

COOPERATION AGREEMENT

HARVARD UNIVERSITY'S CAMPUS IN ALLSTON INSTITUTIONAL MASTER PLAN

This Cooperation Agreement (the "Agreement") made as of the 10th day of July 2014, by and between the **BOSTON REDEVELOPMENT AUTHORITY**, a public body politic and corporate, created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, and acting in its capacity as the planning board for the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended, with a principal place of business at One City Hall Square, Boston, Massachusetts 02201-1007 (hereinafter variously referred to as the "BRA" and the "Authority") and **PRESIDENT AND FELLOWS OF HARVARD COLLEGE**, an educational and charitable corporation existing under the laws and the Constitution of The Commonwealth of Massachusetts, sometimes referred to as "Harvard University," with an address of Massachusetts Hall, Harvard Yard, Cambridge MA 02138 (the "Applicant"); the Authority and the Applicant, collectively, shall be referred to herein as the "Parties."

RECITALS

WHEREAS, the Applicant submitted an Institutional Master Plan for Harvard University's Campus in Allston (the "IMP") that described the Proposed Institutional Projects that Harvard University aims to complete over the next ten years on its campus in Allston (the "IMP Area" depicted on **Exhibit A**) to realize strategic goals in both academic and community development. The IMP includes nine Proposed Institutional Projects (seven new buildings and two renovation projects) totaling approximately 1.4 million square feet of new building space and 500,000 square feet of renovation (the "IMP Projects" depicted on **Exhibit B**); and

WHEREAS, the IMP Projects include the construction of a number of publicly accessible amenities, including streetscaping, pedestrian and bicycle paths, pocket parks and other open space, as well as key improvements of the North Allston transportation and circulation system to be implemented in connection with the IMP; and

WHEREAS, the individual IMP Projects will be subject to the Development Review and Approval Requirements of Article 80 of the Boston Zoning Code (the "Code") and will contain certain Development Impact Project Uses ("DIP Uses"), as defined in the Code, and thus will comprise Development Impact Projects as defined in Section 80B-7.2(a) of the Code; and

WHEREAS, in accordance with the requirements of Article 80 of the Code, the Applicant submitted an Institutional Master Plan Notification Form (the "IMPNF") to the Authority on October 19, 2012. The Authority issued a Scoping Determination on March 29, 2013. The Applicant filed an IMP in response to the Scoping Determination on July 26, 2013 and a revised version of the IMP on October 31, 2013; and

WHEREAS, on October 17, 2013 the BRA Board voted to: (1) approve the Harvard IMP and associated map amendment; (2) issue an Adequacy Determination approving the Harvard IMP pursuant to Section 80D-5.4 of the Code; (3) petition the Boston Zoning Commission ("the

Zoning Commission") to approve the Harvard IMP and associated map amendment; (4) issue one or more Certifications of Consistency in connection with the Proposed Institutional Projects described in the Harvard IMP pursuant to Section 80D-10 of the Code; and (5) execute any and all documents deemed necessary and appropriate relative to the Harvard IMP, including, but not limited to, a Cooperation Agreement, as well as any amendments to the foregoing; and

WHEREAS, the Boston Zoning Commission approved the IMP for the Harvard University's Campus in Allston on November 20, 2013, effective November 21, 2013; and

WHEREAS, as of April 2, 2008, as part of the approval for the Harvard Allston Science Complex, a Cooperation Agreement was signed (the "**Science Cooperation Agreement**") and many of the programs referred to in this current Agreement build off of those established in the Science Cooperation Agreement; and

WHEREAS, the Authority and the Applicant have agreed to enter into this Agreement for the purposes of: (i) setting forth the mitigation measures and other public benefits which the Applicant has agreed to provide in connection with the IMP; (ii) acknowledging that public benefits should be addressed on an IMP level rather than negotiated on a project-by-project basis; and (iii) ensuring compliance of the IMP with Article 80 of the Code.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

A. DEVELOPMENT REVIEW

1. The Authority has completed its review of the IMP in accordance with Article 80 of the Code. The Applicant and the Authority hereby acknowledge that the Director of the Authority issued the Adequacy Determination on June 13, 2014.
2. The Applicant will proceed with the planning and design for the IMP Projects in a manner that is consistent with the development concept, land uses, and density contemplated in the IMP, subject to the design review process set forth in Section A.3 hereof.
3. The Parties hereto agree that the design review process required for the IMP Projects and to be observed by the Parties shall be as set forth in the Authority's "Development Review Guidelines" dated 2006 (the "**Development Review Guidelines**"), which are attached as **Exhibit C** and are incorporated by reference as if fully set forth herein, and Article 80 of the Code. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Development Review Guidelines. As required by Article 80, the Applicant will submit Schematic Design Plans and Design Development Plans for the IMP Projects to the Authority for review, and will submit Contract Documents for the IMP Projects to the Authority for review and approval under the Authority's Development Review Guidelines.

4. Construction Review

Following approval of Contract Documents by the Authority for the design of each of the IMP Projects, the Applicant will not make any material modifications to the exterior of the IMP Projects or portions of the interior public lobbies in the IMP Projects that are visible from the exterior of the IMP Projects until the modification has been approved by the Authority. Such changes shall be processed in the manner provided in the following paragraph.

Throughout the construction of the IMP Projects, it is the Applicant's responsibility to notify the Authority of proposed changes to portions of the public lobbies visible from the exterior of the IMP Projects, landscaping and exterior features of the buildings that constitute the IMP Projects, where the same constitute changes from previously approved submissions (other than refinements of details generally consistent with such previously approved submissions) ("**Material Changes**"), and to obtain approval from the Authority prior to incorporating any such Material Change into the final drawings and specifications for the IMP Projects. The Authority shall perform its review and approval and other functions pursuant to the provisions of this Agreement with reasonable dispatch, and shall approve or disapprove any such proposed Material Change in writing within thirty (30) business days of its submission to the Authority. If the Authority disapproves any such Material Changes, its disapproval shall include a written explanation thereof. If the Applicant receives no notification from the Authority of disapproval within thirty (30) business days after the submission of any such proposed Material Change to the Authority, such Material Change shall be deemed approved; provided, however, that any written request for approval of a change shall be in writing and in conformance with the provisions of Section E.3 and **Exhibit C** of this Agreement.

5. Permits and Licenses

Throughout the permitting phase of each of the IMP Projects, the Authority shall, at the Applicant's request, meet with the Applicant to discuss with the Applicant the status of the Applicant's efforts to obtain from the appropriate municipal, state and federal bodies and agencies, all permits, licenses, approvals, exceptions, conditional use permits, variances, special orders and other deviations from the strict application of the zoning and building codes and other applicable ordinances and statutes which may be necessary or appropriate in order to carry out the development of the IMP Projects in the most expeditious and reasonable manner. The Authority shall support the Applicant's efforts to obtain any such licenses, approvals or deviations required for the IMP Projects, provided however that all such efforts are materially consistent with the Contract Documents approved by the Authority and this Agreement.

6. Certification of Compliance

Pursuant to and in accordance with Section 80B-6 of the Code, the Authority will issue to the Commissioner of the City of Boston Inspectional Services Department ("**ISD**") a Certification of Compliance for each of the IMP Projects when appropriate in accordance with said Section of the Code.

B. COMMUNITY BENEFITS

Based on discussions with the Harvard Allston Task Force (the "Task Force") and the BRA, a package of community benefits totaling approximately \$43,000,000 will be provided in the areas and estimated amounts of:

- public realm improvements, including a public realm flexible fund (\$9,750,000);
- educational programs (\$4,500,000);
- workforce development programs (\$2,000,000)
- jobs linkage payments (estimated at \$2,000,000)
- the Harvard Allston Partnership Fund (\$500,000);
- the Harvard Allston Housing Fund (\$3,000,000);
- housing linkage payments (estimated at \$11,000,000);
- donation of the Brookline Machine site (\$2,000,000); and
- the Transformative Project (\$8,250,000).

Each of these commitments is described in more detail in the following sections. Additional commitments made between the Applicant and the Authority as part of the approval of the IMP are discussed in Section C.

For nearly all items, the total obligation is stated as a dollar figure. As requested by the Authority, the Applicant agrees to provide the Authority with evidence of said expenditures. If at the end of the 10 year Cooperation Agreement there remains unexpended but committed resources in any account within the agreement, the Authority and the Applicant will discuss extending the program or potentially reallocating the funds for other purposes within the geographic area covered by Agreement. In so doing, expenditures in any program during the 10-year period of the Cooperation Agreement beyond what had been committed shall be considered offsets prior to extending or reallocating any resources.

