

Contract Between the City of Boston and  
Allston Landing Limited Partnership Pursuant to  
Section 6A of Chapter 121A of the Massachusetts General Laws

This Agreement made as of this first day of June, 1992, under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of the Commonwealth of Massachusetts, is by and between Allston Landing Limited Partnership, a limited partnership formed under the laws of the Commonwealth of Massachusetts (hereinafter called "Allston") and the City of Boston, a municipal corporation of the Commonwealth of Massachusetts (hereinafter called the "City").

WITNESSETH THAT:

WHEREAS, by Report and Decision (the "initial Report and Decision") on the Application (the "Application") by Allston to undertake an urban redevelopment project under Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, as amended (collectively, "Chapter 121A"), approved by the Boston Redevelopment Authority (the "Authority") on January 22, 1992, as amended by a First Amendment to the Report and Decision (the "First Amendment") approved by the Authority on April 23, 1992, the Authority approved the undertaking by Allston of a project (the "Project") including, but not limited to, the lease of certain real property (the "Project Area") in Boston and the construction in phases of a manufacturing building, research, development and administrative complex and parking facility thereon (the Project and Project Area are more particularly described and referenced in the Report and Decision and First Amendment) (collectively and as further amended from time to time, the "Report and Decision"); and

WHEREAS, the first phase ("Phase 1") of the Project to be undertaken by the Owner will consist of a manufacturing facility with approximately 130,000 square feet of gross floor area and surface parking for approximately 120 parking spaces; and

WHEREAS, the Mayor of the City approved the initial Report and Decision on January 24, 1992, and the First Amendment on May 6, 1992; and

WHEREAS, the votes of the Authority and the approvals of the Mayor of the City on the initial Report and Decision and the First Amendment were filed with the office of the City Clerk on January 27, 1992, and May 7, 1992, respectively, and such approvals have become final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, pursuant to the provisions of Chapter 121A, the City and Allston have determined to enter into this Agreement.

**NOW, THEREFORE:**

1. Allston hereby agrees with the City that:

a. Subject to paragraph 5 hereof, all activities of Allston will be undertaken in accordance with the Application, the Report and Decision (including, without limitation, the Minimum Standards for the Financing, Construction, Maintenance and Management of the Project set forth in the Report and Decision) and the provisions of Chapter 121A as now in effect, which are incorporated herein by reference. Such activities of Allston will include leasing of the Project Area and Expansion Areas (as defined in the Application) and causing the Project to be constructed, maintained and managed.

b. Subject to the provisions and limitations of this Agreement, Allston will pay to the Commonwealth of Massachusetts for each calendar year during which Allston is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the urban redevelopment excise required under Section 10 of Chapter 121A (the "Excise Tax").

c. Subject to the provisions and limitations of this Agreement, Allston will pay to the City with respect to each calendar year during which Allston is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the amount (the "Differential"), if any, by which the following amounts exceed the Excise Tax for the year preceding the year in which such Excise Tax is due:

- i. with respect to each calendar year or portion thereof from the date the Project becomes subject to Chapter 121A of the General Laws to and including the date of receipt by Allston of the certificate of occupancy for Phase 1, \$.70 per square foot of gross floor area of the Phase 1 building to be constructed (pro rated for each partial year during such period); and
- ii. with respect to each calendar year or portion thereof after the date of receipt by Allston of such certificate of occupancy until the date the Project is no longer subject to Chapter 121A of the General Laws, \$2.65 per square foot of gross floor area of the Phase 1 building (pro rated for each partial year during such period), increased for each such calendar year after the first partial year by the rate of increase of the commercial/industrial tax levy in the City of Boston under Chapter 59 of the General Laws for the fiscal year ending on June 30 of such calendar year over the commercial/industrial tax levy for the fiscal year ending twelve (12) months prior to such June 30, such increase not to exceed 4.5% per annum.

