

AMENDED AND RESTATED **MEMORANDUM OF AGREEMENT**

This Amended and Restated Memorandum of Agreement (this “**Agreement**”) is made as of the 10th day of January, 2007 by and among the Boston Redevelopment Authority, a body corporate and politic established pursuant to M.G.L. ch. 121B, as amended, with an address of One City Hall Square, Boston, Massachusetts 02201 (the “**BRA**”); The Gillette Company, a Delaware corporation with an address of The Prudential Tower, 800 Boylston Street, Boston, Massachusetts 02199 (“**Gillette**”); the United States Postal Service, an independent establishment of the Executive Branch of the United States, with an address of 4301 Wilson Boulevard, Suite 300, Arlington, Virginia 22203-1861 (“**USPS**”); A Street Properties I, LLC, A Street Properties II, LLC, A Street Properties III, LLC, A Street Properties IV, LLC, each a Delaware limited liability company with an address c/o Beacon Capital Partners, Inc., One Federal Street, Boston, Massachusetts 02110 (collectively, “**Beacon**”); Boston HSR South Boston LLC, a Delaware limited company with an address at c/o Beacon Capital Partners, Inc., One Federal Street, 26th Floor, Boston, Massachusetts 02110 (“**Melcher Owner**”); W2005 BWH Realty II, L.L.C. and W2005 BWH III Realty, L.L.C., each a Delaware limited liability company with an address c/o Archon Group, LP, 99 High Street, Boston, Massachusetts 02110 (collectively “**W2005**”); The BRA, Gillette, USPS, Beacon, Melcher Owner, and W2005 are sometimes referred to collectively herein as the “**Parties**”; Gillette, USPS, Beacon, Melcher Owner and W2005 are sometimes referred to collectively herein as the “**Owner Parties**.”

RECITALS

- A. The Parties are parties to a Memorandum of Agreement dated May 2005 (the “**Original MOA**”) which contemplated, inter alia, (i) a process leading to the adoption of a Planned Development Area Master Plan with respect to the Owner Properties, as defined in the Original MOA, and (ii) the allocation of responsibility for the phased construction and long term maintenance of certain roads and open spaces within the 100 Acres, as defined in the Original MOA.
- B. By vote of even date herewith, the Boston Zoning Commission has approved the “Master Plan for Planned Development Area No. 69 South Boston/The 100 Acres” (the “**PDA Master Plan**”). Capitalized terms used herein without definition which are defined in the PDA Master Plan shall have the meanings ascribed to them therein.
- C. In light of the adoption of the PDA Master Plan, the Parties wish to amend and restate the Original MOA to omit all of the provisions thereof which are addressed in and/or superseded by the PDA Master Plan, and to refine their agreement concerning the allocation of responsibility for the phased construction and long term maintenance of Public Realm Enhancements.

NOW THEREFORE, for consideration of \$1.00 and the covenants contained herein, the parties agree that the Original MOA is amended and restated in its entirety as follows:

AGREEMENT

1. Recitals. The recitals set forth above are incorporated as if fully set forth herein.
2. First Phase Public Realm Enhancements. The First Phase Public Realm Enhancements shown on the plan entitled "Circulation and Pedestrian Improvements" annexed to the PDA Master Plan as Exhibit J and listed on Exhibit K annexed to the PDA Master Plan, will have to be undertaken in the near future in order to accommodate any substantial future development within 100 Acres. The Parties agree that the actual construction of the First Phase Public Realm Enhancements shall be undertaken based upon a schedule mutually agreeable to the BRA, BTM, and the Owner Parties (such agreement not to be unreasonably conditioned, withheld or delayed, and completion in any event to occur on or before December 31, 2009) and that such schedule will allow for portions of the new development to proceed in advance of construction of the First Phase Public Realm Enhancements. Certain of such First Phase Public Realm Enhancements will be constructed over portions of the Owner Properties, and thus the Owner Parties acknowledge and agree that no later than December 31, 2007, each of the applicable Owner Parties shall either make Conveyance or Escrow of their respective First Phase Contribution. Subsequent to release from Escrow, to the extent permitted by law, the BRA may, pursuant to this Agreement, make a confirmatory taking of areas included in such First Phase Public Realm Enhancements, and the release of documents from Escrow will constitute consent by each of the applicable Owner Parties to such confirmatory taking of the same property interests which it has voluntarily conveyed. The precise parameters of such acquisitions shall be determined by means of engineering work undertaken in accordance with Exhibit B at the cost of the Owner Parties (other than Beacon and, subject to Section 5 below, Melcher Owner) (the "**Participating Owner Parties**"), with such parameters and such engineering work to be consistent with the approved site plan for the Channel Center Project. The Participating Owner Parties shall share in the cost of the First Phase Public Realm Enhancements in excess of those costs for which Beacon is responsible as set forth in PDA Development Plan No. 53 and the contract documents relating thereto (which shall be borne by Beacon), and in excess of successfully enforced Central Artery/Tunnel Project mitigation commitments, as such First Phase Public Realm Enhancements are constructed based upon the Fair Share Percentages set forth in Section 4.b below. After the acceptance by the City of Boston, the City of Boston shall maintain the First Phase Public Realm Enhancements (other than the Interim Harborwalk Landscaping/Irrigation referred to on said Exhibit K, which shall be maintained by Gillette).
3. Subsequent Public Realm Enhancements.

In addition to construction of the First Phase Public Realm Enhancements, the Full Build-out (as set forth in Table 1 of the PDA Master Plan), will require, over time, the

construction of the New Open Spaces and the Infrastructure Improvements described in the PDA Master Plan. The Owner Parties and the BRA acknowledge and agree that the phasing plan annexed hereto as Exhibit A is the agreed allocation of related and appropriate New Open Space and Infrastructure Improvements to the various Parcels denominated in the PDA Master Plan (the “**Allocated Enhancements**”)¹. Accordingly, in connection with development of their respective Parcels, the Participating Owner Parties shall include the construction of their respective Allocated Enhancements, and, as set forth in the PDA Master Plan:

“[T]he BRA may condition approval of Proponent’s PDA Development Plans upon Conveyance or Escrow of such real property interests belonging to such Proponent as are necessary to construct or cause the construction of those additional portions of Public Realm Enhancements related to or appropriate in light of the undertaking of the development described in such PDA Development Plan.”

