

**AGREEMENT TO MAKE PAYMENTS IN LIEU OF TAXES
BETWEEN THE BOSTON REDEVELOPMENT AUTHORITY
AND THE CITY OF BOSTON
(Crosstown Phase IIA)**

This Agreement is made this 21st day of November, 2005, by and between the BOSTON REDEVELOPMENT AUTHORITY ("BRA"), a body politic and corporate organized and existing under Massachusetts General Laws c. 121B, as amended, and the CITY OF BOSTON (the "City"), a political subdivision of the Commonwealth of Massachusetts. The BRA and the City collectively shall be referred to herein as the "Parties."

RECITALS

WHEREAS, the BRA is the owner of property in the City commonly known and numbered as Parcel 200 of the South End Urban Renewal Area, as established pursuant to the South End Urban Renewal Plan, as modified, containing approximately 263,632 square feet, bounded by Massachusetts Avenue, Melnea Cass Boulevard, Hampden Street and Albany Street (known as Ward 8, Parcel 00900-000 under the City of Boston Assessing Department records);

WHEREAS, Parcel 200 described above and certain land adjacent thereto owned by the BRA (the "Development Site") comprises four discrete ground lease parcels, which parcels are being developed in phases. The first phase of development encompassed sub-parcels 200-A and 200-B ("Phase I");

WHEREAS, the BRA, by authorization of the BRA Board, designated Crosstown Associates, LLC, a Massachusetts limited liability company and its affiliates, as redeveloper of the Development Site;

WHEREAS, the BRA and the City entered into an Agreement To Make Payments In Lieu Of Taxes dated October 2, 2002 with respect to Phase I which is being developed by Crosstown Center Hotel LLC;

WHEREAS, MEPT Crosstown Center Office LLC, a Delaware limited liability company ("Developer"), is an affiliate of Crosstown Associates, LLC, and proposes to redevelop Subparcels 200-C-1 and 200 C-2 on the Development Site, as more particularly described in Exhibit A attached hereto (the "Property") by the construction of an approximately 210,000 office building (the "Office") and a 600- space parking garage (the "Garage");

WHEREAS, the BRA has this date entered into a ground lease ("Lease") with the Developer with respect to the Property. Article VII of the Lease provides that the Developer shall be responsible for all payments in lieu of taxes ("PILOT") due to the City pursuant to this Agreement. The Lease requires the Developer to make such payments as Additional Rent to the BRA;

WHEREAS, the Property as owned by the BRA is deemed to be public property used for essential public and governmental purposes used or to be used in connection with a project pursuant to G.L. c. 121B, sec. 16;

WHEREAS, the City may determine a sum to be paid to the City in connection with the Office and the Garage pursuant to G.L. c. 121B, sec. 16, and the BRA and the City have agreed to enter into this PILOT for the PILOT payments set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the City and the BRA agree as follows:

1. In accordance with G.L. c. 121B, sec. 16, the City hereby agrees to accept and the BRA agrees to enter into this payment in lieu of real estate taxes ("PILOT") agreement with respect to the Property to be occupied by the Office and the Garage, and require the Developer to make such PILOT payments all upon the terms and conditions hereinafter contained.

2. The term of this Agreement shall be for a period of fifteen years following the end of the Construction Period, as hereinafter defined.

3. The Developer shall make PILOT payments to the City with respect to each fiscal year or portion thereof that this Agreement is in effect, in the amounts and according to the schedule below:

(A) During the period commencing upon the execution and delivery by Developer and the BRA of the Lease and ending upon the last day of the fiscal year in which the City of Boston Inspectional Services Department issues a certificate of occupancy for the Office (the "Construction Period"), no payment shall be required.

(B) During the fifteen fiscal year period commencing upon the first day of the fiscal year after the end of the Construction Period, an amount for each fiscal year set forth in the chart below as the "Office Payment" and "Garage Payment" for such fiscal year:

Fiscal Year	Office Payment	Garage Payment
1	\$413,900	\$25,000
2	\$517,400	\$50,000
3	\$620,900	\$75,000
4	\$724,400	\$100,000
5	\$827,800	\$125,000
6	\$850,600	\$140,700
7	\$874,000	\$140,700
8	\$898,000	\$140,700
9	\$922,700	\$140,700
10	\$948,100	\$140,700
11	\$974,200	\$140,700
12	\$1,001,000	\$140,700
13	\$1,028,500	\$140,700
14	\$1,056,800	\$140,700
15	\$1,085,900	\$140,700

4. Payments due under this Agreement for each fiscal year shall be made through the City of Boston's real estate quarterly tax billing system. The first two payments of each fiscal year

are estimated based upon one-half of the previous fiscal year's payment (as determined under section 3(B) above). In the first year of the PILOT the first two payments will be based upon one-half of the current year payment. The payment will be split equally among the first two quarters. The first and second quarterly payment will be due on August 1 and November 1, respectively. For the third and fourth quarter payments, the total PILOT amount, less the estimated payments from the first and second quarters, will be billed in two equal installments due on February 1 and May 1, respectively.