The annual indexing of payments under clause (ii) above shall not be applicable to payments under clause (i) above. "Gross floor area" shall have the meaning given to it under the Boston Zoning Code in effect as of the date of this Agreement. The gross floor area of the Phase 1 building shall be as reported in writing to the Assessing Department of the City of Boston (the "Assessing Department") by the architects or engineering consultants for the Phase 1 building at or prior to the delivery of the computation described in Section (d) below.

d. Allston will cause to be delivered to the Assessing Department within forty-five (45) days of the end of each calendar year during which this Agreement is in effect a computation for such calendar year under the formula in clause (i) or (ii) above, whichever is applicable.

e. Allston will cause to be filed with the Assessing Department within one hundred twenty (120) days of the end of each such calendar year during which this Agreement is in effect an audited report with respect to Allston prepared by a certified public accountant and certified by an officer of the general partner of Allston, consisting of a statement of profit and loss, a balance sheet, a statement of receipts and disbursements for the preceding calendar year and a certified copy of the excise tax return as submitted to the Department of Revenue.

f. Allston will submit to the Commission of Assessing, or a representative of the Commissioner designated in writing, written authorization to examine all urban redevelopment excise tax returns and attachments thereto filed by Allston with the Department of Revenue.

2. Any Overpayment (as defined below) by Allston with respect to any calendar year shall be refunded by the City to Allston on an expedited basis, the Assessing Department to promptly process such claim for refund after the receipt of the notice to the City by Allston of the discovery of such overpayment. In the event that the amount of any Overpayment is not refunded prior to the date on which the next payment by Allston becomes due under this Agreement, Allston shall, notwithstanding anything else herein to the contrary, be entitled to offset the amount of such Overpayment against such next payment. For purposes of this Agreement, an Overpayment by Allston with respect to any calendar year shall include (x) amounts paid by Allston to the Commonwealth of Massachusetts with respect to the Project pursuant to Sections 10 and 15 of Chapter 121A which exceed for such calendar year the payment required for such calendar year in accordance with Section 1(c) hereof; and (y) any amounts paid by Allston or the tenant(s) of Allston to the City of Boston (i) as real estate taxes with respect to the Project pursuant to Massachusetts General Laws, Chapter 59, or (ii) as a different or additional tax resulting from the replacement of the current method of assessment of real estate taxes, in whole or in part, by a different method or type of tax or the imposition of an additional type of tax to supplement the current method of assessing real estate taxes, in either case upon Allston, the tenant(s) of Allston or the Project itself (such different or additional tax, for example, would include a general or a specific assessment, user fee, tax on real estate rental receipts or any other tax imposed on or required to be collected and paid over by Allston or the tenant(s) of Allston for the privilege of doing business in Boston, for the employ of employees in Boston or for the consummation of sales in or from Boston or levied against real estate or upon the owners or users of real estate as such rather than persons generally for any period during which this Agreement is in effect.

3. The Assessing Department hereby determines, in accordance with the seventh paragraph of Section 10 of Chapter 121A, that the fair cash value of the real and personal property constituting the Project, as of January 1, 1993, and for each succeeding January 1 until the January 1 of the year next following the year in which Allston's property tax exemption under Chapter 121A shall terminate, shall not be more than an amount which when used in the computation of the Excise Tax for or with respect to the preceding year would result in an Excise Tax of more than the amount agreed to under clauses (i) and (ii) of Section 1(c) above (as applicable).

The Assessing Department agrees to certify as to each of the foregoing fair cash value dates and amounts to the Department of Revenue and Allston on or before March 1 of each year during such period, pursuant to the second paragraph of Section 10 of Chapter 121A. The Assessing Department acknowledges that the Project constitutes all the real and personal property of the Project for which it is required to establish a fair cash value under the provisions of Section 10 of Chapter 121A.

4. The Assessing Department hereby determines, in accordance with the third paragraph of Section 10 of Chapter 121A, that the average of the assessed valuations of the land and all buildings comprising the Project and Project Area and other things erected thereon or affixed thereto on the three assessment dates (January 1, 1990, January 1, 1991, January 1, 1992) next preceding the acquisition thereof by Allston shall be \$1,689,500. In the event that, subsequent to the execution of this Agreement, abatements or other adjustments are issued for the three assessment dates referenced herein, the three year average shall be adjusted accordingly.

5. Notwithstanding any provision herein to the contrary, the obligations of Allston under this Agreement and the Application are conditioned in all respects upon the acquisition of a leasehold interest in the Project Area by Allston, upon the Project being exempt from taxation under Section 10 of Chapter 121A, and upon the gross income of Allston for purposes of Section 10 of Chapter 121A being limited to the rental income actually received by Allston from the Project. Allston shall not be held in any way liable for delays (excluding delays in the making of any required payment hereunder) which may occur in the construction, repair and maintenance of the Project, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond Allston's reasonable control. Allston agrees to use reasonable efforts to cause all such permissions, variances, permits and licenses to be secured and all such delays to be overcome.

