

MATERIALS LICENSE
SUPPLEMENTARY SHEET

OFFICIAL RECORD COPY

License Number

20-11085-01

Docket or Reference Number

030-04694

Amendment No. 28

TSI Mason Laboratories
57 Union Street
Worcester, MA 01608

In accordance with the letter dated October 27, 1995 and subsequent to the issuance of amendment 54 of License No. 20-01489-01, License Number 20-11085-01 is hereby terminated.



For the U.S. Nuclear Regulatory Commission

Original Signed By:
David Everhart

Date APR - 9 1996

By

Nuclear Materials Safety Branch
Region I
King of Prussia, Pennsylvania 19406

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APR - 9 1996

Steven M. Niemi, D.V.M.
Vice President, U.S. Operations
Genzyme Transgenics Corporation
c/o
TSI Mason Laboratories
57 Union Street
Worcester, MA 01608

Dear Dr. Niemi:

Please find enclosed Amendment No. 28 terminating License No. 20-11085-01 concurrent with the issuance of Amendment No. 54 to License No. 20-01489-01 as requested by the letter dated October 27, 1995.

Your cooperation with us is appreciated.

Sincerely,

Original Signed By:
David Everhart

David B. Everhart
Nuclear Materials Safety Branch I
Division of Nuclear Materials Safety

License No. 20-11085-01
Docket No. 030-04694
Control No. 122497

Enclosure:
Amendment No. 28

DOCUMENT NAME: S:\PENDING\TSI TERM.LTR

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TSI Corporation
25 Birch Street
Milford, MA 01757
TEL 508.478.0877
FAX 508.478.1277

030-04694

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11 October 1995

Mr. Frank Costello
U.S. Nuclear Regulatory Commission
Region I
475 Allendale Road
King of Prussia, Pennsylvania 19406

RE: License No.: 20-11085-01

Dear Mr. Costello:

This letter will serve as notification of the change in ownership of TSI Mason Laboratories. Effective October 1, 1994, ownership was transferred to Genzyme Transgenics Corporation (GTC), 25 Birch Street, Milford, MA, 01757. The operations related to TSI Mason Laboratories' use and handling of radioactive materials will remain unchanged from those as currently stated on License No. 20-11085-01. The following information was prepared according to NRC Information Notice No. 89-25, March 7, 1989.

Name of Organization

There will be no changes in the name of the organization, TSI Mason Laboratories.

Changes in Personnel Listed on the License

Mr. Paul Zavorskas will continue to serve as TSI Mason's Radiation Safety Officer as is currently listed on License No.: 20-11085-01.

License Status of the Transferor

The licensed company, TSI Mason Laboratories, is being purchased in its entirety and the transferor will not continue in business as a separate entity.

Description of the Transfer

GTC has acquired all businesses and related tangible and intangible property of TSI Corporation of which TSI Mason Laboratories is an operating division. The contract research conducted at TSI Mason will continue in the currently licensed facility located at 57 Union Street, Worcester, MA, 01608. All policies and procedures in place will continue as is under the new ownership.

Description of Planned Changes in Organization, Location, Facilities, Equipment, Procedures or Personnel

No changes are planned in personnel, location, facilities, equipment or procedures. The organizational structure will change in that local senior management will report to Steven M. Nicmi, DVM, Vice President, U.S. Operations, GTC.

Changes in Use, Possession or Storage of Licensed Materials

The use, possession and storage of licensed materials will remain unchanged.

letter to: F. Costello/USNRC
October 13, 1995
RE: License No.: 20-11085-01

page 2

Status of Radiation Safety Records at the Time of Transfer

All radiation safety records available for historical use of byproduct material were transferred with the license. These records include but are not limited to: waste disposal via outside carriers, sewer disposal, drum disposal, personal dosimetry, wipe testing, leak testing, radiation safety, instrument calibration, radiation safety training.

Status of Facility

No decontamination occurred before the transfer. GTC agrees to assume full liability for the decontamination of the facility.

Description of Decontamination Plans

No decontamination occurred before the transfer. GTC agrees to accept full liability for the decontamination of the facility. Decommissioning activities, when they occur, will include the performance of a detailed radiation survey to identify residual radiation above NRC recommended release levels on all laboratory surfaces (i.e., benches, floors) and equipment (i.e. hoods, sinks, refrigerators, freezers) as well as inside sink drains and ventilation ductwork. The facility will be decontaminated through cleaning of loose contamination and removal of fixed contamination so that levels remaining are below NRC recommended release levels.

