

COOPERATION AGREEMENT

FOR THE 212-222 STUART STREET PROJECT, IN THE BAY VILLAGE NEIGHBORHOOD OF BOSTON, MASSACHUSETTS

This **COOPERATION AGREEMENT** (this "Agreement") is made as of this 20th day of December, 2019, 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, **d/b/a Boston Planning & Development Agency**, (the "BPDA") and having a principal place of business at One City Hall Square, Boston, Massachusetts 02201-1007, together with its successors and assigns, and **STUART ACQUISITION 12, LLC and STUART ACQUISITION 22, LLC**, each a Massachusetts limited liability company, having an address c/o Transom Real Estate, LLC, 527 Albany Street, Suite 100, Boston, MA 02118, together with their successors and assigns (collectively, the "Applicant"). The BRA, and the Applicant, collectively, are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, the Applicant is undertaking the Project (defined below) on an approximately 7,712 square-foot parcel in the Bay Village Neighborhood of Boston, bounded by Stuart Street to the north, Shawmut Street to the south, Church Street Plaza to the west, and the 200 Stuart Street parking garage to the east, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Project Site"); and

WHEREAS, the Applicant proposed to construct an approximately 146,000 square foot, 19-story building with approximately 126 dwelling units and approximately 1,000 square feet of ground floor retail and commercial uses (the "Project"); and

WHEREAS, the Project has been subject to the development review and approval requirements of Article 80 ("Article 80 Review") of the City of Boston Zoning Code (the "Code"); and

WHEREAS, on November 2, 2016, in accordance with the BPDA's policy on mitigation as outlined in Mayor Thomas M. Menino's Executive Order

Relative to the Provision of Mitigation by Development Projects in Boston, the Applicant submitted a Letter of Intent for the Project; and

WHEREAS, on December 8, 2016, in accordance with the Large Project Review requirements of Article 80 of the Code, the Applicant submitted a Project Notification Form (the "PNF") to the BPDA, and notice of receipt of the PNF was published in *The Boston Herald* on December 8, 2016; and

WHEREAS, on June 15, 2017 the BPDA approved the Project and authorized the Director to: (1) issue a Scoping Determination waiving further review pursuant to Section 80B-5.3(d) of the Code for the Project; (2) issue one or more Certifications of Compliance or Partial Certifications of Compliance for the Project pursuant to Section 80B-6 of the Code, upon successful completion of Article 80 Large Project Review; and (3) take any and all actions and execute any and all documents deemed necessary and appropriate by the Director in connection with the Project and the Development Plan, including, without limitation, a Boston Residents Construction Employment Plan, a Cooperation Agreement, and an Affordable Rental Housing Agreement and Restriction; and

WHEREAS, on August 8, 2017, the Director duly issued the Scoping Determination waiving the requirement of further review, as authorized by the BPDA, a copy of which is attached hereto as Exhibit B; and

WHEREAS, on February 14, 2019 the BPDA authorized the Director to execute an Affordable Housing Agreement and an Off-Site Housing Creation Agreement for the Project in accordance with the Inclusionary Development Policy dated December 10, 2015; and

WHEREAS, the BPDA and the Applicant have agreed to enter into this Agreement for the purposes of: (1) setting forth the mitigation agreements of the Applicant with respect to the construction and operation of the Project; and (2) ensuring compliance of the Project with the provisions of Article 80 of the Code.

AGREEMENT

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

A. DEVELOPMENT REVIEW

1. Article 80 Review Completed. The BPDA has completed its development review of the Project in accordance with Article 80 of the Code, subject to continuing design review by BPDA staff. The Applicant and the BPDA

hereby acknowledge that the Director of the BPDA has issued the Scoping Determination Waiving Further Review on August 8, 2017, waiving the requirement for the filing and review of a Draft Project Impact Report and approving the PNF, pursuant to Section 80B-5.3(d) of the Code, which finds that the PNF adequately describes the impacts of the Project, subject to continuing design review by the BPDA.

2. Planning and Design. The Applicant shall proceed with the planning and design of the Project in a manner that is consistent with the development concept, land uses, and density contemplated in the PNF.