6. This Agreement shall continue for a term commencing on the effective date of the ground lease of the Project Area from the Massachusetts Turnpike Authority to Allston and terminating on the date on which the property tax exemption provided to Allston under Chapter 121A terminates. Neither the Project nor Allston shall thereafter be subject to the obligations of Chapter 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions, and obligations of this Agreement. If such leasehold interest is not acquired by Allston by January 27, 1994, this Agreement shall be null and void and of no further force and effect.

7. Allston and the City agree that, without mutual consent, any amendment subsequent to the delivery of this Agreement of any of the provisions of Chapter 121A or of the Rules, Regulations and Standards now applicable to the Project shall not affect this Agreement.

8. All notices required pursuant to this Agreement shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, addressed in the case of the City to One City Hall Square, Boston, Massachusetts, and in the case of Allston, to Allston Landing Limited Partnership, One Kendall Square, Cambridge, Massachusetts 02139, Attention: Henry Fitzgerald, with a separate copy to David E. Rideout, Esq., Palmer & Dodge, One Beacon Street, Boston, Massachusetts 02108, and in the case of either party to such other

address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the U.S. Postal Service.

9. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each and every obligation and condition contained in this Agreement, in the Report and Decision or in any agreement or undertaking relating to the Report and Decision is and shall be construed to apply separately to the owner of any separate portion of the Project and a default by the owner of any separate portion of the Project, under this Agreement, the Report and Decision or any such agreement or undertaking shall not constitute a default by the owner of another portion or by Allston. The liability of Allston hereunder or its successors or assigns (including, without limitation, successors or assigns to a portion of the Project) shall be limited solely to the assets and property of Allston or such successors or assigns, as the case may be, with respect to the Project or portion thereof, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of Allston or such successors or assigns, from time to time, shall have or be subject to any personal liability hereunder. After any termination under Chapter 121A as to the Project or transfer of the Project and the Project Area to another party, or termination or transfer of any portion thereof, each in accordance with the Report and Decision or as otherwise approved by the Authority, Allston shall no longer be subject to the obligations hereof and shall have no further liability hereunder with respect to the Project or such portion of the Project, as the case may be, the City agreeing to look solely to any such transferee.

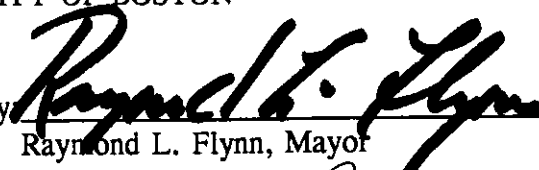
EXECUTED as a sealed instrument the day and year first above written.

CITY OF BOSTON

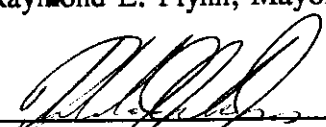
BY: \_\_\_\_\_

Albert W. Wallis  
Corporation Counsel

By: \_\_\_\_\_

  
Raymond L. Flynn, Mayor

By: \_\_\_\_\_

  
Thaddeus Jankowski, Commissioner of  
Assessing

ALLSTON LANDING LIMITED PARTNERSHIP

By: Allston Landing Corporation, its general partner

By: \_\_\_\_\_

  
David J. McLachlan  
Its Treasurer

FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF BOSTON AND  
ALLSTON LANDING LIMITED PARTNERSHIP PURSUANT TO  
SECTION 6A OF CHAPTER 121A OF THE MASSACHUSETTS GENERAL LAWS

This First Agreement (this "Amendment") made as of this thirty-first (31<sup>st</sup>) day of May, 2007, under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of the Commonwealth of Massachusetts, is by and between Allston Landing Limited Partnership, a limited partnership formed under the laws of the Commonwealth of Massachusetts (hereinafter called "Allston") and the City of Boston, a municipal corporation of the Commonwealth of Massachusetts (hereinafter called the "City").

