal, 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 Attachment 1.

(2) Scope of Public Improvements

(a) First Individual Parcel Improvements

1. Underground Utility Services

Sanitary sewers, storm drains, and water services have been provided on Binney Street and the proposed Pedestrian Way adjacent to the border of the Development Area of Tract 1 of the First Individual Parcel and have the capacity 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: curbs, sidewalks "(Type A)", street lighting, trees and other landscaping, on the southerly side of Binney Street from the easterly side of the proposed Pedestrian Way to the westerly property line of Tract 1 of the First Individual Parcel; sidewalk, area lighting, trees and other landscaping, benches, and waste receptacles, for the proposed Pedestrian Way for public use, from Binney Street to a point adjacent to the southerly property line of the First Individual Parcel.

(b) Subsequent Public Improvements

1. Underground Utility Services

Sanitary sewers, storm drains, and water services

have been provided adjacent to the border of the Development Area. Such utilities have the capacity 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 have been or shall be made as described below and at the following locations:

- a. Final surface improvements to Broadway from the easterly side of the proposed Pedestrian Way to the Western Connector; to the Western Connector from Broadway to Fulkerson; to Binney Street from Fulkerson Street to the westerly property line of Tract 1, including: finished street pavement, curbs, sidewalks, median strips, street lighting, traffic signals and signs, trees and other landscaping. The sidewalks on the Western Connector and Binney Street shall be "(Type A)". The sidewalk on the northerly side of Broadway shall be "(Type B)".
- b. Sidewalk, area lighting, trees and other landscaping, benches, and waste receptacles, for the proposed Pedestrian Way for public use, from Binney Street to Broadway.

The maximum cost to the Authority for such Pedestrian Way shall not exceed \$125,000.

(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 and for the proposed Pedestrian Way, and in such case shall substitute temporary improvements until such later construction stage operations are completed by the Developer and others, 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 have been or shall be made by the Authority:

- (a) Temporary bituminous concrete sidewalk on the southerly side of Binney Street from the westerly boundary of Tract 1 of the First Individual Parcel to the easterly side of the Western Connector right-of-way.
- (b) Temporary bituminous concrete sidewalk on the Pedestrian Way from the southerly boundary of Tract 1 to Broadway.
- (c) Temporary loam and seed (to be maintained by the Developer after the first season) of the entire area bounded by Broadway, Western Connector, Binney Street, and the Pedestrian Way, excluding land to be purchased by the

Developer as Tract 1 of the First Individual Parcel and land used for temporary parking in support of Tract 1, or for construction staging. The maximum cost to the Authority for such work shall not exceed \$100,000.

(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 with the approval of 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 have been provided for the Development on Parcel 2 in accordance with the drawings and specifications included in Site Preparation Contract 6 currently underway.

(b) 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.

(c) Subsequent Public Improvements

All permanent street improvements in the public rights-of-way abutting and in support of development on the Development Area, including all necessary curbs, sidewalks and finished pavement for streets and for the proposed Pedestrian Way, street lighting, traffic signals and signs, trees and other landscaping, benches, and waste receptacles, 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.

(d) Proposed Pedestrian Way

The proposed Pedestrian Way shall be done phase-by-phase coterminously with the completion by the Developer of its improvements on abutting tracts.

(5) Developer Maintenance of Temporary 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 costs.

(7) 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 pedestrian way and the areas located between the property line of the Parcel 2 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 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.

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 2 hereto or by mutually agreed alternatives.

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
Curb and base materials	Type VA-4 granite curb on 6" crushed stone base
Sidewalk pavement and base materials (Type A)	4" cement concrete over 8" gravel base approximately 5'-8' wide and planted grass strips of variable widths
Sidewalk pavement and median pavement and base materials (Type B)	4" cement concrete over 8" gravel base approximately 10'-15' wide
<u>II. UTILITIES</u>	
Street lighting	IES Standards with 1.2 F.C. average maintained illumination. Street lighting to be provided in accordance with agreement between City of Cambridge and Cambridge Electric Light Co.
Traffic signals and signs	As appropriate, and as determined and approved by the Authority, and other approving agencies.
Sanitary sewers	Vitrified clay and/or reinforced concrete pipe.
Storm drains	Vitrified clay and/or reinforced concrete pipe.
Water service	Ductile irons and/or case iron pipe and fittings.

Public Improvement	Standard
<u>III. LANDSCAPING</u>	
Trees	Common species, suitable for urban street planting, single row; abutting public rights-of-way of 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.
<u>IV. TEMPORARY IMPROVEMENTS</u>	
Sidewalks	2-1/2" bituminous concrete over 9-1/2" gravel base, and including bituminous concrete ber
Loam and seed	Screened loam and seed mixture, as appropriate, and as determined and approved by the Authority.
<u>V. PEDESTRIAN WAY</u>	
Paving materials	4" cement concrete over 8" gravel base approximately 10'-15' wide.
Benches	Wood benches with contoured seat and back, approximately 8' long, assembled on steel frame; or Authority-approved equivalent.
Waste receptacles	Steel frame anchored in cement concrete base with removable steel receptable liner; or Authority-approved equivalent.

Attachment 2

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 horticulturalist.

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.

FORM OF

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

WHEREAS, the Authority is the owner of certain land 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 Parcel 2 of the Kendall Square Urban Renewal 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 obligations to build structured parking;

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

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 Parcel 2 shall at no time exceed 125,000 square feet unless otherwise agreed by the parties), 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) the price per square foot which shall be in effect as at such day; namely, 68.4 cents per square foot on any day during 1982 and increased by 10% cumulatively on any day during each successive calendar year, and proportionately at the same rate for partial monthly periods at the commencement and termination of the term of this Lease Agreement, 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 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. Subject to the approval of the Authority and the concurrence of HUD, if required, upon submission to the Authority of proof of such expenses satisfactory to the Authority, the Lessee shall receive a credit against said rental for expenses incurred for site preparation activities and improvements constructed for such temporary on-grade parking of up to 50% of such expenses or \$100 per parking space, whichever is lower, with a maximum of 300 temporary on-grade parking spaces to be constructed on Parcel 2 unless otherwise agreed to in writing by the Authority.