3. Development Review Procedures. The Parties agree that the design review process required for the Project will be as set forth in the BPDA's Development Review Guidelines, dated 2006 (the "Development Review Guidelines," available on the BPDA's website at <http://www.bostonredevelopmentauthority.org/getattachment/65dba1c1-0947-4dac-9309-23b395849bb0> 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.

4. Material Changes. Following approval by the BPDA of the Contract Documents (as defined in the Development Review Guidelines) for the Project, the Applicant shall not make any modifications to the design of the exterior of the Project or portions of the interior of the Project which are visible from the exterior of the Project, open spaces, landscaping and exterior features of the building until such modifications have been approved by the BPDA, in each case only where the same constitute material changes from the previously approved submissions (other than refinements of details generally consistent with such previously approved submissions) ("Material Changes"), and shall obtain approval from the BPDA prior to incorporating such changes into the final drawings and specifications for the Project.

5. Process for Approval of Material Changes. Throughout the construction of the Project, it will be the Applicant's responsibility to notify the BPDA of any proposed Material Changes and to obtain approval from the BPDA prior to incorporating such Material Changes into the final drawings and specifications for the Project. The BPDA 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 BPDA. If the BPDA disapproves any Material Change, its disapproval shall include a detailed written explanation thereof. If the Applicant receives no notification from the BPDA of disapproval within thirty (30) business days after the submission of any such proposed Material Change to the BPDA, such change shall be deemed

approved; provided, however, that any written request for approval of a change shall be in conformance with the provisions of Paragraphs A.3 and D.7 of this Agreement.

6. The Applicant agrees to use a construction wrap for the Project approved by BPDA design staff in its reasonable discretion, and the Applicant shall be responsible for any and all costs associated with designing, printing and installing the construction wrap.

B. MITIGATION COMMITMENTS

1. Construction Mitigation. Prior to the issuance of the initial building permit for the Project, the Applicant shall submit to the City of Boston Transportation Department ("BTD") a Traffic Construction Management Plan ("CMP") for the Project in accordance with the City's Construction Management Program, and BTD shall have approved the CMP. The CMP shall identify construction, parking and traffic impacts and specific mitigation measures to be implemented during the construction of the Project that are reasonably satisfactory to the BTD and the Applicant. Promptly following the execution of the CMP, the Applicant shall submit to the BPDA a true, complete and correct copy of the fully-executed CMP.

2. Transportation. Prior to the issuance of the initial full building permit for the Project, the Applicant shall enter into a Transportation Access Plan Agreement ("TAPA") for the Project with the BTD reasonably satisfactory in form and substance to BTD and the Applicant. Upon the execution of the TAPA, the Applicant shall submit to the BPDA a true, complete and correct copy of the fully executed TAPA.

3. Construction Employment. In order to demonstrate its commitment to providing job opportunities, prior to the issuance of the initial building permit for the Project, the Applicant shall execute and deliver to the BPDA a Boston Residents Construction Employment Plan (the "Employment Plan"), in a form acceptable to the BPDA, 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 the Applicant's plans to use good-faith efforts to ensure that its general contractor for the Project, and those engaged by said general contractor for construction of the Project on a craft-by-craft basis, use its good-faith efforts, to meet the following Boston Residents Construction Employment Standards:

- (a) at least 50% of the total employee work hours in each trade shall be by bona-fide residents of the City of Boston;
- (b) at least 25% of the total employee work hours in each trade shall be by minorities; and
- (c) at least 10% of the total employee work hours in each trade shall be by women.

Work hours, as defined in the Employment Plan, shall include on-the-job training and apprenticeship positions.

4. Maintenance and Operation of Project. The Applicant shall, at all times, keep the improvements constructed as part of the Project 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. Inclusionary Development Policy. In accordance with the requirements of the Inclusionary Development Policy dated December 10, 2015 (“IDP”), and the authorization of the BPDA on February 14, 2019, the Applicant will enter into an Affordable Housing Agreement for the creation or preservation of off-site units in an affordable housing project (the “Off-Site IDP Units”). The Off-Site IDP Units may be either rental or homeownership units. The total square footage of the Off-Site IDP Units shall be eighteen percent (18%) of the rentable residential square footage of the Project. The square footage number will be finalized in conjunction with the completion of the design of the Project. The Applicant will also enter into an Off-Site Housing Creation Agreement which will detail the responsibilities of the Applicant and any third-party developer or owner of the affordable off-site housing project with respect to the Off-Site IDP Units.