5. With respect to the payments described above, the Developer or the BRA shall only be obligated to make payments hereunder so long as the Property is leased to the Developer, or leased by any other entity.

6. In the event the BRA no longer holds title to the Property during the term of this Agreement, the BRA shall so notify the City by a notice in writing, addressed to the Commissioner of the Assessing Department of the City of Boston. The BRA shall also notify the City as aforesaid within one week of (i) any tentative designation of a new owner of the Property, or (ii) any actual notice of the BRA that it will no longer hold title to the Property, or (iii) any amendment of the Lease with respect to the Permitted Uses (as defined in the Lease as of the date hereof), or (iv) any amendment of the Lease to modify the portion of the Property governed thereby.

7. It is the intention of the Parties that the City will not assess a property tax pursuant to G.L. c. 59 on the Property during the term of this Agreement. Upon the termination of this Agreement, the City reserves all rights afforded to it under G.L. c. 121B, sec. 16.

8. In the event the Lease is amended with respect to the Permitted Uses (as defined in the Lease as of the date hereof) such that office, research, classrooms, laboratory, light manufacturing incident to the foregoing, retail, restaurant, commercial, and entertainment uses are not the principal Permitted Uses for the Office, or the parking is not the principal Permitted Use for the Garage, then the City reserves the right to terminate this Agreement upon thirty (30) days' notice to the BRA. The City shall exercise such right within thirty (30) days of its receipt of notice from the BRA of such Lease amendment. If the City fails to timely exercise its right to terminate as aforesaid, then such right shall be deemed waived with respect to the subject Lease amendment.

9. If at any time during the term of this Agreement, due to a change in the laws applicable to exemptions from real and personal property taxation, a tax payment is made pursuant to G.L. c. 59 in a particular fiscal year for any portion of the Property that is a part of this Agreement, such payment will be credited against the PILOT obligations set forth herein.

10. Any overpayment made in any fiscal year by reason of the above paragraph 9 or for any other reason ("Overpayment Year"), shall be credited against future PILOT obligations hereunder that are payable within three (3) years from June 30 of the Overpayment Year.

11. All notices shall be in writing and shall be deemed to be sufficiently given if sent by United States mail or by hand delivery during business hours to the following:

to the City:

Commissioner of Assessing
City of Boston Assessing Department
City Hall, Room 301 Boston, MA 02201
with a copy to:

City of Boston Assessing Department
City Hall, Room 301
Boston, MA 02201
Attn: Special Assistant Corporation Counsel

to the BRA:

Director
Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, MA 02201

with a copy to:

Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, MA 02201
Attn: General Counsel

with a copy to:

Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, MA 02201
Attn: Director of Administration and Finance

to the Developer:

MEPT Crosstown Center Office LLC
c/o Corcoran Jennison Company, Inc.
150 Mount Vernon Street
Boston, MA 02125
Attn: Harry Nash

12. In the event any provisions of this Agreement shall be held to be invalid in any circumstances (other than as set forth in Paragraphs 1, 3 and 7 hereof), such invalidity shall not affect any other provisions or circumstances.

13. This Agreement may be executed and delivered in any number of counterparts and each such counterparts together shall constitute but one and the same instrument.

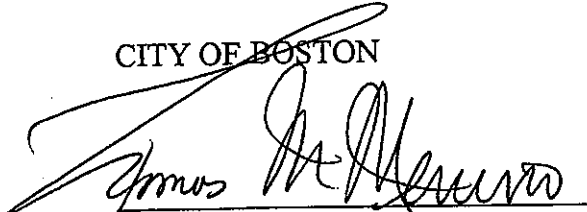
14. The provisions of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws, and shall be binding upon and inure to the benefit of the Parties hereto, including the Developer to the extent covered under the Limited Joinder attached hereto, and their respective legal representatives, successors in office or interests, and assigns and may be amended, terminated or renegotiated only by an agreement in writing duly executed by the Parties hereto or their successors. No employee or official of either Party, including the Developer to the extent covered under the Limited Joinder attached hereto, shall have any personal liability hereunder.

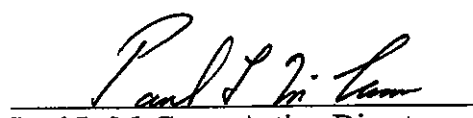
[Signatures on following page 8]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal
on the date first written above.

