OPEN SPACE RESTRICTION COVENANT
(NORTH PARK)

This COVENANT, made effective this 14th day of March, 1990, by DAVID BARRETT, EDWARD H. LINDE and MORTIMER B. ZUCKERMAN, as TRUSTEES OF CAMBRIDGE CENTER NORTH TRUST (the "Grantor"), under Declaration of Trust dated August 17, 1988, recorded with Middlesex South District Registry of Deeds (hereinafter "Deeds") in Book 19383, Page 203, having its office c/o Boston Properties, 8 Arlington Street, Boston, Massachusetts.

The following are facts relevant to the execution of this Covenant:

A. The Grantor is the owner in fee of a parcel of land in Cambridge, Massachusetts, containing 91,845 square feet, or 2.11 acres, more or less, and shown as Tract IV on a plan entitled "Parcel 2 Plan of Land in Cambridge, MA., prepared for Boston Properties", prepared by Allen Demurjian-Major & Nitsch, and dated May 2, 1989 (the "Subdivision Plan"), which is to be recorded with Deeds concurrently herewith, and also shown as Tract IV on a plan entitled "Master Easement Plan in Cambridge, MA, prepared for Boston Properties", sheets 1 through 12, prepared by Allen Demurjian Major & Nitsch, and dated November 7, 1988, and finally revised April 5, 1989 (the "Easement Plan"), to be recorded with Deeds concurrently herewith. The Grantor intends to improve Tract IV by constructing thereon a multi-level parking garage structure (the "Garage").

B. Contained within Tract IV is an area containing 7,815 square feet, or 0.18 acres, more or less (the "North Park Open Space Area") which is shown on Sheet 11 of the Easement Plan as "Open Space Easement".

C. Pursuant to the provisions of Article II, Paragraph 10 of that certain Parcel 2 Easement Agreement (Master Utility and Access Easements) (hereinafter the "Easement Agreement") dated of even date herewith between and among the Grantor, the Cambridge Redevelopment Authority (the "CRA"), and David Barrett, Edward H. Linde and Mortimer B. Zuckerman, as they are Trustees of both Fourteen Cambridge Center Trust, u/d/t dated February 4, 1982 and recorded with Deeds in Book 14707, Page 96 ("14 CCT") and Eleven Cambridge Center Trust, u/d/t dated April 15, 1983 and recorded with Deeds in Book 15014, Page 396 ("11 CCT"), to be recorded concurrently herewith, the CRA has granted to the Grantor rights and easements (the "Easement") to use the North Park Open Space Area for the purpose of installing and maintaining grass, walkways, shrubs and other forms of landscaping and public amenities, with the intent that the Grantor will dedicate of record the North Park Open Space Area as public open space for the benefit of the general public.
D. Dedication of the North Park Open Space Area to such public benefit comports with the requirements of Section 14.42 of the Zoning Ordinance for the City of Cambridge (the "Zoning Ordinance"), which requires that a minimum of 100,000 square feet within the Cambridge Center Mixed Use Development District (the "MXD District") which is contained within the "Kendall Square Urban Renewal Project" established by the CRA pursuant to Urban Renewal Plan dated August 30, 1965 as amended by Revised Amendment No. 1, dated October, 1977 and as further amended by Amendment No. 2, dated May 19, 1981, be reserved or dedicated as public open space. The restrictions on the North Park Open Space Area hereby imposed by the Grantor are intended to satisfy, in part, the aforesaid public open space requirement of the Zoning Ordinance.