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 the 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 TO DEVELOPMENT AGREEMENT

AMENDMENT NO. 1, dated as of April 24, 1987, to Development Agreement dated April 14, 1982, between Cambridge Redevelopment Authority (the "Authority") and Cambridge Center Associates (the "Developer").

WHEREAS, at the Developer's request the Authority is willing to undertake certain soil studies on portions of the Parcel 2 Development Area prior to further development, and the Developer has agreed to pay certain costs thereof as set forth below;

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

- (1) The Authority shall retain appropriate consultants, to be selected with the reasonable approval of the Developer, and shall cause such studies to be conducted as may be determined to be appropriate to the extent of the funds committed by the Developer under Paragraph (2), in consultation with and with the participation of the Developer. Based on the results of such studies but without assuming any obligation to the Developer with respect to the condition of the area or any remediation

actions, the Authority shall pursue such reviews and approvals with relevant governmental agencies as may be required, in consultation with and with the participation of the Developer, it being the mutual intent of the parties to resolve as quickly as possible any obstacles to the continued development by the Developer of the present remaining available land within the Parcel 2 Development Area by the Developer pursuant to the Development Agreement.


- (2) The consultant costs incurred for all the work described in paragraph (1), conducted on or prior to May 1, 1988, shall be borne by the Developer up to a maximum of \$200,000 or such higher amount if any as may be agreed to in writing by the Developer in its discretion. Payments by the Developer shall be made either by reimbursement to the Authority or by direct payment to the consultants as may be applicable.
- (3) Paragraph B(1)(c) of the Development Agreement is hereby amended so that notwithstanding anything to the contrary in that Paragraph, the Authority shall be entitled to exercise the remedies set forth in that Paragraph only in the case of a failure of the

Developer to meet the cumulative construction commencement minimum schedules contained within that Paragraph from time to time subsequent to the expiration of 5 years after the first anniversary of the date of the First Parcel Approval, and not for any such failure prior to that date. The parties hereby acknowledge that the date of the First Parcel Approval was May 21, 1982.


- (4) Except as herein amended, the Development Agreement 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: 
Chairman

CAMBRIDGE CENTER ASSOCIATES

By: 
Mortimer B. Zuckerman,
General Partner

By: 
Edward H. Linde,
General Partner

AMENDMENT TO DEVELOPMENT AGREEMENT

AMENDMENT NO. 2, dated as of April 1, 1988, to Development Agreement, dated April 14, 1982, as previously amended (herein as so amended called the "Development Agreement") between CAMBRIDGE REDEVELOPMENT AUTHORITY (the "Authority") and CAMBRIDGE CENTER ASSOCIATES (the "Developer").

WHEREAS, the Authority and the Developer desire to make certain further changes in the Development Agreement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby mutually agree as follows:

- (1) Paragraph B(1)(a) of the Development Agreement is hereby amended by adding the following additional subparagraph at the end thereof:

*deleted
by
1991
Amendment*

"Notwithstanding anything to the contrary contained in this Development Agreement, the Developer shall have the right, in regard to any one or two or, with the written agreement of the Authority, greater number of Individual Parcels within a portion or all of the Parcel 2 Development Area hereinafter defined as the "Election Area", to elect, by written notice to the Authority given prior to the execution of the supplemental land disposition contract for such Individual Parcel (any such elected Individual Parcel being hereinafter referred to as an "Elected Individual Parcel"), to have the right to use said Elected Individual Parcel for any use within the classifications of Office Uses as provided in subsections 14.212 (1), (2), (3) and (4) of Article 14.000 of the Cambridge Zoning Ordinance (as the same is contained in Exhibit AA to the Development Agreement). Any such election by the Developer shall automatically make any such Elected Individual Parcel subject to the price adjustment specified in Paragraph B(2)(a) hereof. The Election Area shall be the area within the Parcel 2 Development Area shown on Exhibit AAA attached hereto as the same may hereafter be amended by the mutual written agreement of the parties."

- (2) Paragraph B(2)(a) of the Development Agreement is hereby amended by adding the following subparagraphs immediately after the first subparagraph thereof:

*deleted
by 1991
Amendment*

"Notwithstanding anything to the contrary above, in regard to any Elected Individual Parcel as the same is defined in Paragraph B(1)(a) above, but subject to the provisions of the following subparagraph, the following land price schedule shall apply in lieu of the price schedule first set forth in the foregoing subparagraph:

For The First Elected Individual Parcel

<u>Price per Square Foot of Gross Floor Area Built</u>	<u>Period after the Date of First Parcel Approval</u>
--	---

\$5.50	Within 6 years and 6 months
--------	--------------------------------

increased by ten percent (10%) per year cumulatively within each successive one (1) year period thereafter.

For Any Additional Elected Individual Parcel

<u>Price per Square Foot of Gross Floor Area Built</u>	<u>Period after the Date of First Parcel Approval</u>
--	---

\$6.90	Within 6 years and 6 months
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increased by ten percent (10%) per year cumulatively within each successive one (1) year period thereafter.

"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 Parcel 2 Development Area at the time shall exceed five hundred thousand (500,000) 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."

