

**FIRST AMENDMENT TO THE
TAX INCREMENT FINANCING AGREEMENT**

by and among

THE CITY OF BOSTON

and

VERTEX PHARMACEUTICALS INCORPORATED

and

**SNH FAN PIER, INC. (as successor-in-interest to FIFTY NORTHERN AVENUE LLC
and ELEVEN FAN PIER BOULEVARD LLC)**

FIRST AMENDMENT TO THE TAX INCREMENT FINANCING AGREEMENT

This First Amendment to the Tax Increment Financing Agreement (this "First Amendment") is made as of June 29, 2015 by and among the City of Boston, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts having its principal place of business at City Hall, One City Hall Plaza, Boston, Massachusetts 02201 (the "City"), Vertex Pharmaceuticals Incorporated, a Massachusetts corporation having its principal place of business at 50 Northern Avenue, Boston, Massachusetts 02110 ("Vertex") and SNH Fan Pier, Inc., a Maryland corporation having its principal place of business at Two Newton Place, 225 Washington Street, Newton, Massachusetts 02458 (as successor-in-interest to Fifty Northern Avenue LLC and Eleven Fan Pier Boulevard LLC, the "Owner").

WITNESSETH

WHEREAS, a Tax Increment Financing Agreement by and among the City, Vertex, Fifty Northern Avenue LLC and Eleven Fan Pier Boulevard LLC was executed on May 31, 2011 (the "Original Agreement");

WHEREAS, Northern Avenue LLC and Eleven Fan Pier Boulevard LLC sold Parcel A and Parcel B (each as defined in the Original Agreement) to the Owner, effective May 7, 2014; and

WHEREAS, pursuant to section 7 of the Original Agreement the City and Vertex are in agreement that certain sections of the Original Agreement should be amended to reflect current economic conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree to amend the Original Agreement as follows:

1. By deleting section 2 of the Original Agreement in its entirety and inserting in its place as follows:

“ 2. The City hereby grants to the Owner a Tax Increment Financing Exemption (the "Exemption") for the TIF Space within the Owner's parcel in accordance with Massachusetts General Laws Chapter 40, Section 59 and Chapter 59, Section 5, clause fifty-first. Vertex will be responsible for paying all real estate taxes relating to the TIF Space, as required by this Agreement and under the Leases; accordingly, the benefit of the Exemption shall inure solely to Vertex. The Exemption shall be for a period of seven (7) years (the "Exemption Period"), commencing on July 1, 2011 and ending on June 30, 2018, and shall exempt from taxation in each fiscal year a percentage (the "Exemption Percentage") of the Incremental Value (defined below). The Exemption Percentages for each year of the Exemption Period shall be as follows:

Fiscal Year	Exemption Percentage
2012	0%
2013	0%
2014	0%
2015	25%
2016	20%
2017	10%
2018	10%

No exemption from personal property taxes under Massachusetts General Laws Chapter 59, Section 5, clause fifty-first is granted hereby.”

2. By deleting section 5 a. of the Original Agreement in its entirety and inserting in its place as follows:

“a. Vertex’s commitment to relocate approximately 1,241 permanent jobs to the TIF Zone, create approximately 70 new permanent jobs in anticipation of Vertex’s relocation to the TIF Space and create at least 80 new jobs after Vertex’s occupancy of the new buildings, adding 30 jobs in Fiscal Year 2016, 30 jobs in Fiscal Year 2017 and 20 jobs in Fiscal Year 2018, and Vertex agreeing to make reasonable efforts to hire residents of the ETA and the City of Boston during its occupancy of the TIF Space. For purposes of this paragraph, “reasonable efforts” shall mean that Vertex will work with the Office of Jobs and Community Services to coordinate job postings, notices, and recruiting regarding job openings by Vertex and job development in the City”.

3. Section 10 of the Original Agreement shall be amended by replacing reference to “Fifty Northern Avenue or Eleven Fan Pier Boulevard” with “Owner” and replacing the addresses therefor with the following:

Owner: SNH Fan Pier, Inc.
c/o Reit Management & Research LLC
Two Newton Place
255 Washington Street
Newton, MA 02458
Attn: David J. Hegarty

And: c/o Reit Management & Research LLC
Two Newton Place
255 Washington Street
Newton, MA 02458
Attn: Jennifer B. Clark

With a copy to:

Sullivan & Worcester LLP
One Post Office Square
Boston, MA 02109
Attn: Warren M. Heilbronner, Esq.

4. Except as amended hereby, the Original Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects.

5. This First Amendment shall be binding upon all parties to this First Amendment and to the Original Agreement, and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of law principles.

6. The terms of this First Amendment shall inure to the benefit of the successors and assigns of the Owner and this First Amendment shall be binding on subsequent owners of the Property, as defined in the Original Agreement.

7. This First Amendment may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]


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

CITY OF BOSTON



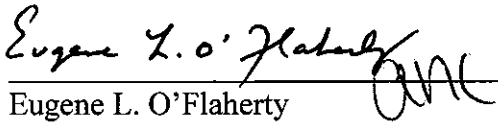
Martin J. Walsh, Mayor

VERTEX PHARMACEUTICALS
INCORPORATED

By: 

Ian F. Smith
Chief Financial Officer

Approved as to form:

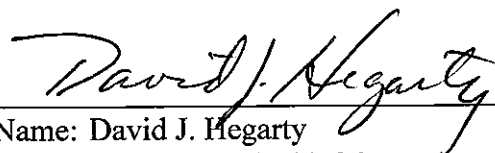


Eugene L. O'Flaherty
Corporation Counsel

[Additional signatures on following page]

SNH FAN PIER, INC., a Maryland corporation (as
successor-in-interest to FIFTY NORTHERN
AVENUE LLC and ELEVEN FAN PIER
BOULEVARD LLC)

By:

A handwritten signature in cursive script, reading "David J. Hegarty", is written over a horizontal line.

Name: David J. Hegarty

Title: President and Chief Operating
Officer