6. Community Benefits. The Applicant has agreed to provide the following community benefits as part of the Project:

- (a) The Applicant will contribute Two Hundred and Ninety Two Thousand Dollars (\$292,000.00) for various uses specific to the ongoing improvements, care and maintenance of the City “pocket” parks located throughout the Bay Village neighborhood, including Statler Park. The funds shall be made payable to the Boston Redevelopment Authority and shall be due as follows: \$146,000.00 shall be payable upon

issuance by ISD of a full building permit for the Project, and the remaining \$146,000.00 shall be payable upon issuance by ISD of Certificate of Occupancy for the Project. The BPDA will transfer the full \$292,000.00 to the Fund for Parks, upon receipt from the Applicant. The BPDA will work with the City of Boston and the Bay Village Neighborhood Association (“BVNA”) to identify the ongoing improvements, care and maintenance for said park areas.

- (b) The Applicant will contribute \$250,000.00 for specific safety initiatives, open space improvements and other initiatives to be identified by the BVNA within the Bay Village neighborhood. The funds shall be made payable to the Boston Redevelopment Authority and shall be due as follows: \$125,000.00 shall be payable upon issuance by ISD of a full building permit for the Project and the remaining \$125,000.00 shall be payable upon issuance by ISD of Certificate of Occupancy for the Project. Not less than \$75,000.00 of the amount payable under this Section B.6.(b) shall be paid by the BPDA to the BVNA to support activities consistent with the nonprofit mission of the BVNA and may include community building activities such as neighborhood clean-ups and beautification, neighborhood communication, preservation of historical plaques and archives, and neighborhood public safety initiatives. The BPDA will enter into a Grant Agreement for all funds disbursed to the BVNA pursuant to this Section B.6.(b).
- (c) The Applicant will properly illuminate the alleyway between the Project and the 200 Stuart Street parking garage to provide a safe and well-lit passageway from Shawmut Street to Stuart Street.
- (d) The Applicant will install new hardscapes, sidewalks, tree plantings and landscaping along the perimeter of the Project.
- (e) The Applicant shall renovate and widen Church Street Plaza and incorporate new pavement, tree plantings and landscaping to establish the Plaza as the gateway to the neighborhood.
- (f) The Applicant will create two (2) townhouse-style units along Shawmut Street to activate Shawmut Street.

- (g) The loading area for the Project will take place from the loading dock accessible only from Stuart Street.

C. PROJECT CHANGES, PROJECT COMPLETION

1. Anticipated Schedule of Construction. The Applicant estimates that work on the Project Site will commence in the fourth (4th) quarter of 2019, with construction of the Project anticipated to be substantially completed within twenty-four (24) months thereafter.

2. Permits and Licenses; Cooperation by BPDA. Throughout the permitting phase of the Project, the BPDA will, at the Applicant's request, informally meet with and advise the Applicant concerning, and will actively cooperate with and publicly support, at no cost or expense to the BPDA, the Applicant's efforts to obtain from the appropriate municipal, state and federal bodies and agencies, all permits, licenses and approvals, and exceptions, variances, deviations and other departures from the normal application of the applicable zoning and building codes and other applicable ordinances and statutes that may be necessary or appropriate in order to carry out the development of the Project and to fulfill the Applicant's obligations hereunder in the most expeditious and reasonable manner. The BPDA shall cooperate with the Applicant to obtain any such licenses, approvals or deviations required for the Project, provided however that all such efforts are consistent with the Article 80 Submissions, as defined below, approved by the BPDA.