- (3) Paragraph B(1)(c) of the Development Agreement is hereby amended by striking subparagraphs (i), (ii), (iii), (iv) and (v) thereof and by substituting in place thereof the following seven subparagraphs:

"(i) subsequent to December 21, 1988 (being the expiration of 6 years and 7 months after the date of the First Parcel Approval), if the Developer shall prior to December 21, 1988 not have commenced construction, as part of the Parcel 2 Development, of improvements containing at least a total of 261,000 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

"(ii) subsequent to May 21, 1991 (being the expiration of nine years after the date of the First Parcel Approval), if the Developer shall prior to May 21, 1991 not have commenced construction, as part of the Parcel 2 Development, of improvements containing at least a total of 362,000 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 May 21, 1992 (being the expiration of ten years after the date of the First Parcel Approval), if the Developer shall prior to May 21, 1992 not have commenced construction, as part of the Parcel 2 Development, of improvements containing at least a total of 420,000 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 May 21, 1993 (being the expiration of eleven years after the date of the First Parcel Approval), if the Developer shall prior to May 21, 1993 not have commenced construction, as part of the Parcel 2 Development, of improvements containing at least a total of

480,000 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

"(v) subsequent to May 21, 1995 (being the expiration of thirteen years after the date of the First Parcel Approval), if the Developer shall prior to May 21, 1995 not have commenced construction, as part of the Parcel 2 Development, of improvements containing at least a total of 580,000 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

"(vi) subsequent to the expiration of 156 months after the date of the First Parcel Approval, or

"(vii) 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."

- (4) Paragraph B(5)(b) of the Development Agreement is hereby amended by changing the maximum number of parking spaces for Parcel 2 from 1,000 to 1,200.
- (5) There is added to the Exhibits to the Development Agreement a new Exhibit AAA which is attached hereto.
- (6) The Authority consents to the construction by the Developer of one or two buildings within the Election Area as presently shown on Exhibit AAA attached hereto not exceeding ninety-five (95) feet in height (exclusive of features appurtenant to the buildings which are usually carried above roofs and any and all other structures which are otherwise permitted above maximum building heights) provided that any such building is otherwise in compliance with the requirements of this Agreement, the Renewal Plan and the zoning requirements of the City of Cambridge and the Developer is not in default under the supplemental land disposition contract or deed with respect to the Individual Parcel on which such building is or is to be located at any time during and upon the completion of the construction of the respective building.

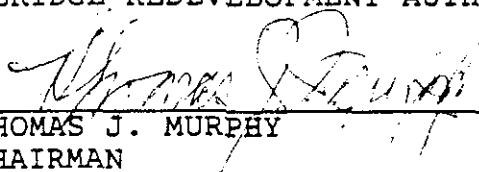
(7) The Developer hereby consents and agrees that the term of the Renewal Plan shall be and hereby is extended by five years so that the date "August 30, 1995" shall be and hereby is changed to "August 30, 2000" wherever the same appears in the Development Agreement or any exhibit thereto, any supplemental 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 grantee of Individual Parcels to execute and deliver, appropriate instruments, requested by the Authority to implement the foregoing extension.

(8) 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

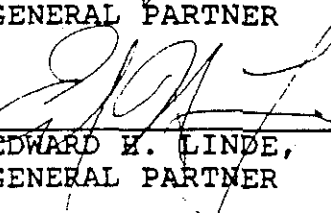

THOMAS J. MURPHY
CHAIRMAN

CAMBRIDGE CENTER ASSOCIATES

By


MORTIMER B. ZUCKERMAN,
GENERAL PARTNER

By


EDWARD H. LINDE,
GENERAL PARTNER

LEGAL DESCRIPTION

ELECTION AREA

A certain tract of land situated on the northerly side of Broadway in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point in the northerly line of Broadway at the southwesterly corner of the granted premises which is located S 60° 30' 18" E a distance of One Hundred Eighty-Seven and Twenty-Four Hundredths feet (187.24') from the point of curvature of the northerly side of Broadway and the easterly side of Binney Street; thence,

N 29° 29' 42" E a distance of Ninety-Three and No Hundredths feet (93.00') to a point; thence

S 60° 30' 18" E a distance of One Hundred Forty-Three and No Hundredths feet (143.00') to a point; thence

N 29° 29' 42" E a distance of Two Hundred Seven and No Hundredths feet (207.00') to a point; thence

S 60° 30' 18" E a distance of Two Hundred Eighteen and Forty-Five Hundredths feet (218.45') to a point; thence

S 29° 31' 14" W a distance of Three Hundred and No Hundredths feet (300.00') along the westerly boundary of abandoned Sixth Street to a point; thence

N 60° 30' 18" W a distance of Three Hundred Sixty-One and Thirty-Two Hundredths feet (361.32') bounding the northerly line of Broadway Street to the point of beginning.

The above tract of land in Cambridge, Massachusetts, contains 78,815 square feet, more or less, as shown on a plan entitled "Exhibit AAA to Amendment No. 2 to Parcel 2 Development Agreement, Plan of Election Area"; prepared for Cambridge Redevelopment Authority; dated April 1, 1988; prepared by Allen, Demurjian, Major & Nitsch, Inc.; Scale 1" = 40'.

AMENDMENT TO PARCEL 2 DEVELOPMENT AGREEMENT

AMENDMENT NO. 3, dated as of March 19, 1990, to the Development Agreement, dated April 14, 1982, as amended by Amendment No. 1, dated April 24, 1987 and by Amendment No. 2, dated April 1, 1988, by and between CAMBRIDGE REDEVELOPMENT AUTHORITY (the "Authority") and CAMBRIDGE CENTER ASSOCIATES (the "Developer")(as so amended, the "Development Agreement").

WHEREAS, the Authority and the Developer desire to make certain further changes in the Development Agreement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which is hereby severally acknowledged, the parties do hereby mutually agree as follows:

- (1) Paragraph B(2)(b) of the Development Agreement is hereby amended by deleting from both line 9 and line 45 of said Paragraph the phrase "divided by 500" and by substituting therefore in said places the phrase "divided by 427".
- (2) 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 written above.

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

MC199/hg

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. Tulumieri
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. Tulimieri
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. Tulimieri:

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.

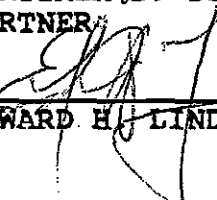
WITNESS the execution hereof under seal as of the day and
year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By 

CAMBRIDGE CENTER ASSOCIATES

By 
MORTIMER B. ZUCKERMAN, GENERAL
PARTNER

By 
EDWARD H. LINDE, GENERAL PARTNER

AMENDMENT NO. 6 TO PARCEL 2 DEVELOPMENT AGREEMENT

AMENDMENT NO. 6 TO PARCEL 2 DEVELOPMENT AGREEMENT

(hereinafter the "Parcel 2 Sixth 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 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.