1. Public Realm Improvements

The Applicant will focus on a range of on-site and off-site public realm improvements located within and outside of the IMP Area. The improvements, and a proposed Public Realm Flexible Fund, are described in the following sections.

(a) Everett Street Improvements

Harvard University will provide a contribution of up to \$500,000 to the City of Boston for a city-led and city-managed Everett Street improvement project, to include sidewalk upgrades, street trees, and other improvements to be determined in consultation with relevant City of Boston agencies. The Applicant will make this payment by September 30, 2014, subject to Boston City Council successfully approving an Accept and Expend Order outlining the purpose of the funding and anticipated timeframe. It is expected that the project will be completed before end of FY16.

(b) Soldier's Field Road Crossings

The Applicant shall participate in the evaluation of improving pedestrian and bicycle access between the Charles River Reservation and adjacent residential neighborhoods through crossings of Soldiers Field Road. This task will include an initial study phase to be conducted in 2014 followed by an implementation phase.

In the feasibility study phase, Harvard University will work with the Department of Conservation and Recreation ("DCR") and the City of Boston to develop a scope and implement a study of pedestrian and bicycle crossings along Soldiers Field Road between Market Street and the Eliot Bridge. The study will describe existing conditions and evaluate the feasibility of providing at-grade crossings at up to three locations. The findings of the study will be reviewed by DCR, the City of Boston, the Task Force, and the community.

For the implementation phase, the steps will be determined based on the review by and recommendations of the City of Boston and the Task Force, and will be decided by DCR which owns and operates the roadway system and adjacent parkland.

The Applicant will contribute \$150,000 for the feasibility study and up to \$3,350,000 for the design and implementation of the recommended improvements, for a total of up to \$3,500,000 towards this task. In the event that the implementation costs less than the estimated amount, the Applicant and the Authority will determine, in consultation with the Harvard Allston Task Force and the broader community, how to reallocate the unused funding.

(c) Maintenance of Ray Mellone Park

As part of the Science Cooperation Agreement, the Applicant designed and constructed Ray Mellone Park, a 1.74-acre public park located behind the Honan Branch Library. In addition, the Applicant also agreed to maintain the park for ten years from the date of opening or through 2021.

As part of this current Agreement, the Applicant will extend the commitment for maintenance of Ray Mellone Park for an additional five years, through 2026, at an estimated cost of \$400,000. The standard for fulfillment of the Applicant's obligations is the high-quality condition of the park and fulfillment of the specific maintenance responsibilities outlined in **Exhibit D** or as agreed to separately with the Boston Parks and Recreation Department.

(d) Public Realm Flexible Fund

As part of the Task Force and community discussion of community benefits related to the IMP, the Task Force developed goals for public realm improvements which stated, in part:

"We envision a community transformed by a vibrant public realm of civic and cultural activity; ample open space for passive and active recreation; well-maintained, landscaped streets and parks; and a community enhanced by sustainable goals, thoughtful transportation modes, arts and culture." – Harvard-Allston Task Force

Harvard University will allocate \$5,350,000 over the ten-year term of the Institutional Master Plan to finance projects that contribute to the above-stated vision. The funds will be available in their entirety once the Executive Committee described below begins to recommend approval of projects. As requested by the Authority, the Applicant agrees to provide the Authority with evidence of said expenditures. The Applicant will provide assurances that financial assets have been made available to fulfill the approved projects of the Committee. Possible public realm projects include contributions to Smith Field, streetscape improvements on Cambridge Street and Lincoln Street, street trees, etc. The fund is not intended to supplant mitigation funds required by the Authority pursuant to the Article 80 approval of development projects in the neighborhood, whether pursued by the Applicant or other entities.

During an initial planning period of up to two years (2014-2016), the Applicant will work with the Authority to:

- Participate with the Authority, Task Force, and community in neighborhood planning sessions to discuss opportunities for public realm improvements;
- Form an Executive Committee composed of up to eight members total, including representatives from the Applicant, the Authority, relevant City agencies, and at least two and up to four residents of the portion of Allston-Brighton north of the Massachusetts Turnpike/I-90 (hereafter, "North Allston/North Brighton"), including at least one member of the Harvard Allston Task Force. The Executive Committee will be appointed by the

Director of the Authority in consultation with the Applicant and relevant City of Boston agencies;

- Develop an application and Request for Proposals process that includes descriptions of types of projects (i.e. parks, cultural, public art, etc.); the process may include a two-tiered grant structure for small capital projects (less than \$50,000) and larger capital projects (greater than \$50,000).
- With the Executive Committee, develop a process to ensure transparency that includes public notice about grant cycles, public posting of all grant applications, summaries from Executive Committee meetings, evaluation criteria of grant applications, and annual reporting of grants awarded and outcomes.
- With the Executive Committee, develop an advisory process with recommendations that are reviewed and approved by the BRA Board, with further approval by other regulatory or permitting entities as necessary;
- With the Executive Committee, develop review criteria, which shall include the following:
 - All projects must be improvements to public property and not located primarily on Harvard University property; and

A City agency must be a proponent or sponsor of each proposed public realm project (either in support or managing).

2. Education

The programs described herein are intended to deepen and broaden the Applicant's existing education partnership with the neighborhood.

(a) Education Portal

The Applicant shall continue to run and fund the Harvard Allston Education Portal (the "**Education Portal**") through 2024. The Education Portal opened in June 2008 following a commitment contained in the Science Cooperation Agreement. The continued goal of the Education Portal is to create a link and foster a partnership between the community of Allston/Brighton and the Applicant. The Education Portal shall continue to be both a series of programs and a physical place. The Education Portal programs shall be available to all residents in Allston/Brighton with a focus on residents who live in North Allston/North Brighton and children who attend school at the Gardner Pilot Academy in North Allston (the "GPA").

- i. Facility: The Education Portal facility and programs will be extended for five more years beyond the initial ten-year commitment, or through 2024.

The 3,400 square foot facility will be expanded as part of Harvard University's Transformative Project (defined below in Section B.8). The Applicant agrees to fund the operational costs of the Education Portal through 2024.

- ii. Education Portal Staff: The Applicant agrees to fund a Manager, two staff assistants, and other staff needed to manage and coordinate programming at and access to the Education Portal.
- iii. Education Portal Community Advisory Board: The Applicant agrees to the continuation of an Education Portal Community Advisory Board led by a Faculty Director for the purpose of advising the Applicant about programming and outreach, including programs suggested by the Allston/Brighton neighborhood and those being developed by the Applicant's staff and faculty. The Board is intended to play an active role in the governance of the Education Portal as well as in decisions regarding programming. The Board may develop metrics or reporting protocols to be included in the Annual Report, as described below. Meetings of the Board should be publicized. A summary of each meeting of the Board shall be made available within two weeks after the occurrence of such meeting.

(b) Programming

The Applicant agrees to provide academic and enrichment programming in the Education Portal as identified by the education survey/needs assessment set forth in the Science Cooperation Agreement, community input, and as agreed upon by the Applicant and the City of Boston based on current Education Portal programs. The program commitments include but are not limited to the following immediate program commitments for children and adults (including the programs for the Boston Public School's Gardner Pilot Academy referenced in Section B.2(b)(iii) and the Adult Education programs referenced in Section B.2(c) below):

- i. Mentoring and related programming. The Applicant agrees to provide:
 - An after-school mentoring and enrichment program in science, math, writing and the arts through 2024;
 - Small group learning and lectures after school; and
 - Information about college readiness programs, including test preparation, college admissions, and financial aid seminars.
- ii. Community Scholarships. The Applicant agrees to provide through 2024:
 - Ten scholarships to the Harvard Extension School's Allston/Brighton Community Scholars program per semester (total of 20 per year);

- 15 scholarships to the Harvard Extension School's Institute of English Language program per semester (total of 30 per year);
- Ten Secondary School Scholarships to Harvard Summer School per summer (total of 10 per year); and
- A minimum of twenty-five Harvard Athletic Youth Program per year.

In the event that fewer scholarships are awarded due to lack of demand or other factors beyond the Applicant's control, the Applicant will consult with the Authority and the Harvard Allston Task Force to determine whether alternative awards might be considered in areas of higher demand so that the overall obligation under this section is met.

As additional or other needs are identified, the Applicant along with the Education Portal Advisory Board will evaluate modifying programming in the Education Portal. The Applicant will provide an annual review of the programming provided, along with the number of individuals served out of the Education Portal.