3. Infeasibility of Project or Component Thereof. If, in the future, the Applicant, in its reasonable judgment, determines that it has become infeasible or inadvisable to proceed with the Project or any Component thereof, then in such case the BPDA shall cooperate with the Applicant, at no cost or expense to the BPDA, to modify, alter, or amend the BPDA's previous approval of the Project and this Agreement in order to allow the Applicant the opportunity to reasonably develop the Project Site.

4. Certification of Compliance. Pursuant to and in accordance with Section 80B-6 of the Code, the BPDA shall issue to the Commissioner of ISD a Certification of Compliance, or one or more Partial Certifications for the Project or any portion thereof, when appropriate, in accordance with Section 80B-6 of the Code.

5. Certificate of Completion. The Project or any portion thereof shall be deemed completed when the Applicant has substantially completed construction of the Project in accordance with the Contract Documents, and the

Development Review Guidelines and this Agreement, and the Project is ready for occupancy, except for: (i) interior work to be performed for tenant or other occupant specifications; (ii) 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 (iii) 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 such substantial completion of the construction of the Project, the BPDA shall, within forty (40) days after receipt of the Applicant's written request, issue to the Applicant either: (i) a Certificate of Completion for the Project (the "**Certificate of Completion**"), or (b) a written statement (a "**Non-Compliance Statement**"), indicating with specificity in what respect the Applicant has failed to complete the Project in accordance with this Agreement, and what measures or actions will be necessary, in the reasonable opinion of the BPDA, for the Applicant to take or perform in order to obtain such requested Certificate of Completion, as applicable. Upon compliance in all material respects by the Applicant with the requirements of any Non-Compliance Statement for the Project, the BPDA shall issue a Certificate of Completion for the Project. If requested, such Certificate of Completion shall be in form suitable for recording in the Registry of Deeds for Suffolk County, Commonwealth of Massachusetts (the "**Registry**"). The BPDA shall provide any evidence of authority necessary for such recording and filing, which shall be conclusive evidence that the Project has been completed in accordance with this Agreement, and that all obligations to the BPDA under this Agreement have been fulfilled.

If the BPDA shall refuse or fail to provide either a Certificate of Completion or a Non-Compliance Statement to the Applicant or any such mortgagee within forty (40) days of a request for a Certificate of Completion, then the Certificate of Completion requested shall be deemed to have been issued; provided, however, that any transmittal of any request for the issuance of a Certificate of Completion shall recite that approval by the BPDA is due within forty (40) days of receipt, or such Certificate of Completion shall be deemed to have been issued. The Applicant and any such mortgagee may record an affidavit with the Registry, which affidavit shall attest to the adequacy of notice to the BPDA, the elapse of forty (40) days without response, and the completion of the construction of the Project or the applicable portion thereof in compliance with the provisions of this Agreement. Such affidavit shall be conclusive evidence as to the facts stated therein and as to the substantial completion of the construction of the Project in compliance with the provisions of this Agreement.

In the event that the construction of the Project shall have been substantially completed so as to warrant the issuance of a Certificate of Completion in accordance with this Section except for items listed in clauses (i) -

(iii) in the first grammatical paragraph of this Section C. 5 or items not completed for other reasons beyond the reasonable control of the Applicant as may reasonably be determined by the BPDA, then, at the option of the Applicant, upon forty (40) days' written notice to the BPDA, either (i) an escrow shall be established pursuant to the provisions of this Section or (ii) the Applicant shall obtain for the BPDA at the Applicant's sole cost and expense a surety or performance bond or completion guarantee in a form satisfactory to the BPDA (in an amount which, in the reasonable opinion of the BPDA, would be sufficient to cover the cost of completion) guaranteeing the completion of such aspects of the work and the BPDA shall forthwith issue a Certificate of Completion for the construction of the Project.