2. 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 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.

3. The Parcel 2 Development Agreement and the Parcel 3 and 4 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 2 Development Agreement as hereinafter set forth and (b) concurrently with the execution of this Amendment to execute Amendment No. 9 to the Parcel 3 and 4 Development Agreement (the "Parcel 3 and 4 Ninth 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 2 Development Agreement (as amended by Paragraph 3 of the Parcel 2 Second Amendment, 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)(C) and B(3) of this Amendment, the Authority shall be entitled to terminate the Parcel 2 Development Agreement by written notice to the Developer (the "Authority's Termination

Notice") and if the Authority so terminates the Parcel 2 Development Agreement, the Authority 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"), at any time

- (i) subsequent to October 1, 1994, if prior to the later to occur of (a) the giving of the Authority's Termination Notice pursuant to this Paragraph and (b) October 1, 1994, 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 "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 at least 120,000 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 December 31, 1999, if prior to the later to occur of (a) the giving of the Authority's Termination Notice pursuant to this Paragraph and (b) December 31, 1999, the Developer shall not have commenced construction since the Date of this Amendment as part of the Parcel 2 Development of improvements which (not including any parking facility) total cumulatively on the Parcel 2 Development Area at least 230,000 square feet of gross floor area, and shall at the time not be diligently constructing or have completed such improvements, or
- (iii) subsequent to December 31, 2004, if prior to the later to occur of (a) the giving of the Authority's Termination Notice pursuant to this Paragraph and (b) December 31, 2004, the Developer shall not have commenced construction since the Date of this Amendment as part of the Parcel 2 Development of improvements which total (not including any parking facility) cumulatively on the Parcel 2 Development Area at least 350,000 square feet of gross floor area, and shall at the time not be diligently constructing or have completed such improvements, or

- (iv) subsequent to December 31, 2009, if prior to the later to occur of (a) the giving of the Authority's Termination Notice pursuant to this Paragraph and (b) December 31, 2009, the Developer shall not have commenced construction since the Date of this Amendment as part of the Parcel 2 Development of improvements which total (not including any parking facility) cumulatively on the Parcel 2 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 30, 2010, 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 (other than the "NPLP SLDC", as hereinafter defined) 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.

The Authority's right to terminate the Parcel 2 Development Agreement as provided in subparagraphs (i),

(ii), (iii), (iv), (v) and (vi) above shall apply to the Parcel 2 Development Agreement only and shall not apply to the Parcel 3 and 4 Development Agreement. The Authority's right to terminate the Parcel 2 Development Agreement as provided in subparagraphs (i), (ii), (iii) and (iv) above, but not the Authority's termination right as provided in subparagraphs (v) and (vi), is hereinafter referred to as the "Authority's Parcel 2 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 2 Development Agreement and the provisions of Paragraph B(14) of the Original Parcel 2 Development Agreement (as amended by Paragraph B(5) of the 1991 Amendment to Development Agreements).

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

2. (A) The Developer and the Authority currently contemplate that the Authority shall enter into a supplemental land disposition contract (the "NPLP SLDC") pursuant to the Parcel 2 Development Agreement with North Parcel Limited

Partnership, a Massachusetts limited partnership ("NPLP"), as redeveloper, respecting the portion of the Parcel 2 Development Area owned by the Authority as of the Date of this Amendment; provided that the failure to enter into the NPLP 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 2 Development Agreement, as amended by this Amendment.

(B) 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 3 and 4 Ninth Amendment.

(C) Notwithstanding any term or provision of this Amendment to the contrary, the Authority's Parcel 2 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, 2000, the Developer shall not have made a payment or payments to the Authority (any such payment being hereinafter referred to as an "Additional Parcel 2 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, 2000 of any Parcel 2 Individual Parcels, (but excluding any such purchase price to the extent paid by NPLP for the purchase of any Parcel 2 Individual Parcel pursuant to the NPLP SLDC or by application of the Existing Development Deposit or any "Additional Parcel 3 and 4 Development Deposits" (as defined in Paragraph B(2)(D) below) pursuant to Paragraph

B(2)(D) below), cumulatively equals at least Two Hundred Seventy-Four Thousand and Fifty Dollars (\$274,050.00), and

- (ii) after the Date of this Amendment and on or before December 1, 2002, 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 2 Development Deposit"), which, together with (x) the cumulative purchase price paid to the Authority after the Date of this Amendment and on or before December 1, 2002 of any Parcel 2 Individual Parcels either in cash, by wire transfer or by application of any Additional Parcel 2 Development Deposits made as provided in subparagraph (i) above pursuant to Paragraph B(2)(D) below (but excluding any such purchase price to the extent paid by NPLP for the purchase of any Parcel 2 Individual Parcel pursuant to the NPLP SLDC, or by application of the Existing Development Deposit or any Additional Parcel 3 and 4 Development Deposits pursuant to Paragraph B(2)(D) below) and (y) any Additional Parcel 2 Development Deposits made as provided in subparagraph (i) above which have not been applied as provided in Paragraph B(2)(D) below to the

purchase price of any Parcel 2 Individual Parcel, cumulatively equals at least Three Hundred Thirty-Three Thousand Four Hundred Fifty Dollars - (\$333,450.00), and

- (iii) after the Date of this Amendment and on or before June 1, 2005, 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 2 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, 2005 of any Parcel 2 Individual Parcels either in cash, by wire transfer or by application of any Additional Parcel 2 Development Deposits made as provided in subparagraphs (i) and (ii) above pursuant to Paragraph B(2)(D) below (but excluding any such purchase price to the extent paid by NPLP for the purchase of any Parcel 2 Individual Parcel pursuant to the NPLP SLDC or by application of the Existing Development Deposit or any Additional Parcel 3 and 4 Development Deposits pursuant to Paragraph B(2)(D) below) and (y) any Additional Parcel 2 Development Deposits made pursuant to subparagraphs (i) and (ii) above which have not

been applied as provided in Paragraph B(2)(D) below to the purchase price of any Parcel 2 Individual Parcel, cumulatively equals at least Four Hundred Forty-Six Thousand One Hundred Seventy-Five Dollars (\$446,175.00), and