The widening of A Street from three lanes to four lanes (five lanes in one location) from West Second Street to Melcher Street (the “**A Street Widening**”) is an Infrastructure Improvement described in the PDA Master Plan but is not allocated to any Participating Owner Party on Exhibit A. Upon completion of the Engineering, as defined in Exhibit B, each of the applicable Owner Parties owning land included in the revised right of way for the A Street Widening shall either make Conveyance or Escrow of their respective portions of such right of way on or before December 31, 2007. Subsequent to such Conveyance or Escrow, to the extent permitted by law, the BRA may make a confirmatory taking of areas included in such revised right of way for the A Street Widening, and the Conveyance or Escrow will constitute consent by each of the applicable Owner Parties to such confirmatory taking of the same property interests which it has voluntarily conveyed. The A Street Widening shall be allocated by the BRA to the first Proposed Project of a Participating Owner Party for which a transportation study undertaken as part of Article 80 review demonstrates that upon construction of such Proposed Project, the level of service at intersections along a material portion of the length of A Street from West Second Street to Melcher Street will be diminished to F by reason of the transportation impacts of such Proposed Project. Upon such allocation, the A Street Widening shall be part of the Allocated Enhancements.

In addition to the Allocated Enhancements, certain Infrastructure Improvements are shown in the PDA Master Plan which are not allocated to any specific Parcel or Owner Party. These include so-called northwest corner improvements consisting of (i) the extension of West Second Street to Foundry Street, and (ii) and the construction of a new ramp from Foundry Street to the West Fourth Street bridge (the “**Unallocated Enhancements**”). These Unallocated Enhancements will be eligible for reimbursement from the Sinking Fund, as hereinafter defined, if undertaken by the City of Boston or the

¹ Notwithstanding anything to the contrary shown on said Exhibit A, no Owner Party shall be required to construct Allocated Enhancements on land belonging to any other Owner Party or belonging to any other person.

Boston Redevelopment Authority only if required to authorize build-out in addition to the initial 4.1 million square feet of gross floor area in accordance with the PDA Master Plan.

The BRA and the Owner Parties agree that the Public Realm Enhancements do not include the construction of (i) a pedestrian bridge from the Site across the Fort Point Channel to South Station, or (ii) a pedestrian bridge from the Site across the Haul Road to the Boston Convention and Exhibit Center.

- a. Infrastructure Improvements. Subject to the Public Realm Enhancement Cost Cap, as hereinafter defined, all Infrastructure Improvements constructed by the Owner Parties within the 100 Acres shall be constructed to City of Boston and PDA Master Plan specifications (provided that in no event shall compliance with such specifications be required where it would cause an Owner Party to suffer loss of any material portion of a Parcel shown in the PDA Master Plan), and such streets shall be either public ways or private ways open to public travel, the layout of which may be vertically limited both above and below the traveled surface as may be reasonably approved by the BRA, and may be either fee interests or easement interests. Accordingly, after the acceptance by the City of Boston, the City of Boston shall maintain such Infrastructure Improvements.
 - b. New Open Spaces. Subject to the Public Realm Enhancement Cost Cap, as hereinafter defined, New Open Spaces shall be designed and subsequently maintained to a first class quality standard with materials appropriate to the nature of the proposed use thereof, which designs shall be subject to BRA approval. The fee title or other perpetual property rights, including without limitation the transfer of either fee interests or easement interests or both (e.g., perpetual easement for passive or active recreational use, as appropriate), which may be vertically limited below the surface as may be reasonably approved by the BRA, to these New Open Spaces may initially be held by the BRA until such New Open Spaces are conveyed to a non-profit open space management entity established by the Participating Owner Parties and approved by the BRA (the “**Management Entity**”). The care and maintenance of New Open Spaces after construction shall be managed through such Management Entity.
4. Financing of Public Realm Enhancements.
- a. Public Financing. The BRA agrees to work with the Owner Parties to enforce Central Artery/Tunnel Project mitigation commitments which include any portions of the First Phase Public Realm Enhancements. The BRA further agrees to work with the Owner Parties and appropriate City of Boston officials to determine the feasibility of using District Improvement Financing or other comparable public funding for the construction of the Public Realm Enhancements (“**Public Financing**”). Such Public Financing may require Owner Party participation in the debt service for such bond financing, but in the absence of new development on the Site, the Owner Parties shall not be required to participate in debt service in a cumulative amount greater than \$3,750,000 less

any portion of such amount applied to the construction of First Phase Public Realm Improvements. If Public Financing shall become available, the Owner Parties and the BRA shall agree upon such amendments to this Agreement as may be appropriate to reflect potential accelerated construction of certain Public Realm Enhancements and the participation by Beacon in such Public Financing for the construction of improvements required by PDA Development Plan No. 53 and the contract documents relating thereto. The BRA shall not be obligated to prioritize Public Financing for Public Realm Enhancements in the 100 Acres.

- b. Fair Share Formula - Construction. To the extent such Public Funding is not available at the time any such Public Realm Enhancements are to be made, the Participating Owner Parties shall, in accordance with this Section 4.b, share the cost of construction of Public Realm Enhancements in the ratio of the permitted Full Build-out density of development for each of such Participating Owner Parties (as set forth in Table 1 of the PDA Master Plan) to the aggregate permitted Full Build-out density for all three such Participating Owner Parties (as set forth in Table 1 of the PDA Master Plan), rounded to the nearest whole percentage, which are as follows: USPS - 60%; Gillette - 32% and W2005 - 8% (the “**Fair Share Percentages**”).

Such sharing shall be implemented by the following mechanism. In connection with the undertaking by the respective Participating Owner Parties of each Proposed Project pursuant to an approved PDA Development Plan, such Participating Owner Party shall be required to deposit in an interest bearing sinking fund maintained by the Participating Owner Parties (the “**Sinking Fund**”) an amount (the “**Project Contribution**”) determined by multiplying the number of square feet of gross floor area (used for the calculation of FAR) in such Proposed Project by the Per Square Foot Cost Limitation, as defined in Exhibit B annexed hereto. For example, if the Proposed Project has 250,000 square feet of gross floor area, the Proposed Project’s Project Contribution is \$2,982,500². Each Participating Owner Party undertaking a Proposed Project or constructing Allocated Enhancements (which may occur in advance of construction of a Proposed Project) shall have the right to withdraw from the Sinking Fund for application to the cost of constructing the Proposed Project’s Allocated Enhancements the lesser of (i) the actual cost of such Proposed Project’s Allocated Enhancements (subject to cost certification by a third party consultant agreed upon by the Participating Owner Parties) or (ii) the deemed cost of the Allocated Enhancements based on aggregate Unit Costs, as defined in said Exhibit B, for the Allocated Enhancements.

