OPEN SPACE RESTRICTION COVENANT
(TRACT IVB)

This COVENANT, made effective as of this 11th day of March, 1998, by BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership, having its office c/o Boston Properties, Inc., 8 Arlington Street, Boston, Massachusetts 02116 (the "Grantor").

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 5,297 square feet, more or less ("Tract IVB"), which is shown as "Tract IVB" on a plan entitled "Property Line Plan, Tract IVA & IVB of Parcel 3, Cambridge, MA," prepared by Allen & Major Associates, Inc., and dated January 9, 1998 (the "Property Line Plan"), to be recorded with the Middlesex South District Registry of Deeds concurrently herewith, and also shown as "Tract IVB" on a plan entitled "Master Easement Plan, Tract IVA & IVB of Parcel 3, Cambridge, MA," sheets E-1 through E-2, prepared by Allen & Major Associates, Inc. and dated January 9, 1998 (the "Easement Plan"), to be recorded concurrently herewith with said deeds and a print of said Easement Plan is attached as an Exhibit to an original counterpart of the Easement Agreement (hereinafter defined) to be filed with the Middlesex South Registry District of the Land Court concurrently herewith.

B. Contained within Tract IVB is a parcel of land containing 4,807 square feet, more or less, which is shown as the "Tract IVB Public Open Space Easement Area" on sheet E-2 of the Easement Plan (the "Tract IVB Open Space Area").

C. Pursuant to the provisions of Article II, Paragraph 4B of that certain Parcel 3 Easement Agreement (Master Utility and Access Easements) dated as of October 29, 1997 by and between the Grantor and the Cambridge Redevelopment Authority (the "CRA") recorded with said Deeds on November 4, 1997 as Instrument No. 155 and filed with said Registry on November 4, 1997 as Document No. 1045790, as amended by First Amendment to Parcel 3 Easement Agreement of even date herewith to be concurrently recorded with said Deeds and filed with said Registry (hereinafter, as so amended, the "Easement Agreement"), Grantor has agreed to dedicate of record the Tract IVB Open Space Area as public open space for the benefit of the general public and to use the Tract IVB Open
Space Area for the purpose of installing and maintaining grass, walkways, shrubs and other forms of landscaping and public amenities.

D. Dedication of the Tract IVB 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, as further amended by Amendment No. 2, dated May 19, 1981 and as further amended by Amendment No. 3, dated June 11, 1993, and as further amended by Amendment No. 4, approved by the CRA on April 15, 1997, be reserved or dedicated as public open space. The restrictions on the Tract IVB 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 Tract IVB Open Space Area, and assumes the following obligations in connection therewith:

(a) The Tract IVB 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 (including, without limitation, gas, electric, telephone and cable), water service and stormwater drainage; (4) for pedestrian ingress and egress to and from the improvements on Tract IVB and the other improvements that may be constructed from time to time on Tract III, Tract IVA and Parcel B shown on the Property Line Plan; and (5) for such other purposes as are specified in the Easement Agreement. The Tract IVB 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 fifteen (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 Tract IVB Open Space Area, which rules and regulations may, inter alia, modify the days and hours during which the Tract IVB 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 hereinafore 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, at least ten (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 Tract IVB 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 Tract IVB Open Space Area shall be a burden on Tract IVB, and shall run to the benefit of, and shall be enforceable by, the City of Cambridge. The Tract IVB Open Space Area shall be subject to and burdened by the "Tract IVA & IVB Telephone, Electric and Cable Easement" and the "Access and Utility Easement #2B", each as defined in the Easement Agreement.

(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 Tract IVB 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 Tract IVB 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 Tract IVB 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 improvements to be constructed upon Tract IVB, or any substantial part thereof, no longer exist by reason of casualty or taking; or (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 the Tract IVB Open Space Area and Tract IVB and shall run to the benefit of, and be enforceable by, the City of Cambridge.

IN WITNESS WHEREOF, the undersigned has caused this Covenant to be duly executed, under seal, on the day and year first above written.

BOSTON PROPERTIES
LIMITED PARTNERSHIP

By: Boston Properties, Inc.,
its sole general partner

By: [Signature]

Name: Michael A. Cantalupa
Title: Vice President
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss.                              March 12, 1998

Then personally appeared the above-named Michael A. Cantalupa, a Vice President of Boston Properties, Inc., the general partner of Boston Properties Limited Partnership, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation and limited partnership, before me,

[Signature]
NOTARY PUBLIC
My Commission Expires:

JAMES L. BLACK, JR.
NOTARY PUBLIC
My Commission Expires July 13, 2001