OPEN SPACE RESTRICTION COVENANT
(SOUTH 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 "North Trust"), 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, DAVID BARRETT, EDWARD H. LINDE and MORTIMER B. ZUCKERMAN, as TRUSTEES OF TEN CAMBRIDGE CENTER TRUST ("10 CCT"), under Declaration of Trust dated March 9, 1988, recorded with Deeds in Book 18921, Page 233 and DAVID BARRETT, EDWARD H. LINDE and MORTIMER B. ZUCKERMAN, as TRUSTEES OF ELEVEN CAMBRIDGE CENTER TRUST ("11 CCT"), under Declaration of Trust dated April 15, 1983, recorded with Deeds in Book 15014, Page 396 (collectively, all of the above are hereinafter sometimes referred to as the "Grantor").

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

A. North Trust 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 & 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. North Trust intends to improve Tract IV by constructing thereon a multi-level parking garage structure (the "Garage").

B. 10 CCT is the owner in fee of a parcel of land in Cambridge, Massachusetts, containing 49,110 square feet, or 1.13 acres, more or less and shown as Tract III on both the Subdivision Plan and the Easement Plan.

C. 11 CCT is the owner in fee of a parcel of land in Cambridge, Massachusetts, containing 37,860 square feet, or 0.87 acres, more or less and shown as Tract II on both the Subdivision Plan and the Easement Plan.

D. Contained within Tracts II, III and IV is a parcel of land containing 13,970 square feet, or 0.32 acres, more or less (the "South Park Open Space Area") which is shown on Sheet 11 of the Easement Plan as "Open Space Easement". The South Park Open Space Area is largely, but not wholly, contained within Tract III.
A narrow portion of the South Park Open Space Area, along its northwesterly boundary, is contained within Tract II and another portion of the South Park Open Space Area, along its northeasterly boundary, is contained within Tract IV.

E. 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"), 11 CCT and David Barrett, Edward H. Linde and Mortimer B. Zuckerman, as Trustees of Fourteen Cambridge Center Trust, u/d/t dated February 4, 1982 ("14 CCT"), recorded with Deeds in Book 14707, Page 96, the CRA, predecessor in title to 10 CCT in respect of Tract III, and 11 CCT have granted to North Trust rights and easements (the "Easement") to use the South 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 North Trust will dedicate of record the South Park Open Space Area as public open space for the benefit of the general public.

F. Dedication of the South 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 South 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 South Park Open Space Area, and assumes the following obligations in connection therewith:

(a) The South 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, sanitary sewer and stormwater drainage; (4) for pedestrian ingress and egress to and from the garage; and (5) for such other purposes are specified in the Easement Agreement. The South 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 South Park Open Space Area, which rules and regulations may, inter alia, modify the days and hours during which the South 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 South 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 South Park Open Space Area shall be a burden on the Easement and Tract II, Tract III and Tract IV, respectively, 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 South 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 South 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 South 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 exist by reason of casualty or taking; or (ii) the date on which the office building improvements to be constructed upon Tract III, or any substantial part thereof, no longer exist by reason of casualty or taking; or (iii) 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 the Easement and Tract IV and, subject to subparagraph (i) below, upon Tract II and Tract III, and shall run to the benefit of, and be enforceable by, the City of Cambridge.

(i) for purposes of subparagraphs (a), (d), (e) and (g) hereof, North Trust covenants and agrees to be solely responsible for the obligations of the Grantor as provided hereunder and in the Easement Agreement; and 10 CCT and 11 CCT agree that North Trust shall have exclusive right to exercise the rights of Grantor as provided hereunder and in the Easement Agreement, without any requirement of prior approval or ratification by 10 CCT or 11 CCT.

IN WITNESS WHEREOF, the undersigned have 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 A. Hale, Trustee as aforesaid, not individually
TEN CAMBRIDGE CENTER TRUST
By:  
DAVID BARRETT, Trustee as aforesaid, not individually

By:  
EDWARD H. LINDE, Trustee as aforesaid, not individually

ELEVEN CAMBRIDGE CENTER TRUST
By:  
DAVID BARRETT, Trustee as aforesaid, not individually

By:  
EDWARD H. LINDE, Trustee as aforesaid, not individually

Cambridge Redevelopment Authority, for itself, and its successors and assigns, hereby joins in this Covenant for the purpose of consenting to and acknowledging the delegation of rights and obligations set forth in paragraph (i).

Attest:

[Seal]

CAMBRIDGE REDEVELOPMENT AUTHORITY
By:  
Name: Thomas J. Murphy
Title: Chairman

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

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

[Signature]
NOTARY PUBLIC
My Commission Expires: APRIL 4, 1991
[SEAL] FRANK D. BURT, NOTARY PUBLIC
MY COMMISSION EXPIRES

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

Then personally appeared the above-named THOMAS J. MURPHY, Chairman of the CAMBRIDGE REDEVELOPMENT AUTHORITY, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Cambridge Redevelopment Authority, before me,

[Signature]
NOTARY PUBLIC
My Commission Expires: 3/30/95
[SEAL]