(c) Gardner Pilot Academy

The Applicant agrees to provide and fund through 2024 the following activities in partnership with the GPA:

- Continue the partnership programs with the Harvard Graduate School of Education and Harvard Art Museums, including the professional development programs for GPA faculty and staff;
- Continue the partnership programs with Harvard Athletics including access to athletic and physical education experiences and coordinating with GPA coaches and professional recreational staff;
- Continue the coordinated access to Education Portal programs to GPA students; and
- Continue the Harvard Allston Academic Enrichment Program for GPA students including, but not limited to, field trip admission fees and transportation for a cost of \$12,000 per year.

(d) Adult Education

The Applicant shall continue and expand adult education programs as identified by the Survey/Needs Assessment conducted as part of the Science Cooperation Agreement. The Applicant agrees to the following commitments through 2024:

- Continue the existing Allston-Brighton Community Scholars program (as described above);
- Continue the adult lecture series (Faculty Speaker Series); and
- Continue the computer skills courses by the Harvard Allston Workforce Collaborative.

(e) Public Information and Outreach

The Applicant agrees to ensure that the information about the programs described in Section B.2 of this Agreement is widely available to the Allston/Brighton community by agreeing to the following commitments through 2024:

- Website for the Education Portal with information about programming, hours of operation, academic and enrichment offerings on campus, and other pertinent information;
- Making the catalogue of Applicant's extension classes and programs available online and at various Allston/Brighton neighborhood locations;
- Regular email communication about Education Portal programs and campus programs to Education Portal members and to the Allston/Brighton community through a range of established outlets;
- Regular mailings to the North Allston/North Brighton community and all Education Portal members about the Education Portal programs and University offerings; and
- Providing outreach information in Spanish and, as needed, other languages.

(f) Contribution to Boston Public Schools Capital Improvements

Harvard University will provide a \$500,000 contribution to the Boston Public Schools in support of a capital project(s) at the Gardner Pilot Academy identified through the Boston Public Schools' capital plan. The Boston Public Schools will act as the fiscal agent and be responsible for the planning, design, and implementation of the project. The Boston Public Schools will consult with Harvard University in the selection of a project(s) to support.

3. Workforce Development Programs

As part of the Science Cooperation Agreement, the Applicant committed to a ten-year Workforce Development program to assist the members of North Allston/North Brighton community in developing skills necessary to be job-ready in a 21st century economy. This commitment included: program development, financial support of the Allston Brighton Resource Center,

Workforce Development Classes, Computer Teaching Classroom, and Advertising/Marketing of Programs.

Resources may be redirected to reflect updated feedback relayed to the Applicant throughout the IMP community review process, including from members of the Allston community, the Harvard Allston Task Force, the City of Boston and other professional consultants specializing in workforce programs. The redirection of resources would aim to renew the programming focus for those in the community most in need, and to begin organizing an economic development program to bolster coordination and collaboration along Western Avenue. The workforce development programs will continue to evolve throughout the five years remaining in the Science Cooperation agreement, and this Agreement extends the commitment to serving the North Allston/North Brighton and greater Allston-Brighton community in workforce development through 2024.

In addition, the Applicant agrees to work with the Authority to form an Economic Development and Workforce Advisory Board for the purposes of advising the Applicant about more targeted workforce program and an economic development program for the North Allston/North Brighton neighborhood. The Board will include representatives from Harvard University, community members (including at least one Harvard Allston Task Force member), the City, and local businesses. Members will be appointed by the Director of the Authority. This body will also have oversight over additional economic development and workforce programs as outlined in Section B.8 (Transformative Project). Possible ideas for consideration:

(a) Workforce Collaborative programs:

- Provide Workforce Classes, currently located at Charlesview (i.e. computer classes, ESL classes);
- Coordinate potential classes with HarvardX for Allston and technology; and
- Continue to partner with the Adult Education Coalition to identify opportunities to partner on program development to meet workforce needs in the North Allston/Brighton neighborhood.

(b) Directed One Stop Access for Allston-Brighton residents:

- Office Hours and staff to assist with job counseling and training opportunities; and
- Access to the State jobs database and other job resources.

4. Harvard Allston Partnership Fund

As part of the Science Cooperation Agreement, the Applicant created the Harvard Allston Partnership Fund to provide grants for neighborhood improvement projects, cultural enrichment and education programs, including, but not limited to, public health education programs initiated by the North Allston/North Brighton community. The Applicant

agreed to provide \$100,000 to the Authority per year for a five-year period commencing on September 1, 2008.

As part of the approval by the Authority of the 28 Travis Street Project, the Applicant agreed to extend the Harvard Allston Partnership Fund for an additional five years, providing \$100,000 per year to the Authority, through September 1, 2018.

As part of this current Agreement, the Applicant will extend the Harvard Allston Partnership Fund for an additional five years, providing \$100,000 per year to the Authority through September 1, 2023.

5. Harvard Allston Housing Fund

Harvard University supports the promotion of homeownership opportunities in North Allston/North Brighton. The Applicant will commit \$3,000,000 to assist a third-party organization ("Partner Organization") to stabilize the North Allston/North Brighton housing stock and to create homeownership opportunities for current and future long-term residents in North Allston/North Brighton. The Partner Organization will be selected by Harvard University, the Authority, and City of Boston Department of Neighborhood Development.

The Applicant and the Authority will negotiate and execute a Memorandum of Understanding with the Partner Organization to develop a quantifiable program designed to stabilize the neighborhood's existing housing stock. The program should incorporate community engagement, local marketing plans, creation of a pool of qualified potential buyers/residents, and creative financing designed to encourage primary owner-occupancy in the neighborhood. Harvard University will provide financial assurances that may enable the Partner Organization to make expenditures or leverage resources as necessary from other third party partners.

The Partner Organization will be responsible for submitting an annual report as well as provide a quarterly update to Harvard University, the Authority, and the City of Boston Department of Neighborhood Development to present the status of its work. In addition, after a two-year period, Harvard University and the City will undertake an evaluation of the progress to date.

The Memorandum of Understanding will include further details on how and when funds will be transferred, reporting protocols, evaluation metrics, and other elements of program operation.

In the event that the Partner Organization is deemed unsuccessful and not making progress towards reaching the metrics outlined in the Memorandum of Understanding and is therefore terminated Harvard University shall consult with the Authority regarding next steps regarding alternative housing partnerships.

6. Development Impact Project Exactions

The Parties hereby acknowledge that: (i) the Applicant agreed to a cumulative one-time exemption of 100,000 square feet of Development Impact Uses, as defined in Section 80B-7.2(c) of the Code (the “**Exemption Amount**”), for the remainder of the term of the Master Plan after the effective date of the Second Amendment to the Master Plan; (ii) the Applicant used said Exemption Amount in connection with the Harvard Allston Science Complex.

The Applicant will enter into Development Impact Project Agreements (the “**DIP Agreement**”) with the Authority for the IMP Projects that are subject to the requirement. The DIP Agreement requires the Applicant to pay a Housing Exaction to the Neighborhood Housing Trust. Based on the current building program and uses for the IMP Projects, as well as the per square foot Housing Exaction rate in force at the time of the filing of the IMP, the total Housing Exaction is estimated to be \$11,000,000.

The DIP Agreement also requires the Applicant to pay a Jobs Exaction to the Neighborhood Jobs Trust. Based on the current building program and uses for the IMP Projects, as well as the per square foot Jobs Exaction rate in force at the time of the filing of the IMP, the total Jobs Exaction is estimated to be up to \$2,200,000. For the purposes of the overall budget tracking, this Jobs Exaction amount is included in Section B.3, Workforce Development Programs; however use of the Jobs Exaction for these programs is subject to approval of a Jobs Creation Proposal by the Neighborhood Jobs Trust.

The applicable Housing Exaction rate and Jobs Exaction rate may be subject to change for any IMP project for which the IMP is amended.

The Authority will work with the Applicant and the Task Force to identify opportunities for the expenditure of the Housing Exaction and Jobs Exaction on projects and initiatives in North Allston/North Brighton through the Housing Creation Option and the Jobs Creation Option, which must be approved prior to the dates said funds are due, pursuant to the applicable Development Impact Project Agreement. Specific efforts will include collaboration with the Department of Neighborhood Development to identify sites, projects, and partners that could contribute to the goal of using as much of the Housing Exaction as possible in the local area.

7. Donation of Brookline Machine Site

The parties have agreed that the Applicant will donate the parcel of land located at 90 Antwerp Street (the “Brookline Machine Site” or the “Site”) to the Authority or another entity selected by the Authority, subject to Authority approvals. During the next eighteen (18) months, the Authority will engage in a community process with the Harvard Allston Task Force, abutters and the broader neighborhood to determine the future use of the Site and the entity that will receive title to the Site.