Indications and documentation of Whether the Transferor and Transferee agree to the Change in Ownership or Control of the Licensed Material and Activity

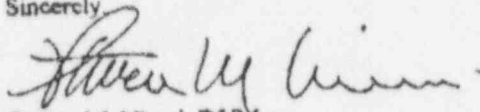
TSI Mason and GTC by submission of this joint notification of change in ownership agree to the change in ownership and control of the byproduct materials and activity currently governed by the license.

Commitment by the Transferee to Abide by all Constraints, Conditions, Requirements, Representations, and Commitments Identified in the Existing License

GTC agrees to abide by all constraints, conditions, requirements, representations, and commitments identified in the existing license.

If you require additional information with respect to this change in ownership, please contact me at your convenience.

Sincerely



Steven M. Niemi, DVM
Vice President, U.S. Operations

pc: J. Grant, Health and Safety Officer,
TSI Mason Laboratories

ESCROW AGREEMENT BETWEEN
GENZYME TRANSGENICS CORP. AND
STATE STREET BANK AND TRUST COMPANY
TO PROVIDE FINANCIAL ASSURANCE TO
U.S. NUCLEAR REGULATORY COMMISSION

ESCROW NUMBER GE 3355

Paragraph 1. Establishment of Escrow Account

It is agreed between the parties that Genzyme Transgenics Corp., licensee (hereinafter, "GTC" or "licensee"), has elected to establish an escrow account with State Street Bank and Trust Company (hereinafter "State Street" or "escrow agent"), Corporate Trust Department, Two International Place, Boston, MA 02110, to provide financial assurance for decommissioning of the facility(ies) in the amounts shown below:

2nd Floor
30 Memorial Drive
Cambridge, MA 02142

83 Rogers Street
Cambridge, MA 02142

134 Main Street
Cambridge, MA 02142

57 Union Street
Worcester, MA 01608

All facilities are under License No. 20-01489-05, as amended. This escrow agreement provides \$150,000 in financial assurance, as required.

Paragraph 2. Description of Property in Escrow Account

It is hereby acknowledged by the parties that \$150,000 has been delivered to escrow and will remain in the escrow account created by this agreement until one of the two conditions stated in Paragraph 3 of this agreement has been satisfied.

GTC warrants to and agrees with State Street that, unless otherwise expressly set forth in this Agreement: there is no security interest in the property in the escrow account or any part thereof; no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the escrow account or any part thereof; and the escrow agent shall have no responsibility at any time to ascertain whether or not any security interest exists or to file any financing statement under the Uniform Commercial Code with respect to the escrow account or any part thereof.

Paragraph 3. Conditions of Escrow Agreement

The property described in Paragraph 2, above, will remain in the escrow account created by this agreement until one of the two following conditions has been satisfied: (1) the decommissioning activities required by 10 CFR 30 have been completed. the license has been

PALMER & DODGE

ONE BEACON STREET, BOSTON, MA 02108-3190

Ralph A. Child
(617) 573-0151
rchild@palmerdodge.com

Telephone: (617) 573-0100
Facsimile: (617) 227-4420

January 12, 1996

BY OVERNIGHT MAIL

David Everhart
Material Licensing Section
Region I
U.S. Nuclear Regulatory Commission
631 Park Avenue
King of Prussia, Pennsylvania 19406

Re: Financial Assurance Arrangements
Genzyme Transgenics Corp. ("GTC"), Biodevelopment Laboratories,
Inc. ("BDL"), and TSI Mason Laboratories ("Mason")
Materials License Nos. 20-01489-01, 20-11085-01
Control Nos. 120639, 122497

Dear Mr. Everhart:

Enclosed please find an original of the fully executed and fully effective escrow agreement between Genzyme Transgenics Corp. and State Street Bank and Trust Company.

As you know, this escrow agreement is submitted to provide the financial assurance for an amended license to be issued to GTC. The amended license is the license currently held by GTC's subsidiary, BDL, and will also incorporate the license currently held by Mason, another GTC subsidiary. The current Mason license will be retired.

With this submission, my understanding is that the NRC has received all the substantive materials necessary to issue the amended license to GTC and to retire the Mason license, and also to release the two letters of credit (one for BDL and one for Arthur D. Little, Inc.) that provided the financial assurance for the current BDL license. The NRC's prompt turn-around on these requests would be much appreciated.

As we discussed earlier this week, I also understand that GTC has yet to submit the entire fee necessary for processing the pending applications. I also understand that the fee

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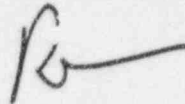
JAN 16 1996

David Everhart
January 12, 1996
Page 2

will be sent to the Fees Branch at the NRC by overnight mail on Monday or Tuesday next week, with a confirming copy direct to you.