- (iv) after the Date of this Amendment and on or before December 1, 2007, 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 2 Development Deposit"), which, together with (x) the cumulative purchase price paid to the Authority after the Date of this Amendment and on or before December 1, 2007 of any Parcel 2 Individual Parcels either in cash, by wire transfer or by application of any Additional Parcel 2 Development Deposits made as provided in subparagraphs (i), (ii) and (iii) above pursuant to Paragraph-B(2)(D) below (but excluding any such purchase price to the extent paid by NPLP for the purchase of any Parcel 2 Individual Parcel pursuant to the NPLP SLDC or by application of the Existing Development Deposit or any Additional Parcel 3 and 4 Development Deposits pursuant to Paragraph B(2)(D) below) and (y) any Additional Parcel 2 Development Deposits made pursuant to

subparagraphs (i), (ii) and (iii) above which have not been applied as provided in Paragraph B(2)(D) below to the purchase price of any Parcel 2 Individual Parcel, cumulatively equals at least Five Hundred Forty-One Thousand and Twelve and 50/100 Dollars (\$541,012.50).

(D) Pursuant to the Parcel 3 and 4 Ninth Amendment, the Developer shall have the right to make certain payments to the Authority which are referred to in the Parcel 3 and 4 Ninth Amendment and hereinafter referred to as "Additional Parcel 3 and 4 Development Deposits". The Existing Development Deposit, any Additional Parcel 2 Development Deposits made pursuant to Paragraph B(2)(C) above and any Additional Parcel 3 and 4 Development Deposits made pursuant to the Parcel 3 and 4 Ninth 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)(D) or as provided in the Parcel 3 and 4 Development Agreement (a) shall be applied, (i) 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, or (ii) 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 (b) at the election of the Developer, shall be returned directly to the Developer, upon receipt by the Authority of the purchase price of any Parcel 2 Individual Parcel conveyed pursuant to the NPLP SLDC, in an amount equal to the lesser of (x) said purchase price and (y) the amount of the said Development Deposit which have not been so applied by or returned to the Developer. 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.

(E) If (i) 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 or (ii) as of August 31, 1995 the expiration date of

the Renewal Plan shall have not been extended until August 30, 2010 as provided in Paragraph B(9) 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 2 Individual Parcels, or returned to the Developer as provided in Paragraph B(2)(D) above or Parcel 3 Individual Parcels or Parcel 4 Individual Parcels pursuant to the Parcel 3 and 4 Ninth 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)(E) is included in the Parcel 3 and 4 Ninth Amendment and any payment of the Net Proceeds under the Parcel 3 and 4 Ninth Amendment shall be deemed to be a payment of the Net Proceeds under this Paragraph B(2)(E).

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 2 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) 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, (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. INTENTIONALLY OMITTED.

5. Paragraph B(9) of the 1991 Amendment to Development Agreements is hereby amended by adding after the words "then the Base Purchase Price for any such Parcel 2 Individual Parcel" the

following words: "(other than any Parcel 2 Individual Parcel conveyed pursuant to the NPLP SLDC)."

6. The first sentence of the third paragraph of Paragraph A(2) of the Original Parcel 2 Development Agreement, as amended by Paragraph B(8) of the 1991 Amendment to Development Agreements, is deleted in its entirety and replaced with the following:

The uses permitted in the Parcel 2 Development Area shall be those uses defined in Article 14.000 of the Cambridge Zoning Ordinance for the MXD District as in effect currently or hereafter as it may be amended from time to time and permitted under the classification of either Light Industry uses or Office uses (or, if such classification is provided Office and Biotechnology Manufacturing uses), but shall not include any uses which render the land or the improvements thereon exempt from real estate taxes unless such land 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.

7. Section 9(r) of Part I of Exhibit F to the Original Parcel 2 Development Agreement, as amended by Paragraph B(19) of the 1991 Amendment to Development Agreements, is hereby amended, in the case of the NPLP 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: ", provided that notwithstanding the foregoing, the Authority may permit, as determined by the Authority in its discretion, (x) restrictions by limited partners of the partnership on the control of the partnership by Mortimer B. Zuckerman and Edward H. Linde as general partners in limited circumstances, and (y) provisions allowing the transfer of more than fifty percent (50%) of the general partnership interest and more than fifty percent (50%) of the total partnership interest to a limited partner of the partnership other than Mortimer B. Zuckerman and Edward H. Linde in limited circumstances; 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 (in each case, a "Biogen Ground Lease"), of each Tract to Biogen Realty Limited Partnership or an another affiliate of Biogen, Inc. (in each such case, a "Biogen Entity"), or the undertaking by a Biogen Entity at its sole cost and expense, of the construction of the Improvements, provided that, in the event of such undertaking by the Biogen Entity, the Biogen Entity 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 "Biogen Assumption Agreement") in form satisfactory to the Biogen Entity 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 the Biogen Entity to the Redeveloper (or any affiliate thereof) under any Biogen Ground Lease, (other than by virtue of the granting of a mortgage to such Biogen Entity by the Redeveloper in order to secure a loan by such Biogen Entity to the Redeveloper for the purposes of funding the purchase of the Tract and other expenses related to the acquisition and development of the Tract and other obligations of the Redeveloper to the Biogen Entity relating to the acquisition and development of the Tract (a "Biogen Loan")), (ii) the fee interest in no portion of such Tract shall be conveyed to such Biogen Entity (other than by virtue of a Biogen Loan) and (iii) no portion of such Tract or the Improvements shall be occupied by the Biogen Entity (except for purposes of construction of the Improvements), without the prior written consent of the Authority. Upon entering into a Biogen Ground Lease and a Biogen Assumption Agreement, (i) a Biogen Entity 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 such Biogen Entity's option, to cure or remedy such breach or default as if such Biogen Entity 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, such Biogen Entity 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 such Biogen Entity is diligently proceeding with the construction of the Improvements in accordance with this Agreement."