The Applicant will demolish the existing building on the Site. In addition, at such time as the Authority agrees (but in no event later than eighteen (18) months from the date

hereof), consistent with the Massachusetts Contingency Plan (“MCP”), the Applicant will implement such testing, response actions and Activity and Use Limitations as are necessary for passive recreational use of the Site, provided that the Applicant shall have the right to implement measures earlier if so required by the MCP. Applicant has agreed to be responsible for the costs of such demolition, testing, response actions and Activity and Use Limitations. To the extent that such costs are greater for another use of the Site selected by the Authority, such additional costs shall not be the responsibility of the Applicant.

The details, terms and conditions of the donation of the Site shall be incorporated into a Memorandum of Agreement to be executed by the Authority and the Applicant. The obligations and rights under this Section B.7 will remain in full force and effect for ten (10) years from the date of this Agreement. The parties agree that Applicant’s environmental testing results shall be shared with the Authority and that the Site shall not be conveyed unless the Authority is satisfied with the environmental condition of the Site, in the Authority’s reasonable discretion.

8. Transformative Project

In fulfillment of the commitment memorialized in the Science Cooperation Agreement, the Applicant has proposed the development of a Transformative Project that builds on the success of the Education Portal started five years ago.

The Applicant committed to building a 3,400 square foot facility in North Allston/North Brighton as part of the Science Cooperation Agreement. The Science Cooperation Agreement stipulated that the “Education Portal” be created in “an existing applicant owned building in Barry’s Corner” the fit out of which “shall include physical renovations to the existing building including computer space, furniture and other materials.”

The ten year commitment was “to create a link and foster a partnership between the community of Allston and the Applicant. The Education Portal shall be a series of programs and a physical place ... available to all children in Allston-Brighton but the initial focus shall be on children who reside in or attend school in North Allston/North Brighton...” The programming would be focused on science and math in fulfillment of an overarching goal “of improving educational achievement and opportunity and capitalizing [sic] on Harvard University’s core strengths of teaching, research and service.” The range of programs would include mentoring by Harvard undergraduates, a lecture series, classroom, rent for the space, operation of the facility, and the fit out of the physical space. The Applicant created this space at 175 North Harvard Street.

In the Science Cooperation Agreement, the Applicant would assume the costs of transferring to new space any programming associated with the original Education Portal.

In 2012, the Applicant went beyond the obligations of the Science Cooperation Agreement and expanded the Education Portal space to include the adjacent space to create the Ed Portal Annex. This approximately 9,000 square feet of additional space has

largely served as an opportunity to test out new types of programming including the arts and wellness.

As a result of the approval, permitting and pending construction of a residential and commercial project in Barry's Corner developed in partnership between Harvard University and Samuels and Associates, the Education Portal will be relocated over the course of the next year. The cost of the relocation of the existing Education Portal programs will be absorbed by the Applicant as a consequence of this new development. The Education Portal will be relocated to 224 Western Avenue.

The goal of the Transformative Project (the "Center") is to create a community enrichment center for Harvard University and Allston/Brighton residents offering education and training, health and wellness, HarvardX for Allston, arts and culture programming, and economic and workforce development programs. This "suite of programs" builds upon and enhances the ongoing work of the Education Portal. As such, the Center will be an amalgamation of Education Portal programming and staff supplemented by new physical space oriented towards the newly conceptualized programming approved by the Task Force and the Authority as part of the negotiations related to the Transformative Project. Additional costs beyond the basic physical relocation of the Education Portal will be attributed to the community benefits associated with the recently approved IMP and satisfies the commitment made in the Science Cooperation Agreement.

The Applicant has agreed to locate the Center at 224 Western Avenue in approximately 11,700 square feet of space adjacent to the Office for the Arts Ceramics Studio. The Applicant assumes that this space will be available for a minimum of 10 years and possibly longer. The Applicant will open the Center before the end of calendar year 2015.

(a) Programs

The programming for the Center will evolve over the course of the ten-year period and will be informed by continued dialogue and feedback from the Education Portal Advisory Board, community members, experts from Harvard University, and other stakeholders in the fields of education, culture and technology. Harvard University and the Authority recognize the great desire on the part of the North Allston/North Brighton community to participate in shaping the programming and operation of the Center and to draw on expertise from across the University and throughout the community on specific areas within the "suite of projects" that comprise the Center. In addition to the role that will be played by the Education Portal Community Advisory Board and the Economic Development and Workforce Advisory Board, Harvard University and the Authority will continue to work with the Harvard Allston Task Force and broader community to develop appropriate mechanisms for engagement with the Center on such items as program development, budgeting, and governance.

Program proposal currently includes:

i. Expanded Education Portal

- Expanded student programming, including, the addition of arts mentoring and arts programming
- Expanded adult programming, including a focus on health and wellness, arts, seniors, and Spanish language programming

ii. HarvardX for Allston

- Create a 21st century learning lab (iStudio)
- Online course access supported by in person interaction
- Training site for educators, employers

iii. Health and Wellness

- Access to 100 Harvard athletic memberships for North Allston/North Brighton residents at staff rates
- Use of Athletic facilities: Gardner Pilot Academy and other community users
- Programs and classes including yoga, nutrition, and dancing

iv. Performing Arts Space

- Rotating Exhibit Space
- Flexible performing arts space
- American Repertory Theater and Office for the Arts partnerships

v. Teaching and Learning Partnership

- Learning Resource Library for educators, parents, professional development opportunities, family education classes
- Gardner Pilot Academy Partnership: Every GPA student connected to a Harvard University program, either on Harvard's campus or at the GPA
- Jackson Mann Partnership: work toward every student connected to a Harvard program, either on Harvard University's campus or at the Jackson Mann

- Allston-Brighton Learning Community: network of Allston/Brighton educators with access to professional development, resources, and programs
- vi. North Allston/North Brighton Workforce and Business Development Program
- Creation of an Advisory Board made up of local businesses, neighbors, Harvard University, and the City of Boston, as outlined in Section B.3 of this document. This body will have oversight over the following potential programs:
 - Friends of Western Avenue. Programs could include:
 - Façade improvement programs;
 - Marketing and advertising;
 - Coordination with the Harvard Innovation Lab through events and programs;
 - Work with the Allston Board of Trade and Brighton Board of Trade to bring businesses in North Allston/North Brighton to participate in programs;
 - Marketing and outreach in support of above programs.
 - Enhance Workforce Collaborative programs
 - Coordinate potential classes with HarvardX for Allston and technology
 - Continuation of Farmer's Market to support the following goals:
 - Coordinate with non-profits in the neighborhood to showcase and provide information;
 - Bring fresh local food into the neighborhood;
 - Create community based events during the summer season.

(b) New Physical Space

The building at 224 Western Avenue provides an opportunity to meet Harvard University's commitments to construct a Transformative Project. The space needs to be a welcoming and flexible space to accommodate the variety of uses proposed for it. The following elements should be incorporated into the design of the new space:

- Updated mentoring rooms
- Science prep space
- Art prep space
- Lecture space
- iStudio and studio production room
- Performance space including a stage, lighting, and sound
- Gallery/exhibit space
- Learning Resources for educators and parents
- Outdoor learning space and gardens
- Offices for Education Portal, HarvardX for Allston, Teaching and Learning Partnership, Workforce and Business Development, teaching assistants and faculty

The Applicant will work in consultation with the BRA staff on the design of the Center. The Applicant will consult with Education Portal Advisory Board regarding space accommodation for anticipated programming for the space. The Applicant will share the design with the Task Force, and broader North Allston/North Brighton community.

C. **OTHER COMMITMENTS**

Beyond those community benefits discussed previously and included in the overall commitment of \$43,000,000, there are other commitments made between the Applicant and the Authority as part of the approval of the IMP. These commitments and obligations are described in the following sections.

1. Development Agreements

(a) PILOT

Harvard University currently has a Payment in Lieu of Taxes ("**PILOT**") agreement with the City of Boston. This PILOT agreement provides for payments (in place of property taxes) for those Harvard University-owned properties that are being used by the University for institutional purposes. This PILOT Agreement will be extended to cover the IMP Projects for the term of the IMP.

