

**CONTRACT FOR PAYMENT IN LIEU OF TAXES
ENTERED INTO BY AND AMONG THE CITY OF BOSTON,
BOSTON REDEVELOPMENT AUTHORITY AND
MP FRANKLIN BURNHAM CO LLC**

This CONTRACT FOR PAYMENT IN LIEU OF TAXES (this "Agreement") is dated as of September 30, 2013 (the "Effective Date") by and between the CITY OF BOSTON, acting by and through its Assessing Department (the "City"), the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate created pursuant to Chapter 121B of the Massachusetts General Laws, as amended (the "BRA"), and MP FRANKLIN BURNHAM CO LLC, a Delaware limited liability company having an address c/o Millennium Partners-Boston, 172 Tremont Street, Boston, Massachusetts 02111 (the "Owner").

RECITALS

WHEREAS, the Millennium Tower and Burnham Building Redevelopment Project (the "Project") is anticipated to include the preservation of and renovations to the existing eight-story building located at the corner of Washington and Summer Streets (the "Burnham Building") for reuse as a retail and office building, and the development of a new approximately 60-story mixed-use tower containing approximately 900,000 square feet of residential, retail, restaurant and health club space (the "Tower") along the Franklin Street side of the Project Site, together with a multi-level below-grade parking garage beneath both buildings with parking for up to 550 vehicles, all located on a site in the Midtown Cultural District generally bounded by Washington Street, Franklin Street, Hawley Street and Summer Street (the "MTBB Site").

WHEREAS, the Project will provide a number of public benefits to the City of Boston, including the revitalization of a blighted, unoccupied block in downtown Boston by preserving and substantially rehabilitating the historic Burnham Building and providing a new iconic tower in the heart of the City. Among its many other benefits, the Project will stabilize and improve the pedestrian and retail environment and enhance the urban design and architectural character of the Midtown Cultural District. The Project will also provide approximately 468 residential units to the developing downtown neighborhood, helping to transform the neighborhood into a 24-hour mixed-use community.

WHEREAS, the MTBB Site was subdivided prior to the date hereof pursuant to that certain plan "Subdivision Plan of Land, Filene's Block, Boston, Massachusetts" dated March 12, 2013, prepared by Harry R. Feldman, Inc. and recorded with the Suffolk Registry of Deeds in Plan Book 2013, Page 127 (the "Subdivision Plan"). Subject to the Temporary Taking (as defined below), the Owner is the owner of that certain portion of the MTBB Site having an address of 10 Summer Street and shown as "Lot 1" on the Subdivision Plan (together with all improvements from time to time located thereon, the "Burnham Lot"), as more specifically described in Exhibit A attached hereto. The remaining portion of the MTBB Site, having an address of 1 Franklin Street, is shown as "Lot 2" on the Subdivision Plan (the "Tower Lot").

WHEREAS, the Owner intends to undertake the development of the Burnham Building on the Burnham Lot, together with the portion of the multi-level below-grade garage to be

constructed thereon (the "Burnham Project"). The Burnham Building is currently anticipated to include approximately 195,000 square feet of office uses, approximately 70,724 square feet of retail uses and approximately 5,000 square feet of storage uses. Initial demolition for the Project has commenced, and all construction is expected to be completed within approximately thirty-six (36) months after commencement of construction of the Tower.

WHEREAS, the high cost of development and construction necessary to facilitate the Burnham Project, which costs include the preservation and substantial rehabilitation of the historic Burnham Building, requires a significant investment on the part of the Owner of a nature and magnitude which impacts the overall feasibility of the Project. In order to enable the Burnham Project and the overall Project to proceed in light of the significant economic burden associated therewith, it is crucial to stabilize the real estate tax payments due with respect to the Burnham Lot during the Term (as defined below), subject to the terms of this Agreement and the Temporary Taking described below. The Burnham Project and the overall Project cannot proceed to a successful completion without the assurance of economic predictability that would be achieved by such tax stabilization.