8. The Authority and the Developer hereby confirm their intention and agreement upon the execution of the Original Parcel 2 Development Agreement and hereby confirm such intention and agreement as applicable to the Parcel 2 Development Agreement as amended, that to the fullest extent legally possible (a) the

terms and conditions of the Parcel 2 Development Agreement shall be covenants running with that portion of the Parcel 2 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 2 Development Agreement and those Parcel 2 Individual Parcels conveyed pursuant to the terms of the Parcel 2 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 2 Development Agreement, against the Authority, its successors and assigns, and any subsequent owner of the Authority's Land.

9. 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" and upon the implementation of such extension wherever the same appears in the Parcel 2 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 2 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.

10. Section 2(c) of Part I of Exhibit F of the Original Parcel 2 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."

11. The Concept Design Plan attached to the Original Parcel 2 Development Agreement as Exhibit B, as it may have been amended, is hereby deleted in its entirety and shall be of no further force and effect and the Exhibit B Concept Design Plan attached to this Amendment as Schedule A is substituted therefor.

12. The words "between 420,000 and 770,000 square feet of gross floor area" in the twelfth (12th) line of the second (2nd)

paragraph of Paragraph A(2) of the Original Parcel 2 Development Agreement are hereby deleted in their entirety and shall be of no further force and effect and the following words are substituted therefor: "between 420,000 and 975,000 square feet of gross floor area."

13. Notwithstanding any term or provision of the Parcel 2 Development Agreement to the contrary, the Authority and the Developer hereby agree that any default or failure to perform under or termination of the NPLP SLDC, shall not affect or impair the rights and obligations of the Authority and the Developer under the Parcel 2 Development Agreement and that the Parcel 2 Development Agreement shall remain in full force and effect in accordance with its terms notwithstanding any such default, failure to perform under, or termination of, the NPLP SLDC.

14. Section 22 of the Form of Deed in Exhibit F to the Original Parcel 2 Development Agreement is hereby amended by adding the following words at the end thereof: "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."

15. Except as herein amended, the Parcel 2 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.

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

Schedule A

EXHIBIT B

The Concept Design Plan documents attached hereto illustrate the proposed development to be constructed by the Developer on the Parcel 2 Development Area and presently contemplated to consist of approximately 500,000 - 975,000 square feet of gross floor area.

The Concept Design Plan documents reflect development completed to date and describe a plan which illustrates a general intent for the design of the balance of development on the Parcel 2 Development Area. 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 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 and subject to the provisions of paragraph 11 of Amendment No. 4 to the Development Agreement to which this Exhibit is attached.
- (2) Proposed public street corridor alignments and widths, easements, and Development Area property line descriptions. These are described in Exhibit A.

The parking, vehicular access and circulation plan for the Development Area has been implemented by the construction of two internal service roadways with curb cuts on Broadway and Binney Street and of the North Garage and three buildings have been completed on the Development Area at Ten, Eleven and Fourteen Cambridge Center. In subsequent design phases, these completed elements and the following approved elements of the Concept Design Plan documents shall serve as the basis for future design refinements:

- (1) Proposed densities and development square footages and potential general locations, orientations, and configurations for buildings but not specific locations, footprints or configurations thereof.
- (2) Overall pedestrian circulation plan.

EXHIBIT B

CONCEPT DESIGN PLAN

1. Written submission of Development Program dated September 17, 1993.
2. Plans (prepared by ADD, Inc. and dated June 30, 1993) consisting of:

CD-1	Context Plan
CD-2A	Circulation, First Floor & Illustrative Parcelization Plan, Alternate A
CD-2B	Circulation, First Floor & Illustrative Parcelization Plan, Alternate B
CD-3	Sections
CD-4	Roof Plan
CD-5	Signage Locations
CD-6	Alternative Plans for 11 Cambridge Center

CONCEPT DESIGN PLAN

Cambridge Center/Parcel 2

September 17, 1993

a. Development Program

(i) Written Narrative of Development Strategy and Design Intent.

Basic Approach. Our approach to the development of Parcel 2 has two major components: the first, an overall master plan that permits the phased development of a series of individual buildings that, upon completion, will be integrated by design elements and by functional relationships; second, a marketing approach that focuses on identifying users for buildings designed to meet their pre-committed requirements.

Design Intent. A basic vocabulary of materials and fenestration has been established, reflected in the buildings completed to date, that permits flexibility in the design of each building and yet assures that the completed project will have an overall coherence of materials and appearance. The vocabulary is based in the use of brick facades with a range of types of fenestration (punch window, ribbon window and curtainwall) and the use of brick is also intended to tie Parcel 2 together with the development of Parcels 3 and 4.

Relation to Adjacent Areas. Parcel 2 has three basically different types of adjacent areas, and the plan reflects differing treatments for the relevant borders of the parcel in each case.

For the facade of the buildings facing on Broadway, all of which have been completed, a setback of the lower floors softens the impact of the buildings themselves on Broadway and at the same time provides a buffer that will respect the necessary privacy of the users of ground floor space.

For the eastern facades of the buildings constructed adjacent to the pedestrian way along the eastern border of the site (following the route of former Sixth Street), a continuing effort will be made to enhance the quality of the pedestrian way through the use of materials, forms and landscaping that enhances this border. Our ability to achieve this objective will continue to be constrained by the necessarily superseding requirement that buildings be designed in a manner that will respect the requirements of their users for privacy, security and efficiency in the organization of interior uses. We recognize that such uses as company dining rooms or cafeterias would be particularly desirable along this facade, and would permit the development of actively used open spaces abutting the pedestrian area; however, our ability to develop such uses in these areas and to use glass on the lower (and even upper) levels of the buildings will be dependent upon the requirements of the building users in each case.