Any portion of the Project Contribution not so withdrawn for Allocated Enhancements shall be available to pay for Allocated Enhancements to the other Parcels whose Allocated Enhancements cost more than their respective Project

² This amount is subject to recalculation in accordance with the process for final establishment of the Per Square Foot Cost Limitation as set forth in Exhibit B.

Contributions or for Unallocated Enhancements. Withdrawals from the Sinking Fund for reimbursement to Participating Owner Parties whose Allocated Enhancements cost more than their respective Project Contributions will be on a first in/first out basis, reimbursing the oldest claim for reimbursement first, and shall be satisfied prior to the application of any portion of the Sinking Fund to Unallocated Enhancements. Contribution to the Sinking Fund shall be a condition precedent to the issuance of a building permit for each Proposed Project on the Parcels of the Participating Owner Parties, which obligation shall be specifically enforceable in equity by the other Participating Owner Parties notwithstanding the provisions of Section 6 hereof. The BRA agrees that it shall not require a level of finish or amenity in the Public Realm Enhancements required as part of each PDA Development Plan approval which shall cause the cost of the Public Realm Enhancements to exceed the Public Realm Enhancement Cost Cap as defined in said Exhibit B (determined without regard to excess environmental remediation costs).

Notwithstanding anything herein to the contrary, to the extent that construction of Allocated Enhancements requires environmental remediation on the land of a Participating Owner Party resulting in construction costs in excess of the deemed cost of such Allocated Enhancements based on aggregate Unit Costs, as defined in said Exhibit B, for the Allocated Enhancements, then only such Participating Owner Party constructing such Allocated Enhancements shall be required to bear the cost of such remediation.

In amplification of the foregoing, only those Participating Owner Parties which undertake a Proposed Project pursuant to an approved PDA Development Plan pursuant to which new gross floor area is permitted (either new construction or as an extension to one or more Existing Buildings), shall have any obligation to make Project Contributions for the cost of Public Realm Enhancements.

- c. Fair Share Formula - Maintenance. The Participating Owner Parties shall share the cost of the maintenance of the New Open Spaces in their Fair Share Percentages. The Management Entity shall have the power to place and enforce liens upon the Parcels (or Project Components) of any Participating Owner Party which defaults in its obligation to pay its Fair Share Percentage of such maintenance costs.
5. Effect on Other Properties. Notwithstanding anything contained herein, (i) nothing in this Agreement is intended to modify any of the permits, approvals or agreements now in effect with respect to any project, including without limitation the Channel Center project as set forth in PDA Development Plan No. 53 and the contract documents relating thereto, (ii) except as expressly set forth in PDA Development Plan No. 53 and the contract documents relating thereto, or in connection with Public Funding in accordance with Section 4.1 above, or the Escrow or Conveyance of right of way for First Phase Public Realm Enhancements pursuant to Section 2 or for A Street Widening pursuant to Section 3, under no circumstances shall Beacon or any other owner of all or any portion

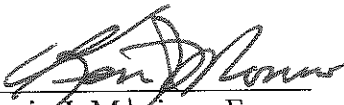
of the Beacon properties be required to make any monetary or other contributions to any Public Realm Enhancements within 100 Acres by reason of this Agreement, and (iii) the Beacon properties shall not be subject to any takings or similar arrangements except to the extent consistent with the approved site plan for the Channel Center Project. In addition, notwithstanding anything set forth herein to the contrary, unless and until such time as Melcher Owner develops additional floor area at the Melcher properties, under no circumstances shall Melcher Owner or any other owner of all or any portion of the Melcher properties be required to make any monetary or other contributions to any Infrastructure Improvements or other improvements within 100 Acres, and the Melcher properties shall not be subject to any takings or similar arrangements except as expressly agreed to in writing by Melcher Owner.

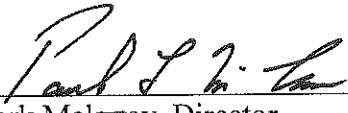
6. Non-Opposition. Each of the Owner Parties agrees that it shall not directly or indirectly oppose, challenge or appeal any permit applications made or approvals granted for the construction of developments by any other Owner Party on development sites within the 100 Acres so long as the proposed project described therein is consistent with the PDA Master Plan.
7. Future Agreements. The Parties acknowledge and agree that this Agreement sets forth a framework for the future growth and development of the 100 Acres, and that future agreements will be necessary to effectuate the understandings set forth herein (including without limitation, an amendment to the City of Boston's Municipal Harbor Plan, and agreements between the BRA and each Owner Party relating to the Conveyance or Escrow of real property interests for the creation of the First Phase Public Realm Enhancements and Allocated Enhancements. The Parties agree to reasonably cooperate in such future agreements and undertakings.
8. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws. This Agreement may be signed in counterparts, which together shall constitute but one original. This Agreement shall be binding upon the successors and assigns of each Owner Party, in each such party's capacity as an owner of all or any portion of the Parcels. In the event that any court of competent jurisdiction shall hold any portion of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. No officer, director, employee, member, manager, partner, shareholder, consultant or agent of any Party shall have any personal liability hereunder.

Executed as an instrument under seal as of the date first set forth above.

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

By: 
Kevin J. Morrison, Esq.
General Counsel

By: 
~~Mark Maloney~~, Director
Acting

THE GILLETTE COMPANY

By: _____

Name: _____

Title: _____

W2005 BWH II REALTY, L.L.C.

By: _____
John Matteson, Assistant Vice President

W2005 BWH III REALTY, L.L.C.

By: _____
John Matteson, Assistant Vice President

UNITED STATES POSTAL SERVICE

By: _____

Name: _____

Title: _____

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BOSTON REDEVELOPMENT AUTHORITY

By:

Kevin J. Morrison, Esq.
General Counsel

By:

Mark Maloney, Director

THE GILLETTE COMPANY

By:

Mark M. Leckie

Name:

Mark Leckie

Title:

Group President, Gillette

W2005 BWH II REALTY, L.L.C.

By:

John Matteson, Assistant Vice President

W2005 BWH III REALTY, L.L.C.