(b) Transportation Access Plan Agreement

Prior to the issuance of a building permit for the initial IMP Project, the Applicant shall enter into a Transportation Access Plan Agreement ("TAPA") for the IMP with the Boston Transportation Department ("BTD"). The TAPA will contain provisions acceptable to the BTD concerning the transportation mitigation measures to be taken in connection with the design and operation of the IMP and the IMP Projects. In addition, prior to the issuance of the building permit for each of the IMP Projects, the Applicant shall enter into a TAPA with the BTD for each individual IMP Project, as applicable.

Upon the execution of the TAPA for the IMP and for each IMP Project, the Applicant will submit to the Authority a true, complete, and correct copy of the fully-executed TAPA.

(c) Construction Management Program

In conjunction with BTD, the Authority, and the neighborhood, the Applicant will develop guidelines for construction management and mitigation measures that will apply to all IMP Projects. Each IMP Project will memorialize these commitments in a project-specific Construction Management Plan ("CMP").

As requested by the Task Force, the Applicant has presented a plan for a centralized area for construction-related uses, including truck layover, materials storage, worker parking and temporary support structures to be located to the east of the Sears Foundation. The Applicant and BTD will formalize these plans with project-specific TAPAs and CMPs.

Prior to the issuance of the building permit for each of the IMP Projects, the Applicant will submit a CMP to the BTD for approval. The project-specific CMP will govern work to be performed under the building permit for that IMP Project and will identify construction parking and traffic impacts and specify mitigation measures to be implemented during the construction of such IMP Projects that are satisfactory to the BTD. Such measures may include, but shall not necessarily be limited to, hours of construction, construction traffic routes and parking sites for construction workers which are not located on residential streets, site logistics including staging areas, communication and neighborhood outreach, police details, pest control, and work requirements during winter and extreme weather conditions.

Upon the execution of the CMP for each of the IMP Projects, the Applicant will submit to the Authority a true, complete and correct copy of the fully-executed CMP.

(d) Construction Employment

The construction of the IMP Projects will generate a significant number of new construction jobs. Prior to the issuance of the building permit for each of the IMP

Projects, the Applicant will execute and deliver to the Authority a Boston Residents Construction Employment Plan ("Employment Plan") for each IMP Project that is subject to the Boston Residents Jobs Policy, consistent with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985, and consistent with Chapter 12 of the Ordinances of 1986, as amended by Chapter 17 of said Ordinances. The Employment Plan will set forth in detail the Applicant's plan to ensure that its general contractor and those engaged by said general contractor for construction of the IMP Projects on a craft by craft basis, use Best Efforts (as defined in Chapter 12 of the Ordinances of 1986, as amended) to meet the following Boston Residents Construction Employment Standards: (a) at least 50% of the total employee worker hours in each trade shall be by bona fide Boston residents; (b) at least 25% of the total employee worker hours in each trade shall be by minorities; and (c) at least 10% of the total employee worker hours in each trade shall be by women. Said plan shall include provisions for monitoring, compliance and sanctions. Worker hours, as defined in said plan, shall include on-the-job training and apprenticeship positions.

(e) Permanent Employment

The implementation of the IMP Projects will also generate new permanent jobs. Prior to the issuance of the building permit for each of the IMP Projects, the Applicant shall enter into a Permanent Jobs Agreement with the Economic Development and Industrial Corporation of Boston ("EDIC") (acting through its Office of Jobs and Community Service ("OJCS")), which sets forth an Employment Opportunity Plan illustrating the Applicant's good faith effort to ensure that fifty percent (50%) of certain employment opportunities created by the IMP Projects will be made available to Boston residents. Prior to the issuance of the building permit for each of the IMP Projects, the Applicant shall also enter into a Permanent Jobs Agreement with the EDIC (acting through OJCS), which requires that the Applicant notify the Placement Unit of OJCS of certain job vacancies and new employment positions before embarking on a general recruitment effort to fill such positions.

2. Public Realm Activities

Although not accounted for in the overall budgetary commitment in this Agreement, there are some immediate public realm activities that will take place in early 2014, including:

- (a) Interim Improvements to the Grove of Trees: The Applicant will make immediate interim improvements to the existing grove of trees located on the former Charlesview site on the northeast corner of Western Avenue and North Harvard Street (the "Grove"). When the adjacent site is planned for the development of the IMP Project referred to as the Gateway Project, the Applicant will work with the Authority to design and implement a more permanent condition for the Grove site.

- (b) Rena Park: In 2014, the Applicant will recommence the planning process for Rena Park¹ that began in 2013. As part of this process, the Applicant, in conjunction with the Authority, will identify implementable near-term improvements that will begin construction in 2014.
- (c) Greenway: In conjunction with the Authority and the Task Force, Harvard University will explore strategies to implement elements of the proposed Greenway (as set forth in the IMP) in at least an interim condition. This planning process will be carried out in 2014, with the goal of identifying desirable and feasible elements, along with a timeline for their implementation. The goal of the planning process will be to identify implementable improvements that increase pedestrian permeability consistent with public safety concerns related to ongoing construction support and site remediation activities.

Beyond those public realm improvements identified previously, each of the IMP Projects will include open space and public realm improvements such as pathways, plazas, and other publicly accessible amenities. The specific elements of these public realm improvements will be part of the design and review of each IMP Project.

3. Transportation-Related Commitments

The BTB has directed the Applicant to set a mode share goal for the term of this IMP of under 40 percent of commuters travelling to the IMP projects by car. In order to meet that goal, the Applicant will implement a number of measures to improve transportation conditions related to the development of the IMP Projects. The details and timing of these transportation improvements are addressed TAPA and will include Pedestrian and Bicycle Access Improvements, Transit and Shuttle Improvements, Transportation Demand Management Program, and Roadway Infrastructure Improvements.

The Applicant will complete a set of special studies to address outstanding transportation concerns. Specifically, the Applicant will:

- (a) Develop a 25% design for "Stadium Way" within 24 months of the effective date of the IMP. For the purposes of this analysis, "Stadium Way" is assumed to be a new two-way street running between Western Avenue on the north and Cambridge Street on the south. The decision about whether or not to build "Stadium Way" during the term of this IMP will be part of an ongoing transportation and parking analysis between the Applicant and BTB.

¹ As part of the Science Cooperation Agreement, Harvard committed to funding interim improvements and a design and planning process for construction in an area referred to as Rena Park, located to the north of Ray Mellone Park. The interim improvements and design and planning process were to be completed by the issuance of the Certificate of Occupancy for the Science Project. As part of the approval by the Authority of the 28 Travis Street Project, the Applicant agreed to begin a public process in 2013 to identify implementable interim improvements that will begin construction in 2014 for the area of land known as Rena Park.

- (b) Evaluate and, as necessary, implement a centralized construction support area to the east of the Sears Foundation for construction-related uses, including truck layover, materials storage, worker parking, and temporary support structures. This evaluation will include a study of an access road between Rotterdam Street and the construction support area, as well as a connection from Cambridge Street to the construction support area.
- (c) Prepare a study of special events traffic and parking impacts (including athletic events and graduation). The scope of this study shall be determined through consultation with the Task Force and the BTM, as well as the Authority. The study was completed on April 30, 2014, in order to ensure implementation of initial recommendations for 2014 graduation ceremonies.
- (d) Conduct any necessary study or analysis before implementation of the 50-space "parking reserve" on the former (i.e., recently vacated) Charlesview site.
- (e) Identify potential future alternative locations for surface parking. This analysis shall be completed within six months of the date the IMP is made effective and shall evaluate the potential for phasing out some of the surface parking on the Charlesview site.
- (f) BTM has further directed the Applicant to study strategies for extending TDM measures to its tenants in North Allston/North Brighton. These may include provision of additional infrastructure supporting alternative transportation modes (e.g., bike racks, showers), access to certain components of Harvard University's TDM programs listed in the IMP, and implementation of measures that are included in the Transportation Management Association ("TMA") slated for expansion to Allston and Brighton.
- (g) Prepare an ongoing transportation and parking analysis program, the exact scope of which will be worked out in consultation with BTM for inclusion in the TAPA.
- (h) Assist with the potential implementation by BTM of a Residential Parking Permit Program during 2014.

4. Reporting on Status of Mitigation Commitments and Public Benefits.

The Applicant currently provides a written annual report to the Authority on the status of the mitigation commitments and public benefits related to the Science Cooperation Agreement (the "Annual Report"). As part of this Agreement, the Applicant will commit to expanding the subject matter of the Annual Report to include the mitigation commitments and public benefits related to this Agreement and the IMP Projects.

Annual Report on Mitigation Commitments and Public Benefits.