If an escrow is established for the completion of any incomplete work which, in the reasonable opinion of the BPDA, should be completed prior to the issuance of a Certificate of Completion (a "**BPDA Completion Escrow**") and the BPDA issues a Certificate of Completion prior to completion of the entire Project or applicable portion thereof, then the Applicant shall deposit with the BPDA, 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 BPDA in its reasonable discretion, as security for the completion of such items, an amount which, in the reasonable opinion of the BPDA, would cover the cost of such completion. Such deposit, if deposited with the BPDA, shall be in the form of a certified or bank check, treasury bills or by other security reasonably satisfactory to the BPDA and shall be deposited simultaneously with the issuance of the Certificate of Completion. Upon the completion of any items of work for which the BPDA Completion Escrow was established, the portion of the escrow fund designated for such item of work shall be paid over to the Applicant, or as directed by the Applicant forthwith, or if such work is not so completed to the satisfaction of the BPDA, within a reasonable time after the issuance of such Certificate of Completion, and in any event within one (1) year of such issuance, then the BPDA may apply such deposit to completion of such work and the Applicant hereby authorizes the BPDA to undertake such work.

Notwithstanding the provisions of this Agreement, the BPDA shall have no obligation to issue a Certificate of Completion or partial Certificate of Completion if there is any outstanding material default under this Agreement.

D. GENERAL PROVISIONS

1. Binding Agreement. This Agreement is binding upon and

enforceable against, and inures to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any successor owner or owners of the improvements on the Project Site, but excluding mortgagees of the Project or those claiming through mortgagees of the Project, unless said mortgagee obtains title to the Project Site and proceeds with development of the Project).

2. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to such persons or circumstances other than those 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.

3. Liability. The liability of the Applicant or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement shall be limited solely to the interests of the Applicant in the Project and Project Site and no partner, member, manager, venturer, trustee, beneficiary, shareholder, officer, director or employee of the Applicant or its successors or assigns, or any person or entity directly or indirectly holding any interests in any of the foregoing from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal or individual liability with respect to any obligation or liability hereunder, nor shall any person or entity be answerable or liable hereunder in any equitable proceeding or order beyond the extent of its interest in the applicable portion of the Project or Project Site. No holder of a mortgage on the Project or the Project Site shall be liable to perform, or be liable in damages for failure to perform, any of the obligations of the Applicant hereunder unless and until such holder acquires title to the Project or Project Site by foreclosure or deed in lieu of foreclosure.

4. Certificate of Status of Agreement. The BPDA shall, within fifteen (15) business days after a written request therefor by the Applicant or any mortgagee of the Project or any portion thereof, provide a certificate in writing, as requested or as applicable, that this Agreement or any particular section hereof specified by the requesting party is in full force and effect and unmodified, or in what respects this Agreement is no longer in force or effect or has been modified, that the Applicant is in compliance with this Agreement or any particular section hereof specified by the requesting party, or in what respects there is noncompliance, or as to any other matter reasonably related to the Project or this Agreement which the requesting party may reasonably request of this BPDA.

5. Authorization of the BPDA. The BPDA has authorized the Director

or Acting Director of the BPDA to take any action hereunder or in connection with the Project on behalf of the BPDA (including, without limitation, the granting of consents or approvals and the execution and delivery of certificates and agreements hereunder or under the Development Review Procedures and the issuance of a Certification of Compliance and a Certification of Consistency pursuant to Article 80 of the Code); and any action so taken shall be binding upon the BPDA and its successors and assigns.

6. Notices. All notices and other communications required or permitted under this Agreement must be in writing, signed by a duly authorized officer or representative of the BPDA or the Applicant as the case may be, and shall be (i) hand delivered, (ii) delivered by nationally recognized overnight delivery service, or (iii) mailed by certified or registered mail, return receipt requested, postage prepaid, to the Parties at the following addresses or such other addresses as each may have specified to the other by such a notice:

BPDA: Boston Planning & Development
Agency
One City Hall Square, 9th Floor
Boston, Massachusetts 02201-1007
Attention: Director

with a copy to: Boston Planning & Development
Agency
One City Hall Square, 9th Floor
Boston, Massachusetts 02201-1007
Attention: General Counsel

Applicant: c/o Transom Real Estate, LLC
527 Albany Street, Suite 100
Boston, Massachusetts 02118
Attention: Peter Spellios

with a copy to: Pierce Atwood LLP
100 Summer Street, 22nd Floor
Boston, MA 02110
Attention: Paula Devereaux, Esq.

Any such notice shall be deemed to have been given on the date received or refused during normal business hours.