By:

John Matteson, Assistant Vice President

UNITED STATES POSTAL SERVICE

By:

Name:

Title:

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Kevin J. Morrison, Esq.
General Counsel

By: _____
Mark Maloney, Director

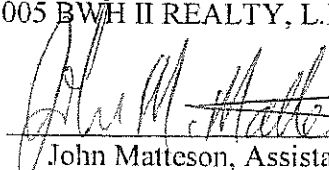
THE GILLETTE COMPANY

By: _____

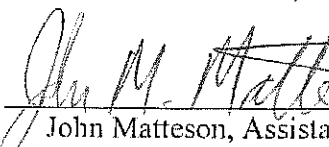
Name: _____

Title: _____

W2005 BWH II REALTY, L.L.C.

By:  _____
John Matteson, Assistant Vice President

W2005 BWH III REALTY, L.L.C.

By:  _____
John Matteson, Assistant Vice President

UNITED STATES POSTAL SERVICE

By: _____

Name: _____

Title: _____

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General Counsel

By:

Mark Maloney, Director

THE GILLETTE COMPANY

By: _____

Name: _____

Title: _____

W2005 BWH II REALTY, L.L.C.

By: _____

John Matteson, Assistant Vice President

W2005 BWH III REALTY, L.L.C.

By: _____

John Matteson, Assistant Vice President

UNITED STATES POSTAL SERVICE

By: _____

Stephen C. Roth

Contracting Officer

A STREET PROPERTIES I LLC, a Delaware limited liability company

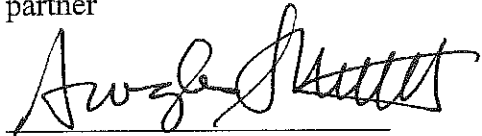
By: Beacon Capital Strategic Partners, L.P., a Delaware limited partnership, its sole member

By: BCP Strategic Partners, LLC, a Delaware limited liability company, its general partner

By: Beacon Capital Partners, L.P., a Delaware limited partnership, its sole member

By: Beacon Capital Partners, Inc., a Maryland corporation, its general partner

By:



Douglas S. Mitchell
Senior Vice President
Hereunto duly authorized


A STREET PROPERTIES II LLC, a Delaware limited liability company

By: Beacon Capital Strategic Partners, L.P., a Delaware limited partnership, its sole member

By: BCP Strategic Partners, LLC, a Delaware limited liability company, its general partner

By: Beacon Capital Partners, L.P., a Delaware limited partnership, its sole member

By: Beacon Capital Partners, Inc., a Maryland corporation, its general partner

By: 

Douglas S. Mitchell
Senior Vice President
Hereunto duly authorized

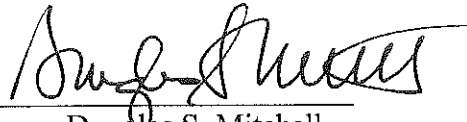
A STREET PROPERTIES III LLC, a Delaware limited liability company

By: Beacon Capital Strategic Partners, L.P., a Delaware limited partnership, its sole member

By: BCP Strategic Partners, LLC, a Delaware limited liability company, its general partner

By: Beacon Capital Partners, L.P., a Delaware limited partnership, its sole member

By: Beacon Capital Partners, Inc., a Maryland corporation, its general partner

By: 

Douglas S. Mitchell
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Hereunto duly authorized

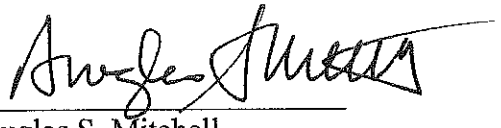
A STREET PROPERTIES IV LLC, a Delaware limited liability company

By: Beacon Capital Strategic Partners, L.P., a Delaware limited partnership, its sole member

By: BCP Strategic Partners, LLC, a Delaware limited liability company, its general partner


By: Beacon Capital Partners, L.P., a Delaware limited partnership, its sole member

By: Beacon Capital Partners, Inc., a Maryland corporation, its general partner

By: 

Douglas S. Mitchell
Senior Vice President
Hereunto duly authorized

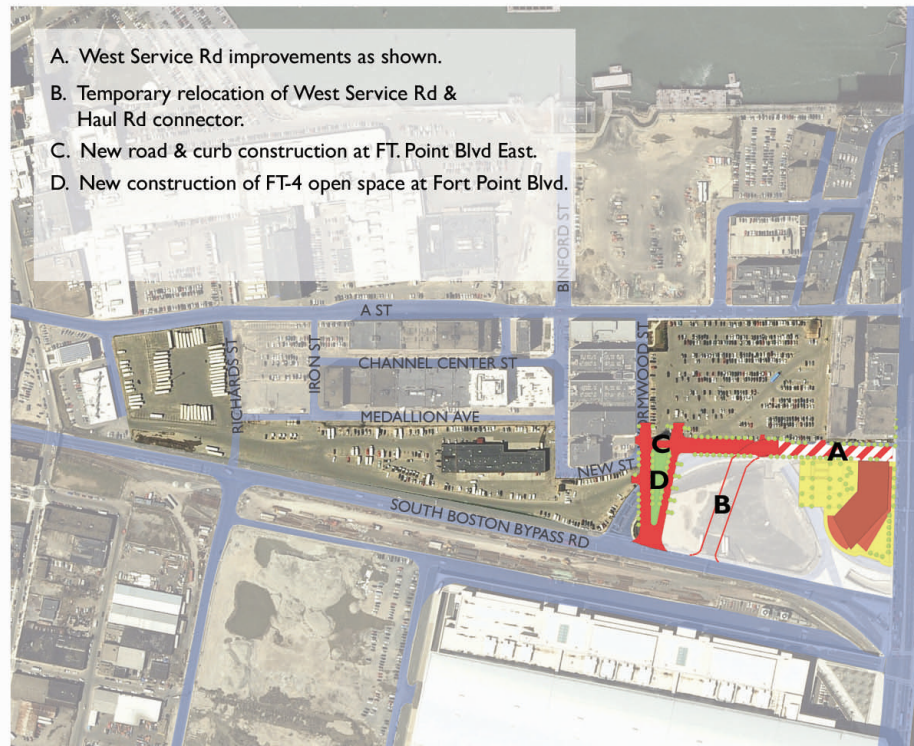
BOSTON HSR SOUTH BOSTON LLC

By: 