The Applicant shall prepare and deliver to the Authority with copies to the Harvard Allston Task Force an annual report on the status of Community Benefits and Mitigation Commitments incorporated in this Agreement. Because of concurrent cooperation agreements that are currently in place, the Applicant will create a new report that combines the Science Cooperation Agreement Annual Report (the SC Annual Report) with a new IMP Mitigation and Public Benefits Annual Report. This newly formatted report will be submitted on August 31st of each year so as to coincide with the Applicant's fiscal calendar.

The report will be constructed, to the extent possible, in a fashion that distinguishes between ongoing programs associated with the Science Cooperation Agreement and the IMP Cooperation Agreement, and the Transformative Project. The Transformative Project updates will be prepared, as much as possible, in a manner that will distinguish the Transformative Projects from other commitments. However, over the course of the next ten years, the overarching goal of the "suite of programs" provided in this collection of community benefits is to build upon proven successes implemented through earlier initiatives and to catalyze impact beyond what was thought possible at the time. At the completion of the Science Cooperation Agreement, the Applicant and the Authority will review the structure of the report and modify if necessary.

The new report will contain a summary of the expenditures as well as the following information:

- (a) Progress report on public realm improvements, including any information requested by the Executive Committee for the Public Realm Flexible Fund.
- (b) Programming, including information on the education and workforce programs. This update will include program development, marketing, and participation (i.e. recipients of scholarships, Harvard University participants—students, administration and faculty, other participants in forums) and other metrics as determined by the Education Portal Community Advisory Board, the Economic Development and Workforce Advisory Board, and any other advisory boards and similar bodies that may be formed by The Authority and The Applicant to assist with the implementation of these public benefits
- (c) Harvard Allston Partnership Fund grant activity and funds awarded.
- (d) Linkage payments.
- (e) Applicable commitments beyond community benefits, including in-kind contributions.
- (f) Updates on any other relevant commitments/documentation the Applicant has with the Authority regarding its institutional campus in Allston.

The Applicant will present the annual report to the Harvard Allston Task Force and the broader community each fall following its Annual Report submission.

D. PROJECT COMPLETION

1. Development Period

As described in the IMP, the IMP Projects will be developed over the course of the Ten Year term of the IMP.

2. Abandonment of Project

If, in the future, the Applicant shall decide not to proceed with the whole or any portion of the IMP Projects, then in such case and after substantiation by the Applicant deemed reasonably adequate by the Authority of the Applicant's reasons for not proceeding with the IMP Projects or any portion thereof, the Authority shall in accordance with the provisions of Article 80D of the Code cooperate with the Applicant to modify, alter, or amend its previous approvals of the IMP or any portion thereof and this Agreement in order to allow the Applicant the opportunity to reasonably develop the IMP Area.

3. Authority Cooperation

The Authority will informally advise the Applicant concerning, and will actively cooperate with and publicly support, at no cost to the Authority, the Applicant's efforts to obtain from the appropriate municipal, state and federal bodies and agencies, all such permits, licenses and approvals and exceptions and variances from the applicable zoning and building codes and other ordinances and statutes which may be necessary in order to carry out the development of the IMP and IMP Projects or any portion thereof and to fulfill the Applicant's obligations hereunder in the most expeditious and reasonable manner. The Authority shall cooperate with, at no cost to the Authority, the Applicant to obtain approvals for any reconfiguration of the IMP and IMP Projects or any portion thereof, if any, required by other permit-granting agencies and authorities.

4. Maintenance and Operation of Improvements

The Applicant shall, at all times, keep the improvements constructed on the IMP Project sites in good and safe condition and repair; and the occupancy, maintenance and operation of such improvements shall at all times comply with all laws, ordinances, codes and regulations applicable thereto.

5. Project Completion

The individual IMP Projects or any portion thereof shall be deemed completed when the Applicant has substantially completed construction of the IMP Project or any portion thereof in accordance with the Contract Documents approved by the Authority in accordance with the Development Review Guidelines, except for (i) items of work and adjustment of equipment and fixtures which can be completed after occupancy has

occurred, e.g., so-called punch list items, and (ii) landscaping and other similar work which cannot then be completed because of climatic conditions or other reasons beyond the reasonable control of the Applicant. Upon substantial completion of an IMP Project or any portion thereof as aforesaid, the Authority will issue to the Applicant a Project Certificate of Completion, which shall be in recordable form and shall be conclusive evidence that the construction of the IMP Project or any portion thereof has been completed in compliance with an Adequacy Determination for that IMP Project, the IMP, and this Cooperation Agreement.

Within forty (40) days after the Applicant's request, the Authority shall issue either (i) a Project Certificate of Completion to the Applicant for an IMP Project or any component thereof and to any mortgagee of the IMP Project or portion thereof, or (ii) a written statement ("**Non-Compliance Statement**"), indicating with specificity in what respect the Applicant has failed to complete the construction of the IMP Project or any portion thereof in compliance with the Adequacy Determination, this Agreement or is otherwise in default of its obligations to the Authority and what measures or actions will be necessary, in the reasonable opinion of the Authority, for the Applicant to take or perform in order to obtain such Project Certificate of Completion. Upon compliance by the Applicant with the requirements of any Non-Compliance Statement for the IMP Project, the Authority shall issue a Project Certificate of Completion for the IMP Project. Such Project Certificate of Completion shall be in suitable form for recording in the Registry of Deeds for Suffolk County, Commonwealth of Massachusetts ("Deeds"). If the Authority shall refuse or fail to provide either a Project Certificate of Completion or a Non-Compliance Statement to the Applicant or any such mortgagee within forty (40) days of a request for a Project Certificate of Completion, then the Project Certificate of Completion requested shall be deemed to have been issued; provided, however, that any transmittal of any request for the issuance of a Project Certificate of Completion shall recite that approval by the Authority is due within forty (40) days of receipt, or said Project Certificate of Completion shall be deemed to have been issued. The Applicant and any such mortgagee may record an affidavit with said Deeds, which affidavit shall attest to the adequacy of notice to the Authority, the lapse of forty (40) days without response, and the completion of the Project in compliance with the provisions of the Adequacy Determination and this Agreement. Such affidavit shall be conclusive evidence as to the facts stated therein and as to the substantial completion of the IMP Project in compliance with the provisions of the Adequacy Determination and this Agreement.

In the event that the construction of an IMP Project shall have been substantially completed so as to warrant the issuance of a Project Certificate of Completion in accordance with this Section except for items listed in clauses (i) - (ii) in the first grammatical paragraph of this Section D.5. or other items for reasons beyond the reasonable control of the Applicant as may reasonably be determined by the Authority, then at the option of the Applicant, upon forty (40) days' written notice to the Authority, either (i) an escrow shall be established pursuant to the provisions of this Section or (ii) the Applicant shall obtain for the Authority at the Applicant's sole cost and expense a surety or performance bond or completion guarantee in a form satisfactory to the Authority (in an amount which, in the reasonable opinion of the Authority, would be

sufficient to cover the cost of completion) guaranteeing the completion of such aspects of the work and the Authority shall forthwith issue a Project Certificate of Completion for the Project.

If an escrow is established for the completion of any incomplete work which, in the reasonable opinion of the Authority, should be completed prior to the issuance of a Project Certificate of Completion (a "BRA Completion Escrow") and the Authority issues a Project Certificate of Completion prior to completion of an entire IMP Project, then the Applicant shall deposit with the Authority, or, if required by any mortgagee, with the holder of the first mortgage on the Project Site pursuant to an escrow or holdback agreement approved by the Authority in its reasonable discretion, as security for the completion of said items, an amount which, in the reasonable opinion of the Authority, would cover the cost of such completion. Said deposit, if deposited with the Authority, shall be in the form of a certified or bank check, treasury bills or by other security reasonably satisfactory to the Authority and shall be deposited in an interest-bearing account simultaneously with the issuance of the Project Certificate of Completion. Upon the completion of any items of work for which the BRA Completion Escrow was established, the portion of the escrow fund designated for such item of work shall be paid over to the Applicant forthwith, with accumulated interest, or if such work is not so completed to the reasonable satisfaction of the Authority, within a reasonable time after the issuance of such Project Certificate of Completion, and in any event within one (1) year of such issuance, then after having give written notice to the Applicant of such failure to complete the work the Authority may apply such deposit to completion of said work. Notwithstanding the provisions of this Agreement, the Authority shall have no obligation to issue a Project Certificate of Completion if there is any outstanding default under this Cooperation Agreement.