Thank you for your expert, cordial, and responsive assistance in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to be 'RAC', with a long horizontal stroke extending to the right.

Ralph A. Child

RAC/dmw
Enclosure

cc: John Green, GTC (w/enc. of duplicate original)
Jim Basque, BDL (w/enc. of copy)
Denise Hayes, BDL (w/enc. of copy)
Deborah J. Gauthier, State Street (w/enc. of copy)
Beth Saunders, ADL (w/enc. of copy)

ESCROW AGREEMENT BETWEEN
GENZYME TRANSGENICS CORP. AND
STATE STREET BANK AND TRUST COMPANY
TO PROVIDE FINANCIAL ASSURANCE TO
U.S. NUCLEAR REGULATORY COMMISSION

ESCROW NUMBER _____

Paragraph 1. Establishment of Escrow Account

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2nd Floor
30 Memorial Drive
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Worcester, MA 01608

All facilities are under License No. 20-01489-05, as amended. This escrow agreement provides \$150,000 in financial assurance, as required.

Paragraph 2. Description of Property in Escrow Account

It is hereby acknowledged by the parties that \$150,000 has been delivered to escrow and will remain in the escrow account created by this agreement until one of the two conditions stated in Paragraph 3 of this agreement has been satisfied.

GTC warrants to and agrees with State Street that, unless otherwise expressly set forth in this Agreement: there is no security interest in the property in the escrow account or any part thereof; no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the escrow account or any part thereof; and the escrow agent shall have no responsibility at any time to ascertain whether or not any security interest exists or to file any financing statement under the Uniform Commercial Code with respect to the escrow account or any part thereof.

Paragraph 3. Conditions of Escrow Agreement

The property described in Paragraph 2, above, will remain in the escrow account created by this agreement until one of the two following conditions has been satisfied: (1) the decommissioning activities required by 10 CFR 30 have been completed, the license has been

terminated, the facility site is available for unrestricted use for any public or private purpose, and the escrow account has been terminated by joint notice, in writing, from GTC and the U.S. Nuclear Regulatory Commission (hereinafter, "NRC"); or (2) the escrow agent, State Street, has been notified by the NRC, in writing, that the licensee, GTC, has defaulted on the agreed obligation to carry out the decommissioning for the above listed facility(ies).

Paragraph 4. Disbursement of Property in Escrow Account

State Street shall make payments from the escrow account upon the presentation of a certificate duly executed by the President of GTC attesting to the occurrence of the events, and in the form set forth in the attached Specimen Certificate, and upon presentation of a certification attesting to the following conditions:

- (1) that decommissioning is proceeding pursuant to an NRC-approved plan,
- (2) that the funds withdrawn will be expended for activities undertaken pursuant to that plan, and
- (3) that the NRC has been given 30 days prior notice of GTC's intent to withdraw funds from the escrow account.

No withdrawal from the account can exceed 10 percent of the outstanding balance of the escrow account or \$15,000, whichever is greater, unless NRC approval is attached.

Or upon State Street receiving written notification of licensee's default from the NRC, State Street shall make payments from the escrow account as the NRC shall direct, in writing, to provide for the payment of the costs of the required decommissioning activities covered by this agreement. The escrow agent shall reimburse the licensee or other persons as specified by the NRC from the escrow account for expenses for required activities in such amounts as the NRC shall direct in writing. In addition, the escrow agent shall refund to GTC such amounts as the NRC specifies, in writing. Upon refund, such funds shall no longer constitute part of the escrow account as described in paragraph 2, above.

Paragraph 5. Irrevocability

It is also agreed between the parties that this escrow became irrevocable upon delivery to State Street, the escrow agent, and will remain irrevocable and in full force and effect until the occurrence of one of the conditions described in Paragraph 3, above.

Paragraph 6. Powers of the Escrow Agent

- (a) The only powers and duties of the escrow agent shall be to hold the escrow property and to invest and dispose of it in accordance with the terms of this agreement.

(b) GTC acknowledges and agrees that the escrow agent (i) shall be obligated only for the performance of such duties as are specifically set forth in this agreement, (ii) shall not be obligated to take any legal or other action hereunder which might in its judgment involve expense or liability unless it shall have been furnished with indemnity acceptable to it; (iii) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction, instrument, statement, request or document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility for determining the accuracy thereof; and (iv) may consult counsel satisfactory to it, including house counsel, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(c) Neither the escrow agent nor any of its directors, officers or employees shall be liable to anyone for any action taken or omitted to be taken by it or any of its directors, officers or employees hereunder except in the case of gross negligence, bad faith or willful misconduct. GTC agrees to indemnify State Street and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by State Street arising out of or in connection with this agreement or with the administration of its duties hereunder, including, but not limited to, legal fees and expenses and other costs and expenses of defending or preparing to defend against any claim of liability in the premises, unless such loss, liability or expense shall be caused by the escrow agent's gross negligence, bad faith or willful misconduct. In no event shall the escrow agent be liable for indirect, punitive, special or consequential damages.