Name: Alan M. Leventhal
Title: Manager

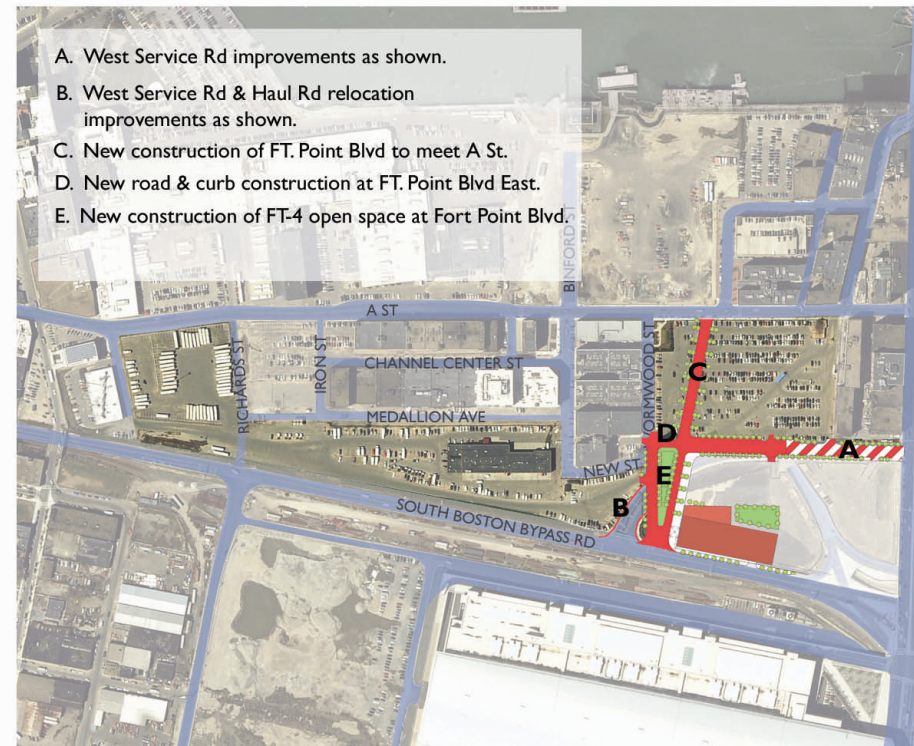
Exhibit A

Plans Showing Allocated Enhancements



- A. West Service Rd improvements as shown.
- B. Temporary relocation of West Service Rd & Haul Rd connector.
- C. New road & curb construction at FT. Point Blvd East.
- D. New construction of FT-4 open space at Fort Point Blvd.

PARCEL UI.1



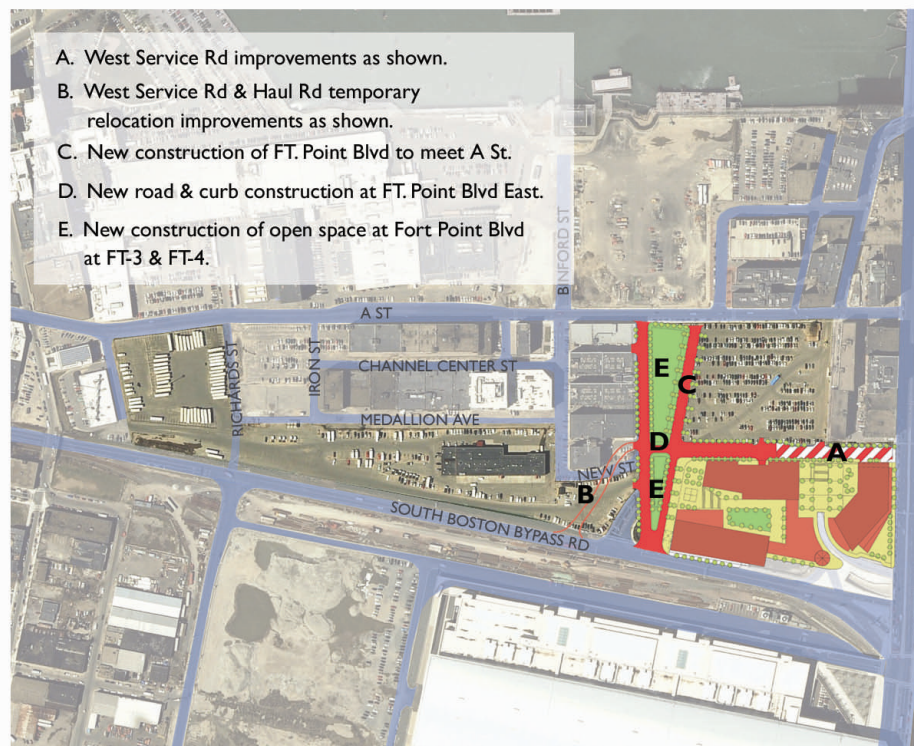
- A. West Service Rd improvements as shown.
- B. West Service Rd & Haul Rd relocation improvements as shown.
- C. New construction of FT. Point Blvd to meet A St.
- D. New road & curb construction at FT. Point Blvd East.
- E. New construction of FT-4 open space at Fort Point Blvd.

PARCEL UI.2



- A. West Service Rd improvements as shown.
- B. West Service Rd & Haul Rd relocation improvements as shown.
- C. New construction of FT. Point Blvd to meet A St.
- D. New road & curb construction at FT. Point Blvd East.
- E. New construction of FT-4 open space at Fort Point Blvd.