7. BPDA Approval. Whenever the consent or approval of the BPDA is required hereunder, under the Development Review Procedures, or otherwise in connection with the development of the Project, such consent or approval shall

not be unreasonably delayed, conditioned or withheld, nor shall it be made contingent upon or structured so as to require, directly or indirectly, the payment of any fee or charge by the Applicant or any other interested party. Wherever there is a requirement that any thing, act, or circumstance shall be satisfactory to the BPDA or shall be done and performed to the BPDA's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice with respect to projects of similar size, location and complexity shall be used by the BPDA in determining the adequacy and sufficiency of the Applicant's performance.

Any request for an approval made to the BPDA by the Applicant where such approval shall be deemed to have been granted after a period of non-reply by the BPDA 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 BPDA. THE FAILURE OF THE BPDA TO RESPOND WITHIN
_____ BUSINESS DAYS SHALL RESULT IN AN AUTOMATIC
APPROVAL."

8. Transfer of Interest. The Applicant shall have the right to transfer or assign its rights and interests and obligations under this Agreement, provided that:

(a) at the time of such transfer or assignment, the Applicant is not then 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 of the covenants and agreements of this Agreement to be performed by the Applicant (unless notwithstanding a transfer or assignment of the Applicant's rights and interest in a portion of the Project, such covenants and agreements are to remain those of the Applicant); and

(c) the Applicant shall deliver to the BPDA promptly after such transfer or assignment: (i) a copy of the instrument or instruments evidencing any such assignment to and assumption by the successor or assignee; and (ii) a Disclosure of Beneficial Interests Statement for the successor or assignee in the form required by Section 80B-8 of the Code.

Notwithstanding the foregoing, the provisions of this Section shall not be applicable to (i) any financing or refinancing of all or any portion of the Project, or (ii) the assignment by the Applicant to a single-purpose development entity in

which the direct or indirect members of the Applicant are direct or indirect participating members.

9. Limitation of Undertakings. Nothing in this Agreement shall be construed as an undertaking by the Applicant to commence construction of or complete the Project. If and to the extent that Applicant undertakes the Project, the sole obligation of the Applicant is to adhere to this Agreement and to fulfill the monetary and other obligations set forth in this Agreement if and to the extent that the Project is so undertaken, subject to terms and provisions hereof. All obligations and agreements of the Applicant under this Agreement are subject to the foregoing and the Applicant's ability to obtain all necessary public and private licenses, easement rights and approvals, which Applicant covenants to pursue using commercially reasonable efforts.

10. Term. Unless earlier terminated pursuant to any provisions hereof, this Agreement shall expire ten (10) years after the issuance of a full Certificate of Occupancy for the Project, and the provisions herein shall be void and null as of such date of expiration, subject to specific time periods set forth herein with regard to specific provisions hereof.

11. Governing Law; Integration. This Agreement sets forth the entire agreement of the Parties with respect to the matters described herein and shall be governed and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

12. Amendments. This Agreement may be amended only by a written instrument signed by the Parties hereto.

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


14. Execution in Counterparts/Multiple Originals. This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together, shall constitute but one and the same instrument. The Parties have agreed to execute multiple original copies of this Agreement.

15. Enforcement. It is the intention of the Parties that the provisions of this Agreement may be enforced only by the Parties hereto, their successors and assigns, and that no other person or persons shall be authorized to undertake any action to enforce any provisions hereof without the prior written consent of the Parties.

(Signatures appear on following page)


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

STUART ACQUISITION 12, LLC AND
STUART ACQUISITION 22, LLC,

By: 
Name: Peter A. Spillias
Authorized Real Property Signatory

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY
d/b/a Boston Planning & Development
Agency

By: 
E. Renee LeFevre *mib*
General Counsel
BPDA

By: 
Brian P. Golden, Director

Exhibits

- Exhibit A: Project Site
- Exhibit B: Scoping Determination Waiving Further Review

Exhibit A

Project Site

[Attached behind]

LEGAL DESCRIPTION

Exhibit B

Scoping Determination Waiving Further Review

[Attached behind]