(d) GTC agrees to assume any and all obligations imposed now or hereafter by any applicable tax law with respect to the payments under this agreement, and to indemnify and hold State Street harmless from and against any taxes, additions for late payment, interest, penalties and other expenses, that may be assessed against State Street on any such payment from the escrow account or other activities under this agreement. GTC undertakes to instruct State Street in writing with respect to State Street's responsibility for withholding and other taxes, assessments or other governmental charges, certifications and governmental reporting in connection with its acting as escrow agent under this agreement. GTC agrees to indemnify and hold State Street harmless from any liability on account of taxes, assessments or other governmental charges, including without limitation the withholding or deduction or the failure to withhold or deduct same, and any liability for failure to obtain proper certifications or to properly report to governmental authorities, to which State Street may be or become subject in connection with or which arises out of this agreement, including costs and expenses (including reasonable legal fees and expenses), interest and penalties. Notwithstanding the foregoing, no distributions will be made unless State Street is supplied with an original, signed Form W-9 or its equivalent prior to distribution.

(e) The escrow agent shall invest and reinvest the principal and income of the escrow account at the written direction of GTC and keep the escrow account invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which GTC may communicate in writing to the escrow

agent from time to time, subject, however, to the provisions of the escrow account; the escrow agent shall discharge its duties with respect to the escrow account solely in the interest of NRC and with the care, skill, prudence, and diligence, under the circumstances then prevailing, that persons of prudence, acting in like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims; except that:

- (i) Securities or other obligations of the licensee, or any other owner or operator of the licensed facility(ies), or any of their affiliates as defined in the Investment Company Act of 1940, as amended (15 U.S.C. 80A-2(a)), shall not be acquired or held, unless they are securities or other obligations of the Federal government;
 - (ii) The escrow agent is authorized to invest the escrow account in time or demand deposits to the extent insured by an agency of the Federal government; and
 - (iii) The escrow agent is authorized to hold cash, awaiting investment or distribution uninvested, for a reasonable time and without liability for the payment of interest thereon.
- (f) Without in any way limiting the powers and discretion conferred upon the escrow agent by other provisions of this agreement or by law, the escrow agent is expressly authorized and empowered:
- (i) To register any securities held in the escrow account in its own name or its nominee and to hold any security in bearer form or in book entry, or to deposit or arrange for the deposit of any securities issued by the U.S. Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the escrow agent shall at all times show that all such securities are part of the escrow account;
 - (ii) To deposit any cash in the escrow account in interest-bearing accounts or savings certificates to the extent insured by an agency of the Federal government;
 - (iii) To pay taxes, from the account, of any kind that may be assessed or levied against the escrow account and all brokerage commissions incurred by the escrow account.

Paragraph 7. Annual Valuation

After delivery has been made into this escrow account, the escrow agent shall annually, at least 30 days before the anniversary date of receipt of the property into the escrow account, furnish to the licensee and to the NRC a statement confirming the value of the escrow account. Any securities in the account shall be valued at market value as of no more than 60 days before the anniversary date of the establishment of the escrow account. The failure of the licensee to object in writing to the escrow agent within 90 days after the statement has been furnished to the licensee shall constitute a conclusively binding assent by the licensee,

barring the licensee from asserting any claim or liability against the escrow agent with respect to the matters disclosed in the statement.

Paragraph 8. Successor Escrow Agent

Upon 90 days prior notice to the NRC and the licensee, GTC, the escrow agent may resign; upon 90 days notice to the NRC and the escrow agent, the licensee, GTC, may replace the escrow agent upon 30 days prior notice to the NRC; provided that such resignation or replacement is not effective until the escrow agent has appointed a successor escrow agent and this successor accepts the appointment. The successor escrow agent shall have the same powers and duties as those conferred upon the escrow agent under this agreement. Upon the successor's acceptance of the appointment, the escrow agent shall assign, transfer, and pay over to the successor the funds and properties then constituting the escrow account. If for any reason the licensee cannot or does not act in the event of the resignation of the escrow agent, the escrow agent may apply to a court of competent jurisdiction for the appointment of a successor, or for instructions. The successor escrow agent shall specify the date on which it assumes administration of the escrow account in a writing sent to the licensee, the NRC, and the current escrow agent by certified mail 10 days before the change becomes effective. Any expenses incurred by the escrow agent as a result of any of the acts contemplated by this paragraph shall be paid as provided in Paragraph 10 of this agreement.