WHEREAS, to enable the successful completion of the Project and associated improvements, which will remedy a blighted and decadent area of the City and will enable the activation of Downtown Crossing, a key component for the longer term and long awaited revitalization of Downtown Boston, the BRA, acting pursuant to and in accordance with Chapter 121B of the Massachusetts General Laws ("M.G.L.") and Chapter 652 of the Acts of 1960, as amended, has (i) made a temporary taking (as the same may be hereafter amended, the "Temporary Taking") of the Burnham Lot pursuant to an Order of Taking authorized by vote of the Authority on September 26, 2013 and to be recorded with the Suffolk County Registry of Deeds on or about the date hereof, which Temporary Taking is subject to and specifically excludes certain matters as set forth in the Order of Taking, and (ii) made a temporary taking of the Tower Lot pursuant to an Order of Taking authorized by vote of the Authority on September 26, 2013 and to be recorded with the Suffolk County Registry of Deeds on or about the date hereof, which taking is subject to and specifically excludes certain matters as set forth in the Order of Taking.

WHEREAS, the Owner, the City and the BRA intend that the Burnham Lot shall be exempt from taxation in accordance with the provisions of M.G.L. Chapter 121B during the Term; provided, however, that in lieu thereof and in accordance with the terms set forth herein, the Owner shall make PILOT Payments (as defined below) as set forth herein, with the effect that the real estate tax payments due with respect to the Burnham Lot will be stabilized during the Term.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the BRA and the Owner hereby agree as follows:

1. Payments In Lieu of Taxes. For each Fiscal Year (as defined below) during the Term, the Burnham Lot shall not be subject to taxes under M.G.L. Chapter 59, as amended from time to time (“Chapter 59”). In lieu thereof, the Owner shall make payments pursuant to the provisions of M.G.L. Chapter 121B, § 16 in accordance with the terms set forth in this Agreement, with the effect that the real estate tax payments due with respect to the Burnham Lot are stabilized during the Term. Such annual payments in lieu of taxes (collectively, the “PILOT Payments”) shall be as follows for each Fiscal Year during the Term:

a. For the first Fiscal Year of this Agreement (Fiscal Year 2014), an amount equal to the anticipated “gross floor area” (as defined in the Boston Zoning Code) of the Burnham Building as of the Effective Date times \$0.25 per square foot. Accordingly, based on an anticipated gross floor area for the Burnham Building as of the Effective Date of 270,724 square feet, the PILOT Payment for the first Fiscal Year of this Agreement shall be \$67,681.00.

b. For the second Fiscal Year of this Agreement (Fiscal Year 2015) and each Fiscal Year thereafter, an amount equal to the actual gross floor area of the Burnham Building used or to be used for office purposes, retail purposes and storage purposes, respectively, that is constructed or under construction as of July 1 of such Fiscal Year times the applicable rate per square foot set out in the following chart:

Fiscal Year	Rate Per Square Foot of Office Uses	Rate Per Square Foot of Retail Uses	Rate Per Square Foot of Storage Uses
2015	\$0.50	\$0.50	\$0.50
2016	\$3.00	\$1.00	\$1.50
2017	\$4.00	\$5.00	\$3.00
2018	\$5.00	\$5.50	\$3.00
2019	\$5.50	\$6.00	\$3.00
2020	\$6.00	\$6.50	\$3.00
2021	\$6.50	\$7.00	\$3.00
2022	\$7.00	\$7.50	\$4.00
2023	\$7.50	\$8.00	\$4.00
2024	\$8.00	\$8.50	\$4.00
2025	\$9.00	\$9.00	\$4.00
2026	\$10.00	\$10.00	\$4.00

In the event that the aggregate amount of any payments made to the City on account of the real estate taxes assessed to the MTBB Site for the City's fiscal year commencing on July 1, 2013 (the "2014 Payments") exceeds the amounts payable under this Agreement and under that certain Contract for Payment in Lieu of Taxes (the "Tower PILOT Agreement") dated as of the date hereof by and between the City, the BRA and the owner of the Tower Lot (the "Tower Owner") with respect to Fiscal Year 2014 (such excess, an "Overpayment"), then (1) the 2014 Payments shall be deemed to satisfy the amounts due under this Agreement and under the Tower PILOT Agreement for Fiscal Year 2014 and (2) the Owner shall be entitled to credit toward its PILOT Payment obligations under this Section 1 for Fiscal Year 2015 (and succeeding Fiscal Year(s) thereafter, to the extent required) equal to the amount of the Overpayment; provided, however, that the credit set forth in the foregoing clause (2) will not be applied to the extent that it would reduce the aggregate amounts due under this Agreement and the Tower PILOT Agreement with respect to the MTBB Site below \$100,000 in any Fiscal Year. PILOT Payments shall be paid in four quarterly installments on or before each of August 1, November 1, February 1 and May 1 (each, a "Payment Date") in each Fiscal Year during the Term. PILOT Payments shall be made directly to the City's Collector-Treasurer. If the Owner fails to make any PILOT Payment within ten (10) days of the date on which such PILOT Payment is due, the Owner shall be in default of this Agreement. In addition, any failure to pay in full each PILOT Payment on or before the applicable Payment Date shall result in the Owner being liable for interest, fines, penalties and related costs, including legal costs and disbursements, in accordance with M.G.L. Chapter 60, as amended from time to time.