E. GENERAL PROVISIONS

1. Enforceability

This Agreement sets forth the entire agreement between the Parties hereto and shall be governed by the laws of the Commonwealth of Massachusetts. This Agreement is binding upon and enforceable against, and shall inure to the benefit of, the Parties and their successors, assigns and legal representatives (including, without limitation, any successor owner or owners of the improvements and/or the IMP Project sites, but excluding mortgagees of the IMP Projects or those claiming through mortgagees of the IMP Projects, unless said mortgagee obtains title to the IMP Project sites and proceeds with development of the IMP Project). This Agreement is intended to be only for the benefit of the Parties hereto and no other person or entity may seek enforcement of the terms hereof, regardless of whether such person or entity would enjoy a financial or other benefit from such enforcement.

The liability of the Applicant or its successors or assigns (including without limitations, mortgagees) arising under this agreement shall be limited solely to the interests of the Applicant in the IMP Project sites. Notwithstanding any other provision of this Agreement, no holder of a mortgage, deed of trust or other similar instrument on the IMP

Projects, the IMP Project sites, or any portion thereof shall be liable to perform, or liable in damages for any failure to perform, any of the obligations of the Applicant unless such holder shall have acquired title to an IMP Project and/or the IMP Project sites, as the case may be, by foreclosure or deed or assignment in lieu of foreclosure and proceeds with the development of an IMP Project, and, in any event, the liability of such holder shall be limited to the amount of its interest in and to an IMP Project and the IMP Project sites.

Neither the Applicant nor any successor or assign of the Applicant, nor any trustee, beneficiary, general or limited partner, member, stockholder, manager, officer, director, member of board of overseers or other board, consultant, owner's representative, agent or employee of the Applicant or any such successor or assign (including, without limitation, mortgagees) shall be personally or individually liable under this Agreement, nor shall it or they be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project.

2. Notices

Any notice and other communications required and permitted under this Agreement shall be in writing, signed by a duly authorized officer or representative of the Authority or the Applicant, as the case may be, and shall be delivered by hand or by recognized overnight delivery service, or mailed postage prepaid by certified or registered mail, return receipt requested, to the Parties at the following addresses (or such other address as a party hereto may have specified to the other by written notice as herein provided):

Authority: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attn: Director's Office

With a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attn: General Counsel

Applicant: Harvard University
Office of the Executive Vice President
Massachusetts Hall, Harvard Yard
Cambridge, MA 02138
Attn: Katherine N. Lapp

With a copy to: Harvard University
Office of the General Counsel
Smith Campus Center, Suite 980
1350 Massachusetts Avenue
Cambridge, MA 02138
Attn: Daniel Rabinovitz, Esq.

With a copy to: Goulston & Storrs, PC
400 Atlantic Avenue
Boston, MA 02110
Attn: Matthew J. Kiefer, Esq.
Douglas M. Husid, Esq.

A notice shall be deemed to have been given on the earlier of (a) the date received, or (b) the date of delivery, refusal, or non-delivery indicated on the return receipt.

3. Authority Approval

Whenever the consent or approval of the Authority is required under this Agreement or any other project documentation, the Development Review Procedures, or otherwise in connection with the development of the Project on the Project Site, such consent or approval shall not be unreasonably withheld, conditioned or delayed, nor shall it be made contingent upon or made in any way to require, directly or indirectly, the payment of any fee or charge by the Applicant or any other interested party, and wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or any other requirement of similar import, the Authority shall be subject to the standards of reasonableness and customary practice in determining the adequacy and sufficiency of the Applicant's performance.

Any request for approval made to the Authority by the Applicant where such approval will be deemed to have been granted if the Authority fails to respond within a specified period of time shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

"NOTICE: THIS REQUEST FOR APPROVAL REQUIRES A PROMPT RESPONSE FROM THE BOSTON REDEVELOPMENT AUTHORITY. THE FAILURE OF THE BOSTON REDEVELOPMENT AUTHORITY TO RESPOND WITHIN () [BUSINESS] DAYS SHALL RESULT IN AN AUTOMATIC APPROVAL."

4. Severability

The terms and provisions set forth herein shall be construed as separate and independent obligations. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be determined to be invalid and unenforceable, the remainder of this Agreement, and the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

5. Term; Amendments

Unless earlier terminated pursuant to any provisions hereof, this Agreement shall expire ten (10) years from the date hereof, and the provisions contained herein shall be null and void as of such date of expiration, subject to specific time periods set forth herein with regard to specific provisions; provided, however, that specific provisions of this Agreement that by their terms explicitly create obligations lasting beyond the ten (10) year term stated above shall survive until they are completed. This Agreement may, by an instrument executed by the Parties hereto, be amended in whole or in part.

6. Limited Commitment

Nothing in this Agreement shall be construed as a commitment by the Applicant to construct or complete the IMP Projects. If and to the extent that the IMP Projects are undertaken by the Applicant, the sole obligation of the Applicant hereunder is to adhere to and to fulfill obligations set forth in this Agreement.

7. Sale or Assignment

The Applicant shall have the right to sell or assign its rights and interests in all or a portion of the IMP Projects and under this Agreement, provided that: (a) the Applicant shall not be in material default (beyond applicable notice and cure periods) of the terms and conditions of this Agreement imposed as of such date; (b) the successor or assignee shall expressly assume and agree to perform and comply with all the covenants and provisions of this Agreement on the part of the Applicant then applicable to the Project (unless notwithstanding a transfer or assignment of Applicant's rights and interest in a portion of the Project, such covenants and agreements are to remain those of Applicant); (c) there shall be promptly delivered to the Authority the original or a duplicate original of the instrument or instruments containing such assignment to and assumption by the successor or assignee; and (d) if said sale or assignment is occurring prior to the issuance of a Project Certificate of Compliance, then the Applicant shall notify the Authority of said sale or assignment and obtain the Authority's written approval prior to the sale or assignment. Such approval shall not be unreasonably withheld, conditioned, or delayed by the Authority. Notwithstanding, this section shall not apply to any financing or refinancing of the Project, or transfers to affiliates of the Applicant.

8. Estoppel Certificates

The Authority shall, within fifteen (15) business days after written request therefore by the Applicant or any mortgagee of the IMP Projects or any portion thereof, provide a certificate in writing, as requested or applicable, that the Applicant is in compliance with this Agreement or any particular paragraph thereof specified by the requesting party, including, but not limited to, any or all Community Benefits set forth in Section B of this Agreement, or in what respects there is noncompliance, or as to any other matter reasonably related to the Project which the requesting party may reasonably request of the Authority.

9. Counterparts

This Agreement may be executed in counterparts, and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

10. Authorization of the Authority

The Authority has authorized the Director of the Authority to take any action hereunder on behalf of the Authority (including, but not limited to the granting of consents or approvals and the execution and delivery of agreements and certificates, except for any certificates of completion), and any action so taken shall be binding on the Authority.

11. Governing Law

This Agreement shall be governed and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

12. Business Days

As used herein, the term "business day" shall mean any day other than a Saturday, Sunday, or legal holiday in Suffolk County, Commonwealth of Massachusetts.

13. Default Rate

Interest shall accrue on (i) any sum due hereunder that is not paid to the Authority on the date due, and (ii) any sums expended by the Authority in exercising its remedies hereunder to cure any breach of the Applicant, at the rate of ten percent (10%) per annum from the date due or the date incurred, as applicable.


14. Waiver of Jury Trial; Venue

Each of the parties hereto hereby waives any right it may have to a jury trial on any claim or action arising out of this Agreement. Any action arising hereunder shall be heard in any State court of the Commonwealth of Massachusetts or in the Federal District Court for the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as an instrument under seal by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

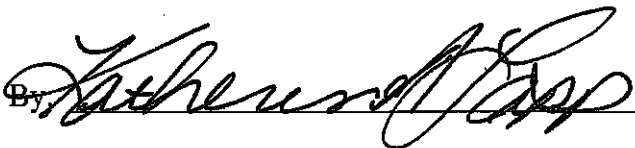
By: 

Kevin J. Morrison, General Counsel *SK*
Boston Redevelopment Authority

By: 

Brian P. Golden, Acting Director
Duly Authorized

**PRESIDENT AND FELLOWS OF HARVARD
COLLEGE**

By: 