Paragraph 9. Instructions to the Escrow Agent

All orders, requests, and instructions from the licensee to the escrow agent shall be in writing, signed by such persons as are signatories to this agreement, or such other designees as the licensee or the NRC may designate in writing. All orders, requests, and instructions from the NRC shall be in writing, signed by the designees of the NRC. The escrow agent shall be fully protected in acting in accordance with such orders, requests, and instructions. The escrow agent shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the licensee or the NRC under this agreement has occurred. The escrow agent shall have no duty to act in the absence of such orders, requests, and instructions from the licensee and/or the NRC, except as provided in this agreement.

Paragraph 10. Compensation and Expenses of the Escrow Agent

The fee of the escrow agent for its services in establishing the escrow account shall be \$750, payable at the time of the execution of this agreement, to be borne by GTC, licensee.

Expenses of the escrow agent for the administration of the escrow account, the compensation of the escrow agent for services subsequent to the establishing of the escrow account to the extent not paid directly by the licensee, and all other proper charges and disbursements shall be paid from the escrow account.

GTC agrees to pay or reimburse State Street for any legal fees and expenses incurred in connection with the preparation of this agreement and to pay State Street's reasonable

compensation for its normal services hereunder in accordance with the attached fee schedule, which may be subject to change on an annual basis. The escrow agent shall be entitled to reimbursement on demand for all expenses incurred in connection with the administration of the escrow created hereby which are in excess of its compensation for normal services hereunder, including without limitation, payment of any legal fees and expenses incurred by the escrow agent in connection with the resolution of any claim by any party hereunder.

Paragraph 11. Amendment to this Agreement

This agreement may be amended by an instrument in writing executed by the licensee and the escrow agent provided that the licensee has given 30 days prior notice to the NRC.

This agreement may not be altered or modified without the consent of the parties hereto, which consent shall not constitute a waiver of any of the terms or conditions of this agreement, unless such waiver is specified in writing, and then only to the extent to specified. A waiver of any of the terms and conditions of this agreement on one occasion shall not constitute a waiver of the other terms and conditions of this agreement, or of such terms and conditions on any other occasion.

Paragraph 12. Termination

This agreement can be terminated by written notice of termination to the escrow agent signed by GTC, licensee, and the NRC, or by the NRC alone, if the licensee has ceased to exist.

Paragraph 13. Interpretation

This escrow agreement constitutes the entire agreement between GTC and State Street. The escrow agent shall not be bound by any other agreement or contract entered into by GTC and the only document that may be referenced in case of ambiguity in this escrow agreement is the licensing agreement between GTC and the NRC, or its successor.

Paragraph 14. Acceptance of Appointment by Escrow Agent

State Street Bank and Trust Company, Corporate Trust Department, Two International Place, Boston, MA 02110, does hereby acknowledge its appointment by Genzyme Transgenics Corp., the licensee, to serve as escrow agent for the escrow account created under this agreement and agrees to carry out its obligations and duties as stated in this escrow agreement.

Paragraph 15. Severability

If any part of this agreement is invalid, it shall not affect the remaining provisions that will remain valid and enforceable.

Paragraph 16. Dispute Resolution

It is understood and agreed that should any dispute arise with respect to the delivery, ownership, right of possession, and/or disposition of the escrow account, or should any claim be made upon such account by a third party, State Street, upon receipt of a written notice of such dispute or claim by the parties hereto or a third party, is authorized and directed to retain in its possession without liability to anyone, all or any of said account until such dispute shall have been settled either by the mutual agreement of the parties involved or by a final order, decree or judgment of a court in the United States of America, the time for perfection of an appeal of such order, decree or judgment having expired. State Street may, but shall be under no duty whatsoever to, institute or defend any legal proceeding which relate to the escrow account.

Paragraph 17. Consent to Jurisdiction and Service

GTC hereby absolutely and irrevocably consents and submits to the jurisdiction of the courts of the Commonwealth of Massachusetts and of any federal court located in said Commonwealth in connection with any actions or proceedings brought against GTC by State Street arising out of or relating to this agreement. In any such action or proceeding, GTC hereby absolutely and irrevocably waives personal service of any summons, complaint, declaration or other process and hereby absolutely and irrevocably agrees that service thereof may be made by certified or registered first class mail directed to GTC, at its address set forth in Paragraph 19 hereof.