PARCEL UI.3



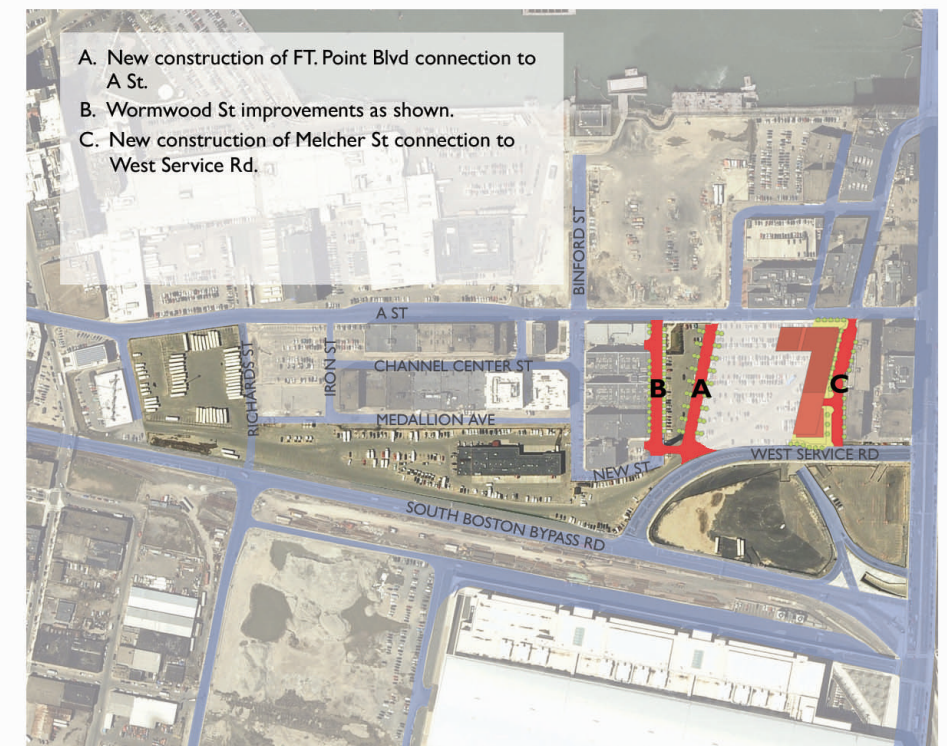
- A. West Service Rd improvements as shown.
- B. West Service Rd & Haul Rd temporary relocation improvements as shown.
- C. New construction of FT. Point Blvd to meet A St.
- D. New road & curb construction at FT. Point Blvd East.
- E. New construction of open space at Fort Point Blvd at FT-3 & FT-4.

PARCEL UI



- A. New construction of FT. Point Blvd connection to A St.
- B. Wormwood St improvements as shown.
- C. New construction of Necco Alley Service Rd connection to West Service Rd.
- D. Seeded grass area.

PARCEL U2



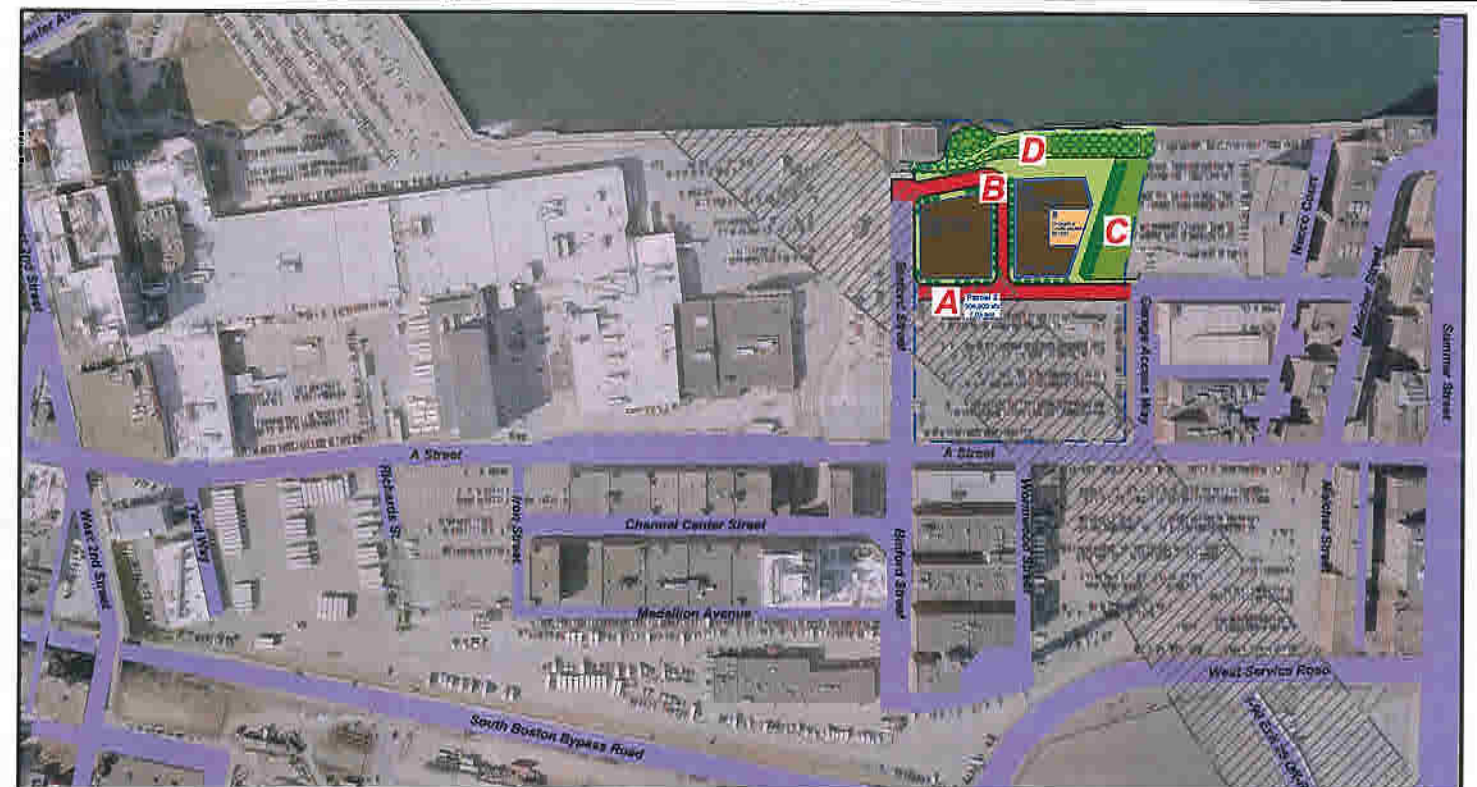
- A. New construction of FT. Point Blvd connection to A St.
- B. Wormwood St improvements as shown.
- C. New construction of Melcher St connection to West Service Rd.

PARCEL U3



PARCELS G1, G2, & G3

- A** New Street from Necco Street to Fort Point Channel Park.
- B** Necco Street improvement.
- C** Construction of open space HW1, partial FT1.