Finally, along Binney Street and Galileo Galilei Way, the exteriors of the buildings will primarily consist of more typical building facades. In this area the most significant consideration is the relationship of building height to the "transition zone" between Parcel 2 and residential areas beyond, and particularly as this may be affected by development on the northwest corner of the Parcel. To respond appropriately to the transition zone, the total height of buildings shall be limited as follows: (a) for that

portion of Parcel 2 that is north of the currently existing location of the steam line crossing Parcel 2 and also within forty (40) feet of the property line along Binney Street or Galileo Galilei Way, the total height of buildings including any mechanical space or equipment shall not exceed eighty (80) feet; and (b) for the remainder of the portion of Parcel 2 that is north of the steamline location and west of the North Garage, the height limit shall be ninety (90) feet plus mechanical space or equipment. The height limits in these areas will thus be lower than the limit of ninety-six (96) feet plus mechanical contained in the Urban Renewal Plan for Parcel 2 as a whole.

Open Space and Pedestrian Circulation. The development of the parcel will include three different kinds of open space.

As reflected in the completed development, there is a significant, landscaped open space area facing on Broadway between the buildings in front of the garage, and a similar though somewhat smaller space at the northern end of the garage facing Binney Street. These spaces have a "soft" finish primarily of grass and plant material, with little or no paving except for pedestrian walkway accesses to the garage.

A second type of open space comprises the areas between the buildings and the borders of the site on Binney Street and along the pedestrian way, and the additional space between the buildings and the interior service streets. These areas have been and will be treated with soft materials, primarily grass and plantings, and are conceived of as primarily a visual amenity.

Finally, the plan anticipates open space along the axes separating the buildings (or partially separating connected buildings) that run parallel to Broadway, anticipated as a minimum of 30 feet wide in all cases. These are conceived of primarily as buffer landscaping, but may also include interior pedestrian ways that connect the buildings both to the adjacent exterior public ways (Binney Street and the pedestrian way) and to the parking garage at the interior of the site. Accordingly, they will be finished with either or both of soft landscaping and hard paved surfaces depending on their use.

Building Entrances and Service Areas. The balance of development will most probably be comprised of buildings that will have both their main building entrances and their service entrances facing on the interior service streets. The planning guideline will be to site entrances and service so that they pair with the entrances and service areas of the buildings to which they will be adjacent.

(ii) Ranges of Proposed Densities.

The overall intensity of use may range from a minimum of approximately 500,000 square feet on the Development Area to a maximum of 975,000 square feet. Some possible combinations of density by subparcel and in total are shown on the plans.

(iii) Schedule of Site Improvements.

To be provided by the Developer: all improvements within the Development Area, including any costs of relocation of the Development Area, including any costs of relocation of the existing steam line within the Development Area.

(iv) Graphics Concept and Standards.

The graphics element for Parcel 2 will be consistent in style (e.g., the use of Helvetica style type) and content with the graphics being employed by Cambridge Center Associates as Developer of Parcels 3 and 4. The objective is to use the graphics element to strengthen the relationship of Parcel Two to Parcels Three and Four and to enhance the perception of the entire area as a single project in Cambridge Center. Signage content, design and location will be as completed on the Development Area to date or otherwise illustrated in the material titled "Parcel 2 Site Signage" dated February 21, 1990 attached to this Exhibit.

AMENDMENT NO. 7 TO PARCEL 2 DEVELOPMENT AGREEMENT

AMENDMENT NO. 7 TO PARCEL 2 DEVELOPMENT AGREEMENT (hereinafter the "Parcel 2 Seventh 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 April 14, 1982 (the "Original Parcel 2 Development Agreement") as amended by the Prior Amendments (described below) (as so amended and inclusive of all exhibits thereto, collectively, the "Parcel 2 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 2 of the Kendall Square Urban Renewal Area (the "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 sometimes referred to collectively as the "Development Area") upon the terms and conditions set forth in the Parcel 2 Development Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Parcel 2 Development Agreement.

The Prior Amendments consist of the following:

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");

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. 6 to Parcel 2 Development Agreement dated September 29, 1993 (the "Parcel 2 Sixth 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 2 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 2 Development Agreement.

3. Pursuant to a certain Supplemental Land Disposition Contract for Parcel 2 (the "NPLP SLDC"), dated as of October __, 1993, between the Authority and North Parcel Limited Partnership, a Massachusetts limited partnership ("NPLP") the sole general partner of which is North Parcel Corporation, a Massachusetts corporation ("NPC"), the Authority agreed to convey to NPLP in stages and NPLP agreed to purchase from the Authority and redevelop in stages, the developable area within Parcel 2 of the Kendall Square Urban Renewal Area (the "Urban Renewal Area") which has not been previously conveyed pursuant to the Parcel 2 Development Agreement, as shown on Schedule B to the NPLP SLDC, upon the terms and conditions set forth in the NPLP SLDC.

4. 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 2 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 2 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 2 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 2 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 2 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 2 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 2 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 2 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 2 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 2 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.* The Authority acknowledges and agrees that all payments of Development Deposits and purchase prices pursuant to the Parcel 2 Development Agreement shall now and hereafter be deemed to have been made by BPLP, and that all references in the Parcel 2 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 2 Development Agreement including, without limitation, construction by NPLP or any ground lessee of NPLP pursuant to the terms of the NPLP SLDC. 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 2 Development Agreement (as amended through the Parcel 2 Sixth Amendment) and Paragraphs

B(2)(B), B(2)(C) and B(2)(E) of the Parcel 2 Sixth Amendment, Paragraph B(2)(D) of the Parcel 2 Sixth Amendment is hereby deleted in its entirety and the following paragraph is substituted therefor:

"Pursuant to the Parcel 3 and 4 Ninth Amendment, the Developer shall have the right to make certain payments to the Authority which are referred to in the Parcel 3 and 4 Ninth Amendment and hereinafter referred to as "Additional Parcel 3 and 4 Development Deposits." The Existing Development Deposit, any Additional Parcel 2 Development Deposits made pursuant to Paragraph B(2)(C) above and any additional Parcel 3 and 4 Development Deposits made pursuant to the Parcel 3 and 4 Ninth 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)(D) or as provided in the Parcel 3 and 4 Development Agreement (a) shall be applied, (i) 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, or (ii) 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 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, or (b) at the election of the Developer, shall be returned directly to the Developer, upon receipt by the Authority of the purchase price of any Parcel 2 Individual Parcel conveyed pursuant to the NPLP SLDC, in an amount equal to the lesser of (x) said purchase price and (y) the amount of such Development Deposit which has not been so applied by or returned to the Developer. 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)(D), 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."