Paragraph 18. Force Majeure

Neither GTC nor State Street shall be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

Paragraph 19. Notices

Any notice permitted or required hereunder shall be deemed to have been duly given if delivered personally or if mailed certified or registered mail, postage prepaid, to the parties at their addresses set forth below or to such other address as they may hereafter designate.

If to GTC:

Genzyme Transgenics Corp.
25 Birch Street
Milford, MA 01757
Attn: John B. Green
Chief Financial Officer

If to Escrow Agent:

State Street Bank and Trust Company
Two International Place
Boston, MA 02110
Attn: Debra J. Gauthier
Corporate Trust Department

Paragraph 20. Binding Effect

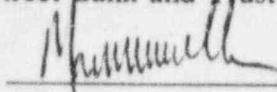
This Escrow Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors and assigns.

Paragraph 21. Governing Law

This Escrow Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

State Street Bank and Trust Company

By



Name

MARK NELSON

Title

VICE PRESIDENT

Date:

1/8/96



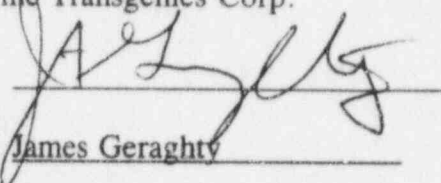
Notary

Kacia R. Banks, NOTARY PUBLIC

My commission expires: January 18, 2002

Genzyme Transgenics Corp.

By



Name

James Geraghty

Title

President

Date:

11/4/96



Notary

Commission Expires: 9/1/2001

Specimen Certificate attached to Escrow Agreement
Between Genzyme Transgenics Corp. and
State Street Bank and Trust Company
to Provide Financial Assurance to
Nuclear Regulatory Commission

State Street Bank and Trust Company
Corporate Trust Department
Two International Place
Boston, MA 02110

Attention: Escrow Division

Gentlemen:

In accordance with the terms of the Agreement with you dated _____,
I, _____, President of Genzyme Transgenics Corp. (hereinafter,
"GTC"), hereby certify that the following events have occurred:

1. GTC is required to commence the decommissioning of its facilities located at [insert location of facility] (hereinafter called the decommissioning).
2. The plans and procedures for the commencement and conduct of the decommissioning have been approved by the United States Nuclear Regulatory Commission, or its successor, on _____ (copy of approval attached).
3. The Board of Directors of GTC has adopted the attached resolution authorizing the commencing of the decommissioning.

President
Genzyme Transgenics Corp.

Date



TSI Corporation
25 Birch Street
Milford, MA 01757
TEL 508.478.0877
FAX 508.478.1277

27 October 1995

Mr. David Everhart
US Nuclear Regulatory Commission
Region I Material Licensing Section
631 Park Avenue
King of Prussia, PA 19406

030-04694

Subject: Termination License 20-11085-01 and Transfer of Responsibility to License 20-01489-01

Dear Mr. Everhart:

The purpose of this letter is to request a termination of materials license no. 20-11085-01 contingent upon NRC approval of transfer of authorization to use to materials license no. 20-01489-01. The particulars associated with this transfer of responsibility are described in the application for amendment of materials license no. 20-01489-01 to which this letter is attached. The following information incorporated in this letter was prepared according to guidance provided by the NRC:

Description of the Transfer

BIODEVELOPMENT Laboratories Inc. (BDL) and TSI Mason Laboratories (Mason) are operating units of Genzyme Transgenics Corporation. Both BDL and Mason are contract toxicology laboratories.

Currently Mason's use of by-product material at 57 Union St is authorized by Materials License 20-11085-01 and BDL's use at 30 Memorial Drive (2d floor only), at 134 Main St., and at 83 Rogers St., Cambridge, Massachusetts is authorized by license 20-01489-01. Since both BDL and Mason are wholly owned subsidiaries of GTC, we are requesting that all activities be consolidated under byproduct materials license 20-01489-01 with GTC as the licensee. License no. 20-11085-01 would be terminated.

Changes in Use, Possession and Storage of Byproduct Material

Use, possession and storage of licensed material will continue at 57 Union St., Worcester, Mass. but will be subject to the conditions specified in materials license no. 20-01489-01.

