

**DONATION AGREEMENT
BETWEEN THE DISTRICT OF COLUMBIA GOVERNMENT
AND BOSTON PROPERTIES, Inc. ("Agreement")**

1. BOSTON PROPERTIES, Inc. ("Donor") agrees to make a donation to DISTRICT DEPARTMENT OF TRANSPORTATION ("DDOT") of two hundred fifty thousand dollars (\$250,000) to be used as set forth in this Agreement. The donation is being given without any expectation of special treatment by the government.
2. The donation will be used to assist DDOT with the design, engineering, and construction of a new traffic signal at the intersection of 22nd and I streets, NW. The donation is for an authorized purpose because it is consistent with the functions and purposes of DDOT, a District of Columbia government agency.
3. The donation is being made on the condition that the agency agrees to use the donation for the particular purpose stated in this agreement. If DDOT does not use the full balance of the financial donation, the Donor gives its express consent and authorization to the agency to use the remaining balance in the same or subsequent fiscal years for the same or similar authorized purpose, as reviewed and approved by the D.C. Ethics Officer. Otherwise, the Government of the District of Columbia will mail a refund check to the donor in the amount of any remaining balance.


<input type="checkbox"/>	Yes, with my consent all remaining funds may be applied toward another D.C. Government program with a similar purpose in this fiscal year or subsequent years.
<input checked="" type="checkbox"/>	No, please refund all remaining funds to the donor.
<input type="checkbox"/>	Not Applicable

Please check the appropriate box.


4. The Donor has agreed to donate any additional funds necessary to complete the design, engineering, and construction of a new traffic signal at the intersection of 22nd and I streets, NW. If additional funds are necessary and commercially reasonable, DDOT will provide the Donor with invoices from the District's contractor justifying the additional expense. DDOT and the Donor will notify the Office of Partnerships and Grants Services (OPGS) of the additional funds to be donated and document the modification in writing at that time.
5. The Donor has read and agrees to be bound by the Rules of Conduct regarding Donations set forth in Mayor's Memorandum 2002-1, dated January 8, 2002.
6. To the best of the Donor's knowledge, the Donor is not aware of any transactions pending before any agency or the District government involving the Donor, nor any litigation pending against the government involving the Donor, other than the pending appeal of a Zoning Commission Order by the Foggy Bottom Association to the D.C. Court of Appeals in Case No. 07-AA-1197.

7. The District of Columbia government acknowledges that systems are in place for the donation to be accepted by the government and the use of the donation may be properly tracked as required by the Section 115 of the District of Columbia Appropriations Act, 2003, Pub. L.108-7.

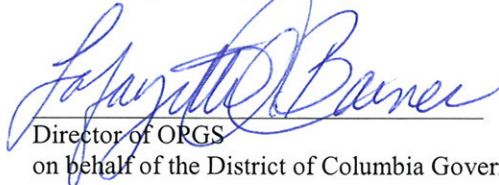
Signature of the Parties:



Date: 7/17/09
Jake Ströman
Senior Project Manager/Development
Authorized official representing the Donor



Date: 7/16/09
Gabe Klein, Director
District Department of Transportation



Date: 7/16/09
Director of ORGS
on behalf of the District of Columbia Government