WITNESSETH THAT:

WHEREAS, by Report and Decision (the "Initial Report and Decision") on the Application (the "Application") by Allston to undertake an urban redevelopment project under Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, as amended (collectively, "Chapter 121A"), approved by the Boston Redevelopment Authority (the "Authority") on January 22, 1992, as amended by a First Amendment to the Report and Decision (the "First Amendment to Report and Decision") approved by the Authority on April 23, 1992, the Authority approved the undertaking by Allston of a project (the "Original Project") including, but not limited to, the lease of certain real property (the "Project Area") in Boston and the construction in phases of a manufacturing building, research, development and administrative complex and parking facility thereon (the Original Project and Project Area are more particularly described and referenced in the Initial Report and Decision and First Amendment to Report and Decision). The Initial Report and Decision, as amended by the First Amendment to Report and Decision, is referred to herein as the "Original Report and Decision"; and

WHEREAS, the Mayor of the City approved the Initial Report and Decision on January 24, 1992, and the First Amendment to Report and Decision on May 6, 1992; and

WHEREAS, the votes of the Authority and the approvals of the Mayor of the City on the Initial Report and Decision and the First Amendment to Report and Decision were filed with the office of the City Clerk on January 27, 1992, and May 7, 1992, respectively, and such approvals became final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, pursuant to the Original Report and Decision, the Original Project's Chapter 121A status commenced on June 1, 1992, the "effective date" of the ground lease of the Project Area from the Massachusetts Turnpike Authority, as landlord, to Allston, as tenant; and

WHEREAS, as of June 1, 1992, Allston and the City entered into a "Contract Between the City of Boston and Allston Landing Limited Partnership pursuant to Section 6A of Chapter 121A of the Massachusetts General Laws" (the "Original 6A Contract"); and

WHEREAS, pursuant to the Original Report and Decision, the Authority approved a long-term master plan for the Project, as well as Phase I of the Original Project, which consists of 130,490 square feet; and

WHEREAS, on April 20, 2007, Allston submitted to the Authority an application entitled, "Application For Approval Pursuant To Massachusetts General Laws Chapter 121A, Section 13 And The Acts Of 1960, Chapter 652, Section 13, Both As Amended, Of The Making Of Certain Changes To The Previously Approved And Partially Developed Genzyme Allston Landing Chapter 121A Project" (the "Modification Application") in order to obtain the Authority's approval of a second amendment to the Initial Report and Decision that would authorize Allston's reduction and change in the scope of the Original Project and construction of a Phase II expansion to the Original Project. The Modification Application also asked the Authority to confirm that such changes constituted a "fundamental change" to the Original Project, and to extend the term of the Project's Chapter 121A status for an additional fifteen (15) years; and

WHEREAS, such Phase II expansion to the Original Project to be undertaken by Allston pursuant to the Modification Application will consist of office and manufacturing support areas, including a cafeteria, a raised, open-air, exterior utility platform to contain gas compressors, miscellaneous electric utility equipment, and emergency generators, and construction of additional at-grade parking spaces to increase the number of on-site surface parking space to 347. Allston's architect estimates that the gross floor area of Phase II will be approximately 88,760 square feet; and

WHEREAS, on May 8, 2007, the Authority approved the Modification Application by adopting a "Second Amendment to Report and Decision on the Genzyme Allston Landing Chapter 121A Project, for Approval of Certain Changes to Expand the Project and Related Matters under Massachusetts General Laws Chapter 121A and the Acts of 1960, Chapter 252, both as Amended and Applicable" (the "Second Amendment to Report and Decision"); the Original Report and Decision, as so amended by the Second Amendment to Report and Decision, is referred to herein as the "Amended Report and Decision", and the Original Project, as modified by the Second Amendment to Report and Decision, is referred to herein as the "Project; and

WHEREAS, the Mayor approved such Second Amendment to Report and Decision on May 30, 2007; and the vote of the Authority and approval of the Mayor were filed with the City Clerk on May 30, 2007, and such vote and approval have become final and binding pursuant to the provision of Chapter 121A; and

WHEREAS, in connection with the Second Amendment to Report and Decision, the City and Allston have agreed to amend the Original 6A Contract to extend the term thereof and to make certain other changes thereto.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Allston hereby agrees with the City that, subject to Paragraph 7 hereof below, all activities of Allston will be undertaken in accordance with the Modification Application, the Amended Report and Decision and the provisions of Chapter 121A as now in effect, which are incorporated herein by reference.

2. This Amendment shall be deemed to have amended the Original 6A Contract effective as of the date hereof. The Original 6A Contract, as amended by this Amendment, is referred to herein as the "Amended 6A Contract." All references in the Original 6A Contract and in this Amendment to the "Agreement" shall be deemed to refer to the Amended 6A Contract. Except as amended by this Amendment, the Original 6A Contract remains unchanged and in full force and effect.