Annually, in conjunction with making each August 1 installment of the PILOT Payments, the Owner will deliver to the City, (i) a certified rent roll for the Burnham Building detailing the space leased and the vacant space available as of July 1 of the applicable Fiscal Year, (ii) a statement of income and expenses for the Burnham Building during the immediately preceding calendar year and (iii) a certification of the actual gross floor area of the Burnham Building constructed or under construction as of July 1 of such Fiscal Year.

2. BID Fees. So long as the Burnham Lot is located within the Downtown Boston Business Improvement District (the "BID"), a business improvement district created and existing pursuant to M.G.L. Chapter 40O, the Owner shall make payments to the BID with respect to the Burnham Lot during the Term in accordance with a separate agreement to be entered into by and between the BRA and the Owner.

3. Term. The "Term" of this Agreement shall commence on the Effective Date and shall terminate upon the earlier to occur of (i) June 30, 2026 and (ii) the termination of this Agreement pursuant to Section 5 (the "Expiration Date"). Each twelve (12) month period during the Term commencing on July 1 and continuing through the following June 30 (or the earlier Expiration Date), as applicable, shall be a "Fiscal Year" as such term is used herein.

4. Collection and Enforcement. In addition to the City's right to terminate this Agreement in the manner set forth in Section 5, the City shall have the right to (a) avail itself of the remedies provided for in M.G.L. Chapter 60, as amended from time to time, with respect to the Owner's interest in the Burnham Lot and/or (b) sue the Owner for breach of contract if the PILOT Payments, payments due on account of any Gap Amount (defined below) and any interest or costs

assessed pursuant to this Agreement are not paid as required. In consideration of the agreement by the Owner to such collection remedies, the City agrees that the BRA shall have no liability whatsoever for any PILOT Payments hereunder.

5. Termination. This Agreement shall terminate upon the earlier to occur of: (i) thirty (30) days following written notice provided by the City to the BRA and the Owner if the Owner has failed to make a PILOT Payment as required by this Agreement and has not cured such failure within thirty (30) days of receipt of written notice from the City of such failure and (ii) the end of the calendar quarter in which a Transfer (as defined below) is made for which a Transfer Payment is due but not paid in accordance with Section 7 (provided, however, that if such Transfer is for less than the entire Burnham Lot, then, unless the Owner affirmatively elects otherwise by written notice to the City and the BRA, this Agreement shall terminate with respect to that portion or those portions of the Burnham Lot that were subject to said Transfer, but this Agreement shall otherwise continue in full force and effect to apply to all other portions of the Burnham Lot). In addition, if the BRA's interest in all or any portion of the Burnham Lot is conveyed, surrendered or otherwise terminated such that the BRA no longer holds title to such portion of the Burnham Lot, this Agreement shall (i) terminate with respect to that portion or those portions of the Burnham Lot that are no longer owned by the BRA and (ii) continue in full force and effect with respect to any portions of the Burnham Lot that continue to be owned by the BRA.

6. End of Term; Gap Amounts.

a. From and after the end of the Term, (i) the City and the BRA agree that the Temporary Taking shall immediately terminate as of the Expiration Date, and the City and the BRA agree to promptly execute, acknowledge and record, if required, any and all such documents as may reasonably be required to evidence the termination of the Temporary Taking and (ii) the PILOT Payments shall thereafter be calculated as if the Burnham Lot were assessed pursuant to Chapter 59, such that the Owner shall be liable for an amount equal to the real property taxes for the fiscal year which contains the Expiration Date less any PILOT Payments allocable to such period that had previously been made by the Owner (the "Full Gap Amount") but shall not otherwise be liable for recapture or any other amounts. The Owner agrees that upon the termination of this Agreement, the Owner shall pay, or cause to be paid, to the City a payment equal to the Full GAP Amount to cover the time period between the Expiration Date and the date on which the Burnham Lot becomes taxable pursuant to Chapter 59. The Owner shall make such payment to the City within three (3) months following the month in which the Expiration Date occurs.