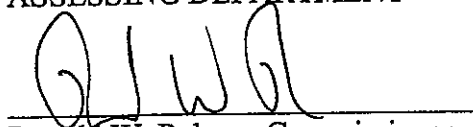
CITY OF BOSTON

BOSTON REDEVELOPMENT AUTHORITY


Thomas M. Menino, Mayor

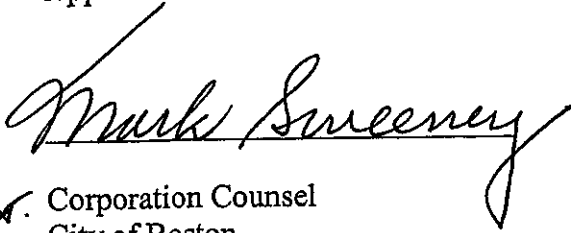

Paul L. McCann, Acting Director


CITY OF BOSTON
ASSESSING DEPARTMENT


Ronald W. Rakow, Commissioner

Approved as to form:

Approved as to form:


Asst. Corporation Counsel
City of Boston


Kevin J. Morrison
General Counsel
Boston Redevelopment Authority

Attachments:

Exhibit A: Legal Description of the Property and the Office Property

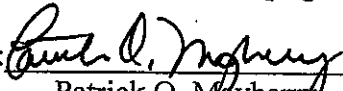
[Limited Joinder on following page 9.]

Limited Joinder

The undersigned MEPT Crosstown Center Office LLC, a Delaware limited liability company ("Developer") having a principal place of business c/o Corcoran Jennison Company, Inc., 150 Mount Vernon Street, Boston, MA 02125, being the Developer of the Property, joins in the foregoing PILOT Agreement for the purpose of agreeing to make the PILOT payments to the City of Boston as required under sections 3, 4 and 5, and for the purpose of agreeing that no such PILOT amounts as determined under section 3 of the PILOT Agreement shall be amended, modified or changed by the City of Boston or the Boston Redevelopment Authority without the written consent of such City of Boston, Boston Redevelopment Authority and the Developer.

MEPT CROSSTOWN CENTER OFFICE LLC, a
Delaware limited liability company

By: NewTower Trust Company, as Trustee of the
NewTower Trust Company Multi-Employer
Property Trust, its Managing Member

By: 
Patrick O. Mayberry

Its: President

EXHIBIT A

Legal Description of the Property

EXHIBIT A

Legal Description

Lease Parcel 200-C-1

A certain lease parcel situated in the City of Boston, Suffolk County, Commonwealth of Massachusetts bounded and described as follows:

Beginning at the northeasterly corner of the parcel at a point of tangency on the westerly sideline of Massachusetts Avenue. Said point being approximately 25 feet southeasterly of the intersection of said westerly sideline of Massachusetts Avenue and the southerly sideline of Albany Street;

Thence turning and running S 47° 32' 06" W along said westerly sideline of Massachusetts Avenue, a distance of 12.00 feet;

Thence turning and running S 42° 27' 54" E along said westerly sideline of Massachusetts Avenue, a distance of 15.00 feet;

Thence turning and running N 47° 32' 06" E along said westerly sideline of Massachusetts Avenue, a distance of 12.00 feet;

Thence turning and running S 42° 27' 54" E along said westerly sideline of Massachusetts Avenue, a distance of 158.99 feet;

Thence turning and running S 48° 14' 47" W, a distance of 100.59 feet;

Thence turning and running N 48° 16' 47" W, a distance of 39.76 feet to a point of curvature;

Thence running along a curve to the left, having a radius of 40.00 feet, a length of 58.28 feet to a point of tangency;

Thence turning and running S 48° 14' 47" W, a distance of 120.99 feet;

Thence turning and running N 41° 45' 13" W, a distance of 30.22 feet;

Thence turning and running N 57° 25' 16" W, a distance of 14.74 feet;

Thence turning and running N 52° 51' 10" W, a distance of 41.50 feet;

Thence running N 49° 10' 57" W, a distance of 20.00 feet to a point of curvature;

Thence running along a curve to the right, having a radius of 15.00 feet, a length of 15.73 feet to a point on a curve on the southerly sideline of Albany Street;

Thence turning and running S 47° 33' 07" W, a distance of 11.68 feet;

Thence turning and running N 42° 26' 53" W, a distance of 0.29 feet;

Thence turning and running S 47° 33' 07" W, a distance of 273.35 feet;

Thence turning and running S 42° 26' 53" E, a distance of 117.88 feet;

Thence turning and running S 47° 33' 07" W, a distance of 0.70 feet;

Thence turning and running S 42° 26' 53" E, a distance of 11.45 feet to a point on a curve on the northwesterly boundary of Lease Parcel 200-B;

The preceding nine course run along the easterly and southerly boundary of Lease Parcel 200-A1

Thence turning and running along said boundary, westerly along a curve to the right, having a radius of 1494.00 feet, a length of 135.63 feet to a point at the intersection of Lease Parcels 200-B, 200-D2, and 200-C2;

Thence turning and running N 42° 26' 53" W, a distance of 171.81 feet along the northeasterly boundary of Lease Parcel 200-D2 to a point on the southeasterly boundary of land now or formerly of Boston Edison Company;

Thence turning and running N 52° 31' 56" E, a distance of 60.89 feet;

Thence turning and running N 37° 28' 04" W, a distance of 12.06 feet along land now or formerly Boston Edison Company to the point of beginning.

Containing an area of 50,467 square feet or 1.159 acres as shown on a plan entitled: "Revised Lease Parcels Plan, Crosstown Center, Boston, Massachusetts," dated August 1, 2005, prepared by Harry R. Feldman, Inc., Land Surveyors.