3. The parties agree that the calculation of the "Differential" payable by Allston with respect to the Original Project and Phase I of the Original Project for all periods up through and including May 31, 2007 (prorated for each partial year during such period), shall be determined pursuant to the provisions of Paragraphs 1(c) and 1(d) of the Original 6A Contract, but from and after June 1, 2007, the Differential shall be determined pursuant to this Paragraph 3 and Paragraph 4 below in this Amendment. Accordingly, subject to the provisions and limitations of the Amended 6A Contract, with respect to the Project, Phase I of the Project and Phase II of the Project, Allston will pay to the City for each calendar year (or portion thereof) from and after June 1, 2007 during which Allston is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the amount (the "Differential"), if any, by which the following amounts (or portion thereof) identified in the table below as the applicable "6A Contract Amount" for each calendar year exceeds the Excise Tax (as defined in Paragraph 1(b) of the Original 6A Contract) payable by Allston such calendar year (or portion thereof):

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Calendar Year	Phase I (130,490 sq. ft.)		Phase II (88,760 sq. ft.)	
	Rate psf	6A Contract Amount (per annum)	Rate psf	6A Contract Amount (per annum)
2007	\$4.59	\$598,949	\$.57	\$50,593
2008	\$4.79	\$625,047	\$0.98	\$86,985
2009	\$4.99	\$651,145	\$2.55	\$226,338
2010	\$5.20	\$678,548	\$5.20	\$461,552
2011	\$5.42	\$707,256	\$5.42	\$481,079
2012	\$5.65	\$737,269	\$5.65	\$501,494
2013	\$5.89	\$768,586	\$5.89	\$522,796
2014	\$6.15	\$802,514	\$6.15	\$545,874
2015	\$6.41	\$836,441	\$6.41	\$568,952
2016	\$6.68	\$871,673	\$6.68	\$592,917
2017	\$6.96	\$908,210	\$6.96	\$617,770
2018	\$7.26	\$947,357	\$7.26	\$644,398
2019	\$7.57	\$987,809	\$7.57	\$671,913
2020	\$7.89	\$1,029,566	\$7.89	\$700,316
2021	\$8.22	\$1,072,628	\$8.22	\$729,607
2022	\$8.57	\$1,118,299	\$8.57	\$760,673

Allston's payment obligations for calendar year 2007 with respect to Phase II of the Project shall be the 6A Contract Amount for Phase II shown in the table. In addition, the 2022 6A Contract Amounts shown in the table above shall be prorated to reflect only the portion of calendar year 2022 during which the Project will be subject to Chapter 121A.

4. Allston shall deliver the following financial documents:

(a) To the Commissioner of Assessing, as early as possible in February, but no later than February 10, following the end of each calendar year during which the Amended 6A

Contract is in effect, a computation of the 6A Contract Amount for such preceding calendar year under the applicable formulae in Paragraph 3 of this Amendment above; and

(b) To the Commissioner of Assessing and the Collector-Treasurer of the City (“Collector-Treasurer”), on or before April 1 of each calendar year during which the Amended 6A Contract is in effect, (i) a Declaration of Liability Form (available from the Collector-Treasurer), (ii) an audited report, prepared by a Certified Public Accountant, consisting of a statement of all rental and other income, operating costs, a statement of profit and loss, a balance sheet, and a statement of disposition of funds for the preceding year for Allston, and (iii) a certified copy of Allston’s Urban Redevelopment Excise Tax Return (the “Excise Tax Return”) as submitted to DOR for the calendar year that closed on the December 31 preceding such July 1.

Allston hereby authorizes the Commissioner of Assessing, or his or her representative designated in writing, to examine from time to time all Excise Tax returns and related documents or reports filed with DOR by the Allston or its representative. No further evidence of this authorization is required.

5. Clause (x) of Paragraph 2 of the Original 6A Contract is hereby amended by deleting the phrase “the payment required for such calendar year in accordance with Section 1(c) hereof;” appearing at the end of such clause (x), and replacing it with the following new phrase: “the payment required for such calendar year in accordance with Paragraph 1(c) of the Original 6A Contract or the payment required for such calendar year in accordance with Paragraph 3 of this Amendment, as the case may be;”

6. Paragraph 3 of the Original 6A Contract is hereby amended by deleting the phrase “the amount agreed to under clauses (i) and (ii) of Section 1(c) above (as applicable)” appearing at the end of the first grammatical sentence of such Paragraph 3, and replacing it with the following new phrase: “the amount agreed to under clauses (i) and (ii) of Paragraph 1(c) of the Original 6A Contract (as applicable) or the amount agreed to under Paragraph 3 of this Amendment, as the case may be.”