Status of Radiation Safety Records at the Time of Transfer

Historical radiation safety records associated with license no. 20-11085-01 will be transferred to the files associated with license no. 20-01489-01. These records will include, but not be limited to, waste storage and disposal, personal dosimetry, wipe tests, instrument calibrations

122497

OFFICIAL RECORD COPY **MIL 10**

NOV - 1 1995



TSI Corporation
25 Birch Street
Milford, MA 01757
TEL 508.478.0877
FAX 508.478.1277

Status of the Facility

No decontamination will occur before the transfer. The successor licensee agrees to assume full liability for the decontamination of the facility or site. Decontamination activities, when they occur, will include conduct of a detailed radiation survey to identify residual contamination followed by cleaning of loose contamination and removal of fixed contamination.

Commitment by Transferee to Abide by All Constraints, Conditions, Requirements, Representations and Commitments Identified in the License No. 20-11085-01

GTC agrees to abide by all constraints, conditions, requirements, representations and commitments identified in license no. 20-11085-01.

Sincerely yours,

A handwritten signature in cursive script, reading "Paul A. Zavorskas".

Paul A. Zavorskas
Radiation Safety Officer
TSI Mason Laboratories

A handwritten signature in cursive script, reading "Steven M. Niemi".

Steven M. Niemi, DVM
Vice President, US Operations
Genzyme Transgenics Corporation

Enclosures

MATERIALS LICENSE

Amendment No. 27

Pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974 (Public Law 93-438), and Title 10, Code of Federal Regulations, Chapter I, Parts 30, 31, 32, 33, 34, 35, 39, 40 and 70, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer byproduct, source, and special nuclear material designated below; to use such material for the purpose(s) and at the place(s) designated below; to deliver or transfer such material to persons authorized to receive it in accordance with the regulations of the applicable Part(s). This license shall be deemed to contain the conditions specified in Section 183 of the Atomic Energy Act of 1954, as amended, and is subject to all applicable rules, regulations and orders of the Nuclear Regulatory Commission now or hereafter in effect and to any conditions specified below.

Licensee		In accordance with letter dated January 27, 1994	
1. TSI Mason Laboratories		3. License number 20-11085-01 is amended in its entirety to read as follows:	
2. 57 Union Street Worcester, Massachusetts 01608		4. Expiration date February 28, 1999	
		5. Docket or Reference No. 2030-04694	
6. Byproduct, source, and/or special nuclear material	7. Chemical and/or physical form	8. Maximum amount that licensee may possess at any one time under this license	
A. Hydrogen 3	A. Any	A. 100 millicuries	
B. Carbon 14	B. Any	B. 50 millicuries	
C. Phosphorus 32	C. Any	C. 250 millicuries	
D. Sulfur 35	D. Any	D. 50 millicuries	
E. Scandium 46	E. Any	E. 10 millicuries	
F. Chromium 51	F. Any	F. 20 millicuries	
G. Iron 59	G. Any	G. 10 millicuries	
H. Yttrium 90	H. Any	H. 100 millicuries	
I. Niobium 95	I. Any	I. 10 millicuries	
J. Technetium 99	J. Any	J. 1 millicurie	
K. Technetium 99m	K. Any	K. 100 millicuries	
L. Ruthenium 103	L. Any	L. 10 millicuries	
M. Tin 113	M. Any	M. 10 millicuries	
N. Iodine 125	N. Any	N. 100 millicuries	
O. Iodine 131	O. Any	O. 10 millicuries	
P. Cerium 141	P. Any	P. 10 millicuries	
Q. Gadolinium 153	Q. Any	Q. 1 millicurie	
R. Hydrogen 3	R. Foils (Varian Aerograph Model 02-000104-00)	R. Not to exceed 250 millicuries per foil and 5000 millicuries total	

9. Authorized use

- A. through Q. Research and development as defined in 10 CFR 30.4; animal studies.
R. For use in Varian Aerograph Group I or II gas chromatography device for sample analysis.

CONDITIONS

10. Licensed material may be used only at the licensee's facilities located at 57 Union Street, Worcester, Massachusetts.

MATERIALS LICENSE
SUPPLEMENTARY SHEET

License number

20-11085-01

Docket or Reference number

030-04694

Amendment No. 27

(Continued)