NOW THEREFORE, the Grantor hereby imposes the following restrictions on the North Park Open Space Area, and assumes the following obligations in connection therewith:

(a) The North Park Open Space Area shall be used only: (1) to provide light and air to the surrounding buildings and improvements; (2) for scenic, recreational, or similar purposes; (3) for subsurface utility services and stormwater drainage; (4) for pedestrian ingress and egress to and from the Garage and (5) for such other purposes as are specified in the Easement Agreement. The North Park Open Space Area shall be open and available to the community use of residents and lessees of, and visitors to, the MXD District, seven days a week, during the period commencing one hour after sunrise and ending one hour before sunset; provided that Grantor may (i) after 15 days' prior written notice to the City Manager of the City of Cambridge, or his successor or designee, adopt reasonable rules and regulations for purposes of safety and security to persons and property, with respect to the use and operation of the North Park Open Space Area, which rules and regulations may, inter alia, modify the days and hours during which the North Park Open Space Area shall be open and available for community use as aforesaid; and (ii) adopt such additional rules and regulations as may be approved by said City Manager, or his successor designee, which approval shall not be unreasonably withheld or delayed. The notice to said City Manager hereinabove required must set forth the proposed rules and regulations, a brief explanation of the reason for such rules and regulations, the proposed effective date of such rules and regulations and an offer to meet with said City Manager, or his successor or designee, to discuss such rules and regulations. The Grantor shall use reasonable efforts to so consult with said City Manager, or his successor or designee, at least 10 days prior to the implementation of such proposed rules and regulations.

(b) No such rules and regulations shall be valid if they are at variance with the requirements of the Zoning Ordinance that the North Park Open Space Area be open and available to the community use of the residents, lessees and visitors to the MXD District for reasonable amounts of time on a regular basis.
(c) The aforesaid restriction regarding the use and enjoyment of the North Park Open Space Area shall be a burden on Tract IV, and shall run to the benefit of, and shall be enforceable by, the City of Cambridge.

(d) The Grantor covenants and agrees to keep in effect, or cause to be kept in effect, at all times, general liability insurance naming the City of Cambridge and the CRA as parties 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 for property damage and not less than $50,000 for medical payments (or such greater limits as said City Manager, or his successor or designee, or the CRA, or its successor public body, may reasonably request from time to time) due to alleged incidents occurring on or about the North Park Open Space Area or the other areas to be open and available for community use pursuant to the terms hereof. Upon request therefor, the Grantor shall promptly furnish, or cause to be furnished promptly, to the CRA and the City of Cambridge evidence, reasonably satisfactory to the CRA and the City of Cambridge, that the aforesaid insurance is being maintained.

(e) The Grantor covenants and agrees to maintain, or cause to be maintained, the North Park Open Space Area and all improvements thereto (including, without limitation, landscaping) in an attractive, good, clean and sanitary condition, free of debris, and all pedestrian paths and passageways located on the North Park Open Space Area shall be maintained sufficiently free of snow and ice to provide adequate and safe pedestrian access.

(f) This Covenant shall terminate automatically without the requirement of the execution or recordation of any further instrument of termination, upon the earlier of (i) the date on which the Garage to be constructed upon Tract IV, or any substantial part thereof, no longer exists by reason of casualty or taking; and (ii) forty (40) years from the date hereof.

(g) Subject to the provisions of the preceding paragraph (f), this Covenant may not be amended, modified or terminated except by a majority vote of the City Council of the City of Cambridge and with the approval of the Grantor, its successors-in-title and assigns.

(h) The rights and obligations of the Grantor hereunder (including, without limitation, the right to adopt rules and regulations pursuant to the terms hereof) shall be appurtenant to and a burden upon Tract IV and shall run to the benefit of, and be enforceable by, the City of Cambridge.
IN WITNESS WHEREOF, the Grantor has caused this Covenant to be duly executed, under seal, on the day and year first above written.

CAMBRIDGE CENTER NORTH TRUST

By: [Signature]

David Barrett, Trustee as aforesaid, not individually

By: [Signature]

Edward H. Linde, Trustee as aforesaid, not individually

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss. March 19, 1990

Then personally appeared the above-named DAVID BARRETT, Trustee of Cambridge Center North Trust, and acknowledged the foregoing instrument to be his free act and deed, as Trustee, before me,

[Signature]

NOTARY PUBLIC
My Commission Expires: [SEAL]

FRANK D. BURT, NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 4, 1991