b. In the event of any termination of this Agreement with respect to some but not all of the Burnham Lot, (i) the City and the BRA agree that the Temporary Taking with respect to such portion shall immediately terminate as of the effective date of such partial termination, and the City and the BRA agree to promptly execute, acknowledge and record, if required, any and all such documents as may reasonably be required to evidence such partial termination of the Temporary Taking and (ii) the PILOT Payments with respect to such portion shall thereafter be calculated as if the Burnham Lot were assessed pursuant to Chapter 59, such that the Owner shall be liable for an amount equal to the real property taxes for the fiscal year which contains the effective date of such partial termination less any PILOT Payments allocable to such period and such portion that had previously been made by the Owner (a "Partial Gap Amount" and together

with the Full Gap Amount, each a "Gap Amount") but shall not otherwise be liable for recapture or any other amounts. The Owner agrees that upon any such partial termination of this Agreement, the Owner shall pay, or cause to be paid, to the City a payment equal to the applicable Partial GAP Amount to cover the time period between the effective date of such partial termination and the date on which such terminated portion of the Burnham Lot becomes taxable pursuant to Chapter 59. The Owner shall make such payment to the City within three (3) months following the month in which the Expiration Date occurs.

c. The provisions of Section 4 and this Section 6 shall survive the termination of this Agreement.

7. Transfers; Transfer Payments.

a. The Owner shall not, without the prior written approval of the Director of the BRA (the "BRA Director"), sell, grant, assign, convey or otherwise transfer its interest in all or any portion of the Burnham Lot (each, a "Transfer") at any time during the Term; provided, however, that the BRA Director's approval of any such Transfer shall not be unreasonably withheld, conditioned or delayed. In the event that the Owner provides a written request for the BRA Director's approval of a proposed Transfer, the BRA Director shall approve or disapprove in writing such proposed Transfer within thirty (30) days of receipt of such request or such proposed Transfer shall be deemed approved; provided, however, that any such written request for approval shall be in conformance with the notice provisions of Section 9. In the event that the BRA Director disapproves such request, the BRA Director's written response shall provide specific reasons for such disapproval. Notwithstanding anything in the foregoing to the contrary, none of the following shall constitute a Transfer requiring the consent of the BRA Director pursuant to this Section 7(a) (each, an "Exempt Transfer"): (i) any Transfer of the Burnham Lot or a portion thereof to any affiliate, member, owner or subsidiary of the Owner or its investors; (ii) any Transfer of interests in the Owner among such affiliates, members, owners, subsidiaries or investors; (iii) the admission of original investors or the addition of investors at a later stage to assure completion of the Project (but not to permit the original investors to withdraw equity); (iv) any grant of a mortgage, pledge or assignment of or other security interest on any interest in the Burnham Lot or any portion thereof in connection with a financing; (v) any grant of a security interest in the interest of any affiliate, member, owner, subsidiary or investor in or of the Owner in connection with a financing; (vi) any foreclosure or deed or other transfer in lieu of foreclosure of any interest granted pursuant to the foregoing clauses (iv) or (v); (vii) any Transfer in connection with a mortgagee's possession of the Burnham Lot or any portion thereof or upon such mortgagee's disposition of the same; and (viii) the grant of easements, leases, licenses and other like conveyances affecting the Burnham Lot in connection with leasing, financing or otherwise operating the Burnham Lot. Entering into one or more contracts of sale for the Transfer of all or any portion of the Burnham Lot shall not constitute a Transfer for purposes of this Section 7(a) or Section 7(b) unless and until the occurrence of the conveyance contemplated by such contract(s).

b. In connection with any Transfer of all or any part of the Burnham Lot occurring from and after July 1, 2015 that is not an Exempt Transfer and to which the BRA Director has, to the extent required under Section 7(a), granted his or her approval, the Owner shall make a payment (a "Transfer Payment") to the City equal to (a) the gross floor area of the portion of the Burnham Lot that is the subject to the Transfer divided by (i) the actual gross floor area of

the Burnham Lot constructed or under construction plus (ii) the actual gross floor area of the retail and/or commercial portions of the Tower constructed or under construction, each as of July 1 of the Fiscal Year in which such Transfer occurs (b) times the applicable aggregate amount set out in the following chart:

Fiscal Year	Aggregate Amount
2016	\$1,000,000
2017	\$910,000
2018	\$820,000
2019	\$730,000
2020	\$640,000
2021	\$550,000
2022	\$460,000
2023	\$370,000
2024	\$280,000
2025	\$190,000
2026	\$100,000

Any Transfer Payment required under this Section 7(b) shall be due immediately upon the applicable Transfer that triggers such Transfer Payment.

c. Except as otherwise expressly permitted by this Agreement, the BRA shall not sell, grant, assign, convey or otherwise transfer or terminate any interest held by the BRA from time to time in all or any portion of the Burnham Lot without the prior written consent of the Owner. Any such sale, grant, assignment, conveyance or other transfer or termination in any other manner shall be null and void ab initio and of no force or effect.

8. Successors/Assigns. All covenants, promises and agreements in this Agreement by or on behalf of the City and/or the BRA shall inure to the benefit of the permitted legal representatives, successors and assigns of the Owner.

9. Notice. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given when sent, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by a recognized overnight delivery service, addressed as follows:

If to the City: City of Boston Assessing Department
City Hall, Room 301
Boston, MA 02201-1007
Attention: Commissioner of Assessing

with a copy to:

City of Boston Office of Corporation
Counsel City Hall, Room 615
Boston, MA 02201-1007
Attention: Corporation Counsel

If to the BRA: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attention: Director

with a copy to:

Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attention: General Counsel

If to the Owner: MP Franklin Burnham Co LLC
c/o Millennium Partners-Boston
172 Tremont Street
Boston, MA 02111
Attention: Anthony Pangaro

with copies to:

Millennium Partners
1995 Broadway, 3rd Floor
New York, New York 10023
Attention: Chief Financial Officer

and:

DLA Piper LLP (US)
33 Arch Street, 26th Floor
Boston, MA 02110
Attention: John E. Rattigan, Jr., Esq.

or to such other address as the addressee shall have indicated by prior notice to the other parties. Notice under this Agreement may be waived in writing prospectively or retroactively by the person entitled to the notice. Notice from counsel to a party shall be effective notice.

10. Notice of Default to Mortgagees; Mortgagee Rights.

a. If the Authority or the City gives written notice to the Owner of a default under this Agreement, the party giving such written notice shall promptly furnish a copy of the notice to each of the mortgagees of record of any portion of the Burnham Lot. To facilitate the operation of this Section 10, the Owner shall at all times keep the Authority and the City up-to-date as to the names and addresses of mortgagees holding a mortgage on or with respect to the Burnham Lot. Any such mortgagee may notify the Authority and the City of its address and request that the provisions of this Section 10 as they relate to notices apply to it. The City and the Authority agree to comply with any such request. The City and the Authority hereby acknowledge that the name and addresses for the current mortgagee of the Burnham Lot are as follows:

HSBC Bank USA, National Association
545 Washington Boulevard, 10th Floor
Jersey City, New Jersey 07310
Attention: Commercial Mortgage Servicing Department

with a copy to:

HSBC Bank USA, National Association
452 Fifth Avenue
New York, New York 10018
Attention: Ms. Barbara E. Isaacman

b. If the Owner has received a notice from the City or the Authority of a default under this Agreement and such default is not cured by the Owner before the expiration of the period provided therefor, the holder of record of any mortgage on all or any portion of the Burnham Lot may cure any such default by giving written notice of its intention to do so to the City and the Authority within thirty (30) days after the end of the period provided for cure of such default by the Owner, and shall cure such default within ten (10) days thereafter. Any such cure by a mortgagee shall be deemed to be a cure by the Owner for all purposes hereunder.

11. Amendments /Modifications. The Owner, the City and the BRA agree that any amendment subsequent to the delivery of this Agreement that affects any term or conditions of this Agreement shall have no effect unless it is in writing and signed by duly authorized representatives of all parties hereto.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

13. Governing Law; No Personal Liability. Notwithstanding anything herein to the contrary, this Agreement shall be governed by the laws of The Commonwealth of Massachusetts and any suit, claim or action shall be brought in Suffolk County. There shall be no other recourse against, or any personal liability on the part of, any general or limited partner, member, manager,

officer, director, employee or agent of any of the City, the BRA or the Owner with respect to any payments due or any obligations to be performed hereunder.


14. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. The City reserves the right to assess the Owner's real and personal property pursuant to Chapter 59 if the provision held to be invalid or unenforceable relates to a PILOT Payment, and the Owner shall retain the ability to contest the taxes as so assessed pursuant to the terms of Chapter 59.

15. Headings. The headings and captions of the paragraphs and sections of this Agreement are not to be considered a part of it and shall not be used to interpret, define, or limit the provisions hereof.

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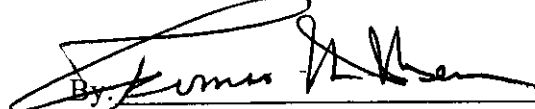
WITNESSETH the execution and delivery of this Agreement by the City, BRA and the Owner as an instrument under seal as of the date first above written.

Approved as to form:



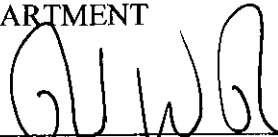
William F. Sinnott
Corporation Counsel *anc*

CITY OF BOSTON

By: 


Thomas M. Menino
Mayor

CITY OF BOSTON ASSESSING
DEPARTMENT

By: 

Ronald W. Rakow
Commissioner of Assessing

Approved as to form:



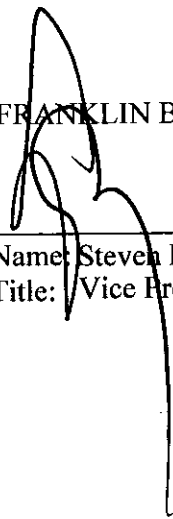
Kevin J. Morrison
General Counsel *sc*
Boston Redevelopment Authority

BOSTON REDEVELOPMENT
AUTHORITY

By: 

Peter Meade
Director

MP FRANKLIN BURNHAM CO LLC

By: 

Name: Steven L. Hoffman
Title: Vice President

Exhibit A

Legal Description of Burnham Lot

Parcel 1:

A certain parcel of land situated in the City of Boston, County of Suffolk in the Commonwealth of Massachusetts being shown as Lot 1 on that certain plan entitled "Subdivision Plan of Land "Filene's Block", Boston, Mass., prepared by Feldman Professional Land Surveyors dated March 12, 2013 and recorded with the Suffolk County Registry of Deeds in Book 2013, Page 127 (the "Plan") and being more particularly described in accordance with said Plan as follows:

Beginning at a point at the intersection of the southeasterly sideline of Washington Street and the northeasterly sideline of Summer Street;

Thence running N 39°01'22" E by said southeasterly sideline of Washington Street, a distance of 151.38 feet to a point at land now or formerly of 426 Washington Street Owner, LLC shown as Lot 2 on said Plan;

Thence turning and running S 45°23'07" E by said land now or formerly of 426 Washington Street Owner, LLC shown as Lot 2 on said Plan, a distance of 221.61 feet to a point on the northwesterly sideline of Hawley Street;

Thence turning and running S 38°24'30"W by said Hawley Street, a distance of 153.31 feet to a point at the intersection of said Hawley Street and said Summer Street;

Thence turning and running N 43°20'28"W by said Summer Street, a distance of 91.56 feet to a point;

Thence turning and running N 46°02'28"W by said Summer Street, a distance of 131.94 feet to the point of the beginning.

Containing approximately 33,421 square feet according to said Plan.

Parcel 2:

Volumes of space located adjacent to Parcel 1 and more particularly described in the Agreement and Conveyance by and among the Massachusetts Bay Transportation Authority (the "MBTA"), The Equitable Life Assurance Society of the United States and Federated Department Stores, Inc., dated as of October 1, 1976, and recorded in the Suffolk County Registry of Deeds in Book 8940, Page 598, as affected by the Second Agreement and Conveyance by and among the MBTA and MP Franklin Burnham Co LLC, dated as of July 16, 2013, and recorded in the Suffolk County Registry of Deeds in Book 51829, Page 194, as Volumes C-3, C-15, C-16, C-22, C-25 and C-26.