CONDITIONS

11. A. Licensed material shall be used by, or under the supervision of, Henry J. Esber, In-Fai (Lau) Saksena, Satya M. Mitra, or Paul A. Zavorskas.
- B. The Radiation Safety Officer for this license is Paul A. Zavorskas.
12. Licensed material shall not be used in or on human beings.
13. Experimental animals, or the products from experimental animals, that have been administered licensed materials shall not be used for human consumption.
14. The licensee shall not use licensed material in field applications where activity is released except as provided otherwise by specific condition of this license.
15. The licensee shall conduct a physical inventory every six months to account for all sealed sources and devices containing licensed material received and possessed under the license.
16. Sealed sources or detector cells containing licensed material shall not be opened or sources removed from source holders by the licensee.
17. The licensee shall not acquire licensed material in a sealed source or device unless the source or device has been registered with the U.S. Nuclear Regulatory Commission pursuant to 10 CFR 32.210 or equivalent regulations of an Agreement State.
18. A. Detector cells containing a titanium tritide foil or a scandium tritide foil shall only be used in conjunction with a properly operating temperature control mechanism which prevents the foil temperatures from exceeding that specified in the certificate of registration referred to in 10 CFR 32.210.
- B. When in use, detector cells containing a titanium tritide foil or a scandium tritide foil shall be vented to the outside.
19. In lieu of using the conventional radiation caution colors (magenta or purple on yellow background) as provided in 10 CFR 20.203(a)(1), the licensee is hereby authorized to label detector cells, containing licensed material and used in gas chromatography devices, with conspicuously etched or stamped radiation caution symbols.
20. The licensee is authorized to transport licensed material in accordance with the provisions of 10 CFR 71, "Packaging and Transportation of Radioactive Material."
21. The licensee is authorized to hold radioactive material with a physical half-life of less than 65 days and Sulfur-35 for decay-in-storage before disposal in ordinary trash, provided:
- A. Waste to be disposed of in this manner shall be held for decay a minimum of ten half-lives.

MATERIALS LICENSE
SUPPLEMENTARY SHEET

License number 20-11085-01

Docket or Reference number
030-04694

Amendment No. 27

(21. continued)

CONDITIONS

- B. Before disposal as ordinary trash, the waste shall be surveyed at the container surface with the appropriate survey instrument set on its most sensitive scale and with no interposed shielding to determine that its radioactivity cannot be distinguished from background. All radiation labels shall be removed or obliterated.
- C. A record of each such disposal permitted under this License Condition shall be retained for three years. The record must include the date of disposal, the date on which the byproduct material was placed in storage, the radionuclides disposed, the survey instrument used, the background dose rate, the dose rate measured at the surface of each waste container, and the name of the individual who performed the disposal.
22. Radioactive waste generated shall be stored in accordance with the statements, representations, and procedures included with the waste storage plan described in the licensee's letter dated December 29, 1993.
23. Except as specifically provided otherwise in this license, the licensee shall conduct its program in accordance with the statements, representations, and procedures contained in the documents, including any enclosures, listed below. The Nuclear Regulatory Commission's regulations shall govern unless the statements, representations, and procedures in the licensee's application and correspondence are more restrictive than the regulations.
- A. Letter dated June 24, 1992
B. Letter dated August 30, 1993
C. Letter dated December 29, 1993

For the U.S. Nuclear Regulatory Commission

Original Signed By:

By Sheri Ann ArredondoNuclear Materials Safety Branch
Region I

King of Prussia, Pennsylvania 19406

Date JUL 26 1994

BETWEEN:

1995 NOV -6 AM 11:22

LICENSE FEE MANAGEMENT BRANCH, ARM
AND
REGIONAL LICENSING SECTIONS

(FOR LFMS USE)
INFORMATION FROM LTS

PROGRAM CODE: 03620

STATUS CODE: 0

FEE CATEGORY: 3M

EXP. DATE: 19990228

FEE COMMENTS:

DECOM FIN ASSUR REQD: N

LICENSE FEE TRANSMITTAL

A. REGION

1. APPLICATION ATTACHED

APPLICANT/LICENSEE: TSI MASON LABORATORIES

RECEIVED DATE: 951101

DOCKET NO: 3004694

CONTROL NO.: 122497

LICENSE NO.: 20-11085-01

ACTION TYPE: TERMINATION

2. FEE ATTACHED

AMOUNT:

CHECK NO.: /-----

3. COMMENTS

Reference Renewal
of License 20-01489-01
mc 120639

SIGNED

DATE

Rebecca J. Brown
11/1/95

B. LICENSE FEE MANAGEMENT BRANCH (CHECK WHEN MILESTONE 03 IS ENTERED ☒ 1)

1. FEE CATEGORY AND AMOUNT: 3M Termination

2. CORRECT FEE PAID. APPLICATION MAY BE PROCESSED FOR:

AMENDMENT ☒

RENEWAL -----

LICENSE -----

3. OTHER -----

SIGNED

DATE

Brenda Brown
11/14/95

RECEIVED BY LFDCB	
DATE	11/14/95
BY	Nov 15
BY	B. Brown
DATE	11/14/95