6. *Transfers.*

(a) Paragraph B(11) of the Parcel 2 Development Agreement (*as amended most recently by the Parcel 2 Sixth 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 2 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. *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 2 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 2 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 2 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 2 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 2 Fourth 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 2 Fourth 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 2 Fourth 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 2 Fourth 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.

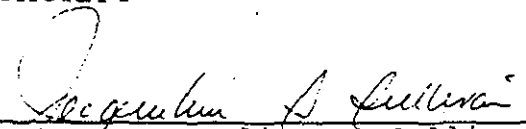
8. It is understood and acknowledged that nothing in this Amendment, including without limitation the amendments contained in Sections 6(b) and 7(a) above with respect to the form of Supplemental Land Disposition Contract attached as Exhibit F to the Parcel 2 Development Agreement, is intended to or does in any way modify any provisions of the NPLP SLDC. Any modifications to the NPLP SLDC shall be made by separate instrument between the Authority and NPLP.

9. Except as herein amended, the Parcel 2 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. It is understood and acknowledged that the amendments herein made to the Parcel 2 Development Agreement shall not affect any Supplemental Land Disposition Contract previously entered into pursuant to the Parcel 2 Development Agreement as heretofore constituted (including the Supplemental Land Disposition Contract dated as of October __, 1993 between the Authority and North Parcel Limited Partnership), or with respect to any land conveyed under any such Supplemental Land Disposition Contract. In furtherance of, and without limiting the generality of, the foregoing, it is understood and agreed that all references to the Parcel 2 Development Agreement in the NPLP SLDC shall be deemed references to the Parcel 2 Development Agreement as it existed prior to the execution and delivery of this Amendment No. 7.

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 2 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 2 Development Agreement as if no assignment had occurred, and this Amendment (excluding, however, this sentence) shall be void and the Parcel 2 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. Lynde, President and
Chief Executive Officer

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AMENDMENT NO. 8 TO PARCEL 2 DEVELOPMENT AGREEMENT

AMENDMENT NO. 8 TO PARCEL 2 DEVELOPMENT AGREEMENT (hereinafter the "Parcel 2 Eighth Amendment" or the "Amendment") dated as of July 4th, 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 April 14, 1982 (the "Original Parcel 2 Development Agreement"), as amended by the 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 (the "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.

2. 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 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 hereinafter sometimes referred to individually as the "Parcel 3 Development Area" and "Parcel 4 Development Area," respectively, and collectively as the "Parcel 3 and 4 Development Area") 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; and
- Amendment No. 12 to Parcel 3 and 4 Development Agreement dated March 11, 1998.

3. The Parcel 2 Development Agreement and the Parcel 3 and 4 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 2 Development Agreement as hereinafter set forth and (b) concurrently with the execution of this Amendment to execute Amendment No. 13 to the Parcel 3 and 4 Development Agreement (the "Parcel 3 and 4 Thirteenth 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) It is understood and agreed that, pursuant to the terms and provisions of the Parcel 3 and 4 Thirteenth Amendment, the Developer is required to make certain "Residential Development Deposits" on account of the "Residential Development Rights" (as those terms are defined in the Parcel 3 and 4 Thirteenth Amendment).

(B) Any Residential Development Deposits made by the Developer which have not been previously applied or returned to the Developer as provided in Paragraph B(2) of the Parcel 3 and 4 Thirteenth Amendment 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 Paragraph B(3) of the Parcel 3 and 4 Thirteenth Amendment 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).

(C) If 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, 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(1)(B) 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(1)(C) is included in the Parcel 3 and 4 Thirteenth Amendment and any payment of the Net Proceeds under the Parcel 3 and 4 Thirteenth Amendment shall be deemed to be a payment of the Net Proceeds under this Paragraph B(1)(C).

2. (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 2 Development Agreement and/or the Parcel 3 and 4 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 such 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.

3. The Authority and the Developer hereby confirm their intention and agreement upon the execution of the Original Parcel 2 Development Agreement and hereby confirm such intention and agreement as applicable to the Parcel 2 Development Agreement as amended, that to the fullest extent legally possible (a) the terms and conditions of the Parcel 2 Development Agreement shall be covenants running with that portion of the Parcel 2 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 2 Development Agreement and those Parcel 2 Individual Parcels conveyed pursuant to the terms of the Parcel 2 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 2 Development Agreement, against the Authority, its successors and assigns, and any subsequent owner of the Authority's Land.

4. Except as herein amended, the Parcel 2 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.

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

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

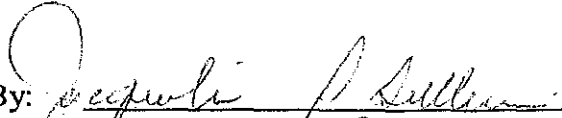
BOSTON PROPERTIES LIMITED PARTNERSHIP

By: Boston Properties, Inc., its general partner

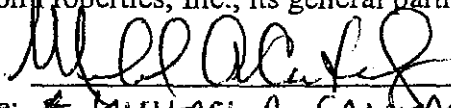
By: _____
Name: _____
Title: _____

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: MICHAEL A. CANNALUPA
Title: SENIOR VICE PRESIDENT