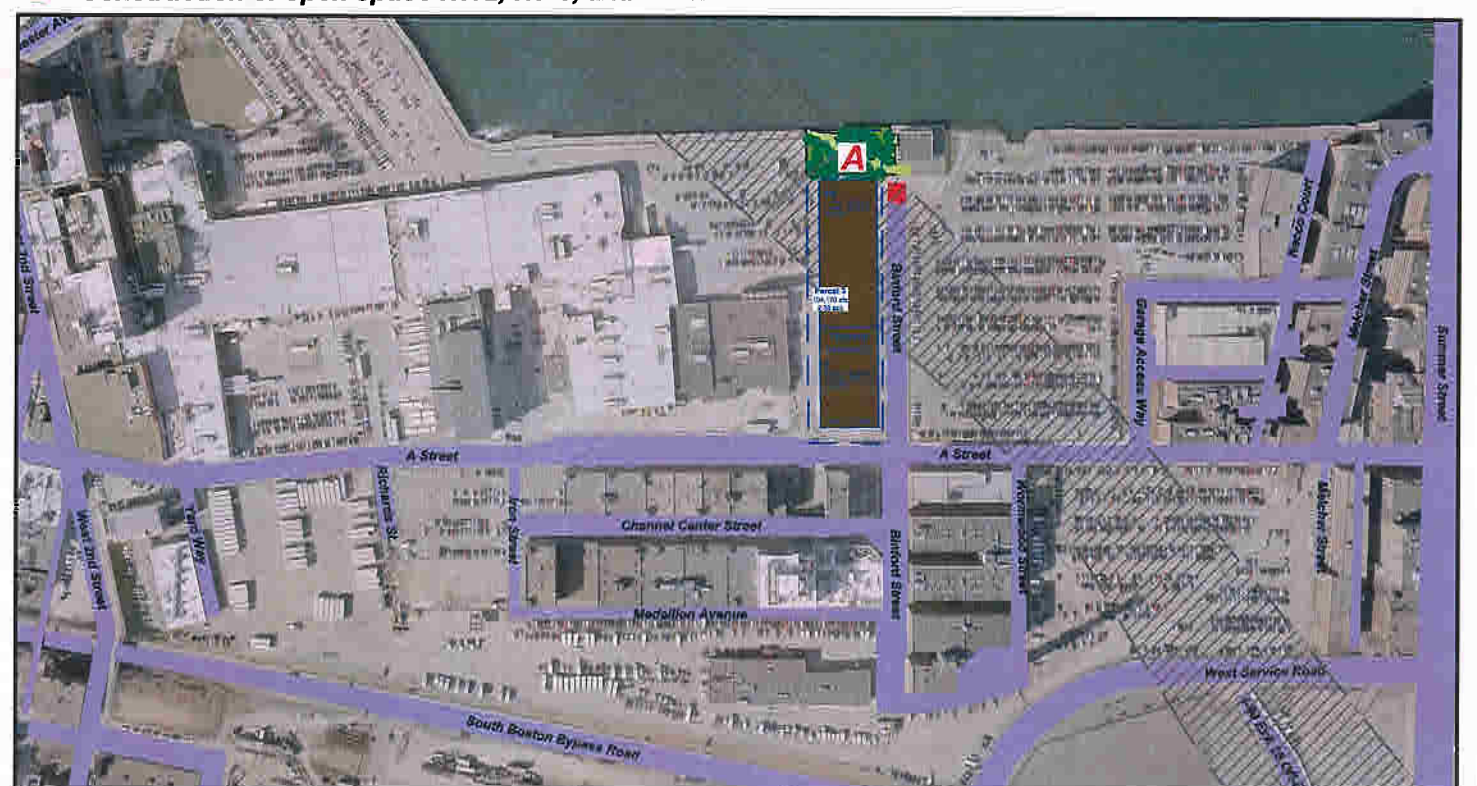
PARCELS G4 & G5

- A** Extension of Necco Street to Binford Street.
- B** Construction of Channel Street and connection to Binford Street.
- C** Construction of partial FT1.
- D** Construction of open space HW2, HW3, and HW4.



PARCEL G6

- A** Construction of Fort Point Avenue between A Street and Necco Street.
- B** Construction of Wormwood Street between A Street and Necco Street.
- C** Extension of Necco Street to Binford Street.
- D** Construction of open space FT2.



PARCELS G7 & G8

- A** Construction of open space HW5.

**INFRASTRUCTURE IMPROVEMENTS
ASSOCIATED WITH DEVELOPMENT PARCELS**

Note: Sequence shown is illustrative of one scenario. Parcels may be developed in a different sequence so long as appropriate infrastructure is accomplished with each parcel.



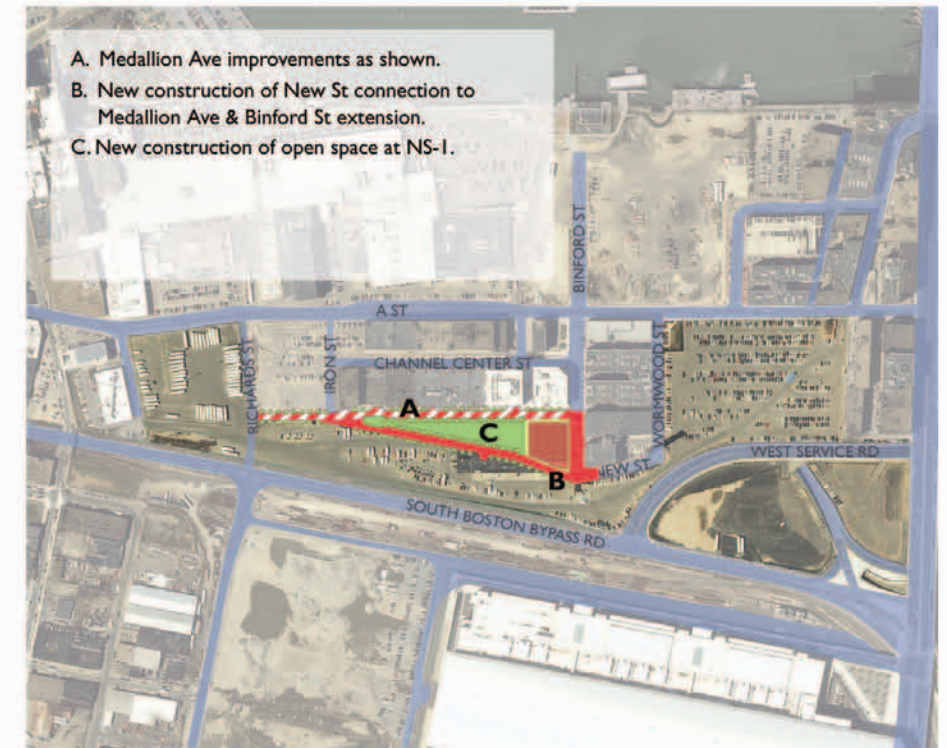
- A. New construction of FT. Point Blvd connection to A St.
- B. New construction of Melcher St connection to West Service Rd.
- C. Wormwood St improvements as shown.
- D. New construction of Necco Alley Service Rd connection to West Service Rd.
- E. New construction of open space at FT-3.