Katherine N. Lapp, Executive Vice President
Duly Authorized

List of Exhibits

Exhibit A: IMP Area

Exhibit B: IMP Projects

Exhibit C: Development Review Guidelines

Exhibit D: Maintenance Scope for Ray Mellone Park

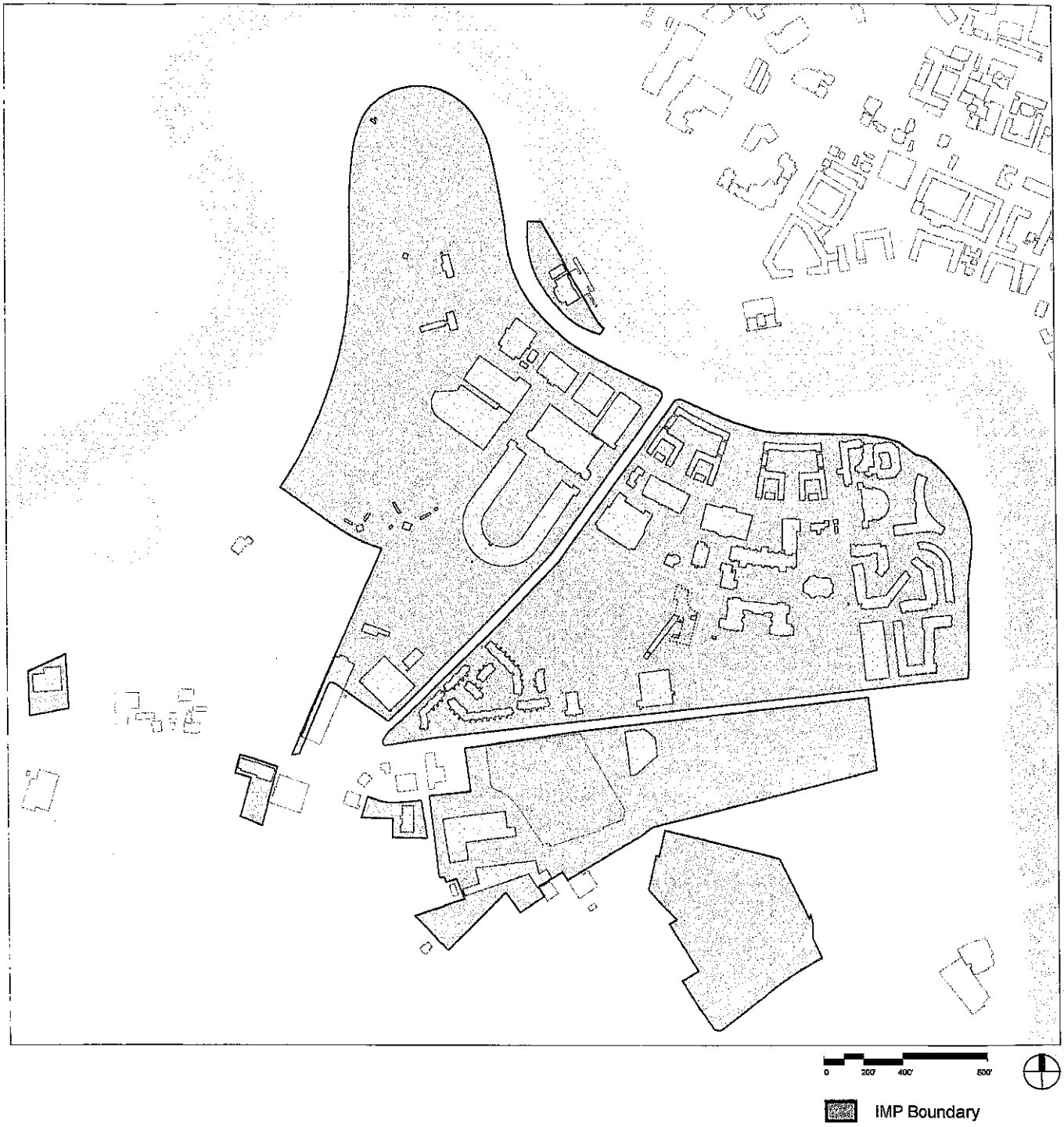
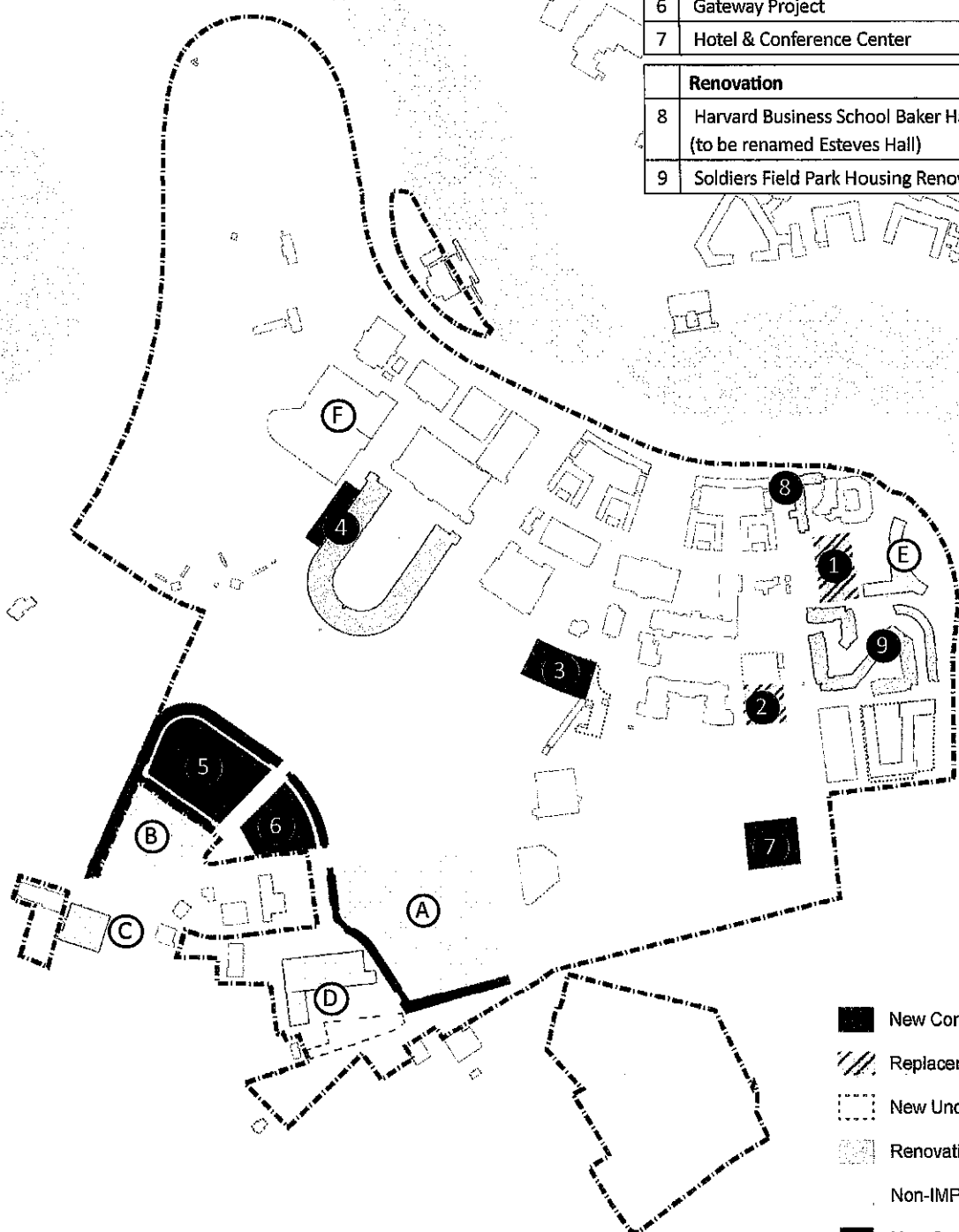


Exhibit A: IMP Area

OTHER PROJECTS (OUTSIDE 2013 IMP)	
A	Science Project
B	Barry's Corner Residential & Retail Commons
C	224 Western Avenue
D	28 Travis Street
E	Tata Hall
F	Bright Hockey/Gordon Track

IMP PROJECTS	
New Construction	
1	HBS Chao Center (Kresge Hall Replacement)
2	HBS Burden Hall Replacement
3	HBS Faculty & Administrative Office Building
4	Harvard Stadium Addition/Renovation
5	Mixed Use Facility & Basketball Venue
6	Gateway Project
7	Hotel & Conference Center
Renovation	
8	Harvard Business School Baker Hall Renovation (to be renamed Esteves Hall)
9	Soldiers Field Park Housing Renovation



- New Construction
- Replacement
- New Underground Space
- Renovation/Renewal
- Non-IMP Projects
- New Streets
- IMP Boundary

Note: With the exception of renovation, areas shown are development sites, not building footprints.

Exhibit B: IMP Projects