7. Paragraph 6 of the Original 6A Contract is hereby amended by deleting it in its entirety and replacing it with the following new paragraph:

“6. This Amended 6A Contract shall continue for a term commencing on June 1, 1992 (i.e., the effective date of the ground lease of the Project Area from the Massachusetts Turnpike Authority to Allston) and shall terminate on May 31, 2022, the date on which the property tax exemption provided to Allston under Chapter 121A terminates. Neither the Project nor Allston shall thereafter be subject to the obligations of Chapter 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions, and obligations of this Amended 6A Contract.”

8. Upon the termination of the Amended 6A Contract, Allston shall pay or cause to be paid a gap payment to cover the time period between the termination date and the date the Project becomes taxable pursuant to General Laws, Chapter 59. The gap payment shall be equal to the payment under this Amended 6A Contract that would have been made for such period if the Project

had remained subject to this Amended 6A Contract. The gap payment shall be paid within six (6) months following the month in which the Amended 6A Contract terminates. The Project thereafter shall not be subject to the obligations of Chapter 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions, and obligations of this Amended 6A Contract as provided in Chapter 121A; provided, however, the deviations and permissions granted by the Authority pursuant to the Amended Report and Decision shall survive such termination and shall remain in effect.


9. The obligations of Allston with respect to the payment of amounts with respect to the Phase II improvements under the Amended 6A Contract, the Modification Application and the Amended Report and Decision are conditioned in all respects upon (a) the issuance of all approvals required under Allston's ground lease of the Project Area and all other permissions, variances, exceptions, permits and licenses which may be required with respect to the construction of Phase II of the Project whether or not the same were specified in the Modification Application; and (b) the Project being exempt from taxation under Section 10 of Chapter 121A. Allston shall not be held in any way liable for delays which may occur in the construction, maintenance and repair of Phase II of the Project, or otherwise, by reason of scarcity of materials of labor, labor difficulties, damage by the fire or other casualty or any other cause beyond Allston's reasonable control. Allston agrees to use reasonable efforts to cause all such permissions, variances, exceptions, permits and licenses to be secured and all such delays to be overcome.

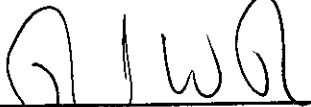
10. All notices required pursuant to the Amended 6A Contract shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, addressed as follows: in the case of the City to Commissioner of Assessing, Boston City Hall, Room 301, One City Hall Square, Boston, Massachusetts 02201, and in the case of Allston, to Allston Landing Limited Partnership, c/o Genzyme Corporation, MetroWest Summit, 11 Pleasant Street Connector, Framingham, Massachusetts 02701, Attention: Henry Fitzgerald, Vice President of Facility Operations, with a separate copy to Thomas G. Schnorr, Esq., Edwards Angell Palmer & Dodge LLP, 111 Huntington Avenue, Boston, Massachusetts 02199, and in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the U.S. Postal Service.

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EXECUTED as a sealed instrument the day and year first above written.

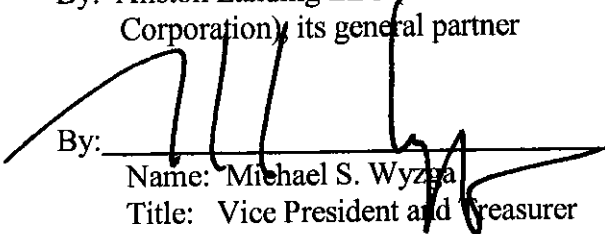
CITY OF BOSTON

By:   
Thomas M. Menino, Mayor

By:   
Ronald W. Rakow, Commissioner of Assessing

ALLSTON LANDING LIMITED PARTNERSHIP

By: Allston Landing LLC (f/k/a Allston Landing Corporation) its general partner

By:   
Name: Michael S. Wyzga  
Title: Vice President and Treasurer

APPROVED AS TO FORM  
LAW DEPARTMENT

BY   
WILLIAM F. SINNOTT  
CORPORATION COUNSEL *anc*