PARCEL U2 & U3



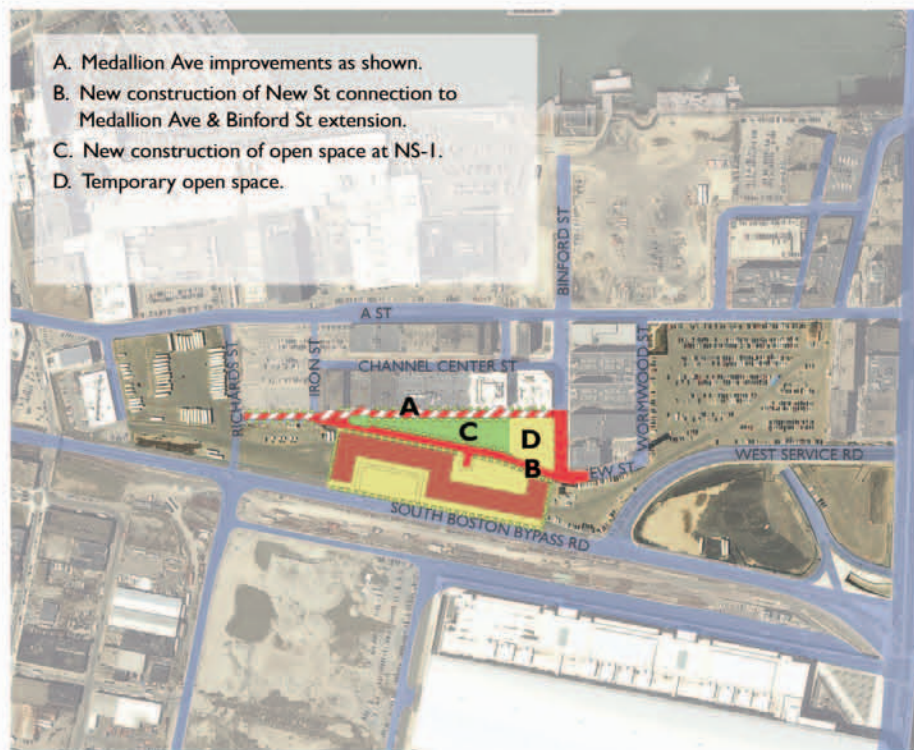
- A. West Service Rd & Haul Rd relocation improvements as shown.
- B. New construction and improvements at New St as shown.
- C. New construction of open space at HR-1.

PARCEL U4



- A. Medallion Ave improvements as shown.
- B. New construction of New St connection to Medallion Ave & Binford St extension.
- C. New construction of open space at NS-1.

PARCEL U5



- A. Medallion Ave improvements as shown.
- B. New construction of New St connection to Medallion Ave & Binford St extension.
- C. New construction of open space at NS-1.
- D. Temporary open space.

PARCEL U6



- A. Medallion Ave improvements as shown.
- B. New construction of open space at HR-2.
- C. New construction of open space at HR-3.

PARCEL U7



- A. West 1st St improvements as shown.
- B. New construction of Medallion Ave extension.
- C. New construction of open space at RF-1.

PARCEL U8

Exhibit B

Public Realm Enhancements Cost Cap

In order to accurately establish the projected cost of the of Public Realm Enhancements, the Participating Owner Parties shall engage Survey and Mapping Consultants, Inc. or one or more professional surveying, civil engineering, or landscape architectural firms mutually acceptable to the Participating Owner Parties (in any case, an “**Engineer**”), to engineer the locations and layout of the Public Realm Enhancements (excluding the Unallocated Enhancements), including without limitation to calculate the linear footage of each of the Infrastructure Improvements and the square footage of each of the New Public Open Spaces (the “**Engineering**”). Such Engineering shall be completed no later than September 30, 2007.

No later than September 30, 2007, the Participating Owner Parties shall submit to the BRA a proposed scope for the finishes and amenities to be incorporated in the Public Realm Enhancements, including, without limitation, materials for sidewalks, quality and quantity of street furniture, and required traffic signals for the Infrastructure Improvements, and the proportions of hardscape and softscape, hardscape materials, quality and quantity of street furniture, and planting lists (including quantity per square foot and caliper sizes) for New Public Open Spaces (the “**Scope**”). The BRA and the Participating Owner Parties shall agree upon the Scope no later than October 31, 2007.

Upon completion of the Engineering and agreement upon the Scope, the Participating Owner Parties shall cause an Engineer to provide a detailed cost estimate for the Scope within sixty (60) days after agreement upon the Scope. Such cost estimate shall be provided for the various units of construction set forth below. The amount so determined shall be increased once by a contingency in the amount of ten percent (10%) of such cost estimate, and shall be thereafter further increased annually by the increase in the cost of construction as determined by the ENR Construction Cost Index (such costs, as so increased, the “**Unit Costs**”).

The total of such Unit Costs is referred to as the “**Public Realm Enhancements Cost Cap.**” and such Public Realm Enhancements Cost Cap divided by 5,879,288 (being the total square footage of development authorized by the PDA Master Plan at Full Build-out (exclusive of additional density permissible on Special Sites) is referred to as the “**Per Square Foot Cost Limitation.**”

Based upon preliminary cost estimates, the projected cost of the of Public Realm Enhancements, as of the date hereof is approximately \$11.93 for each square foot of development authorized by the PDA Master Plan at Full Build-out (exclusive of additional density permissible on Special Sites).

UNITS OF CONSTRUCTION:

Infrastructure Improvements Costs:

Construction of new streets: cost per linear foot, including concrete sidewalks, granite edgestones, asphalt roadway, drainage pipes and catch basins.

Upgrading existing streets: cost per linear foot including concrete sidewalks, granite edgestones, and asphalt roadway.

Traffic Signals: cost per intersection for traffic lights.

New Open Spaces Costs:

Active Parks: cost per square foot

Passive Parks: cost per square foot

Harborwalk: cost per square foot

Environmental Remediation:

New Public Open Spaces east of A Street: cost per cubic yard for the actual cost of remediation (in excess of the normal costs of removal and disposal of typical urban fill)