

COOPERATION AGREEMENT

45 WEST THIRD STREET, SOUTH BOSTON, MASSACHUSETTS

This COOPERATION AGREEMENT (this "Agreement") is made as of this _____ (11th) day of August, 2016, 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 (the "Authority"), and having a principal place of business at One City Hall Square, Boston, Massachusetts 02201-1007, and **E & T LLC**, a Massachusetts limited liability company (the "Applicant"), and having an address of 55 Henshaw Street, Boston, Massachusetts 02135. The Authority and the Applicant, collectively, are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, the Applicant is undertaking the Project (as defined herein) on an approximately 1.0-acre (43,567 square-foot) parcel of land located at 41-45 West Third Street in the South Boston neighborhood of Boston, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Site"); and

WHEREAS, the Applicant proposes (a) to demolish of existing, industrial building, and an existing, residential building, both located at the Site, (b) to construct a new, mixed-use building that is no more than 55 feet in building height, and stepping down to a building height of no more than 45 feet along the easterly lot line, with primarily residential use (up to 105 residential condominium units), and some ground-floor commercial use, and including approximately 20,000 square feet ("sf") of on-site private and common usable open space, and accessory, residential parking (the "New Building"), (c) to make improvements to the public sidewalks along the perimeter of the Site, including widening and installation of street lighting, and (d) to pay \$150,000 to fund public benefits identified by the Impact Advisory Group that reviewed the Project, including to redesign nearby Flaherty Park, support for programs to address substance abuse, and funding an "art fence" on Dorchester Avenue, near the Broadway MBTA subway station (collectively the "Project"); and

WHEREAS, on January 17, 2014, SSI West Third Boston LLC, an affiliate of Spaulding & Slye Investments (the "Original Applicant") submitted a Letter of Intent ("LOI") for the Project; and

WHEREAS, within three months of submitting the LOI, on February 12, 2014, the Original Applicant filed an Expanded Project Notification Form (the "Expanded PNF") for the Project; and

WHEREAS, at a duly advertised public meeting on April 6, 2015, an Impact Advisory Group for the Project (the "IAG") approved the design of the Project; and

WHEREAS, on May 28, 2015, the Original Applicant filed a proposed Planned Development Area ("PDA") Development Plan for the Project (the "PDA Development Plan No. 102"), under Section 80C of the Boston Zoning Code (the "Code"); and

WHEREAS, on July 16, 2015, the Authority voted that the Director of the Authority be authorized to issue a determination waiving further review of the Project (the "Determination Waiving Further Review") under Section 80B-5.3(d) of the Code; and

WHEREAS, also on July 16, 2015, the Authority further voted to approve PDA Development Plan No. 102 and associated Zoning Map Amendment No. 602, pursuant to Sections 3-1A.a and 80C of the Code; and

WHEREAS, also on July 16, 2015, the Authority further voted that the Director of the Authority be authorized to take any and all actions and to execute any and all documents deemed necessary and appropriate in connection with the foregoing approvals, including without limitation, a Cooperation Agreement, upon terms and conditions determined to be in the best interest of the Authority in connection with the Project and the PDA Development Plan; and

WHEREAS, on August 3, 2015, the Director of the Authority issued the Determination Waiving Further Review, a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, on September 23, 2015, the Boston Zoning Commission voted to approve PDA Development Plan No. 102 and associated Zoning Map Amendment No. 602, both effective October 6, 2015, and pursuant to Sections 3-1A.a and 80C-6 of the Code; and

WHEREAS, by a *Quitclaim Deed* dated as of April 15, 2016, and recorded on the same day, with the Suffolk Registry of Deeds (the "Registry of Deeds") in Book 55989, at Page 90, and prior to commencement of construction of the Project, the Original Applicant granted the Site to Applicant; and

WHEREAS, the Authority and the Applicant have agreed to enter into this Agreement for the purposes of: (1) setting forth the mitigation measures and other public benefits 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 as specified herein.

AGREEMENT

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

A. DEVELOPMENT REVIEW

1. The Authority has completed its development review of the Project in accordance with Article 80 of the Code, subject to continuing design review by Authority staff. The Applicant and the Authority hereby acknowledge that the Director of the Authority issued the Determination Waiving Further Review on August 3, 2015.

2. The design review process for the Project and to be observed by the Parties shall be as set forth in the Authority's "Development Review Guidelines, dated 2006," available on the Authority's website at <http://www.bostonredevelopmentauthority.org/getattachment/65dba1c1-0947-4dac-9309-23b395849bb0> (the "Development Review Guidelines") 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. The Applicant shall submit Schematic Design Plans, Design Development Plans, and Contract Documents for the Project to the Authority for review and approval under the Authority's Development Review Guidelines.

3. Following final approval of the design of the Project by the Authority, the Applicant will not make any changes from approved drawings if such changes involve modifications to the exterior or interior lobbies that can be viewed from exterior of the Project until the modification has been approved by the Authority. Such changes shall be processed in the manner provided in the following sections.

4. Throughout the construction of the Project, it will be the Applicant's responsibility to notify the Authority of proposed changes to portions of the public lobbies visible from the exterior of the Project, open spaces, landscaping and exterior features of the building, where the same constitute material 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 such changes into the final drawings and specifications for the Project. 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 changes shall be deemed approved; provided, however, that any written request for approval of a change shall be in conformance with the provisions of Section D.5 of this Agreement. Notwithstanding the foregoing, the Authority's approval shall not be required for changes which will not be visible from the exterior of the building, including changes to the portions of the public lobbies that are not visible from the exterior of the building.

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. 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. Upon the execution of the CMP, the Applicant shall submit to the Authority a true, complete, and correct copy of the fully executed CMP.

2. Transportation. Prior to the issuance of the initial building permit for any portion of 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 Authority a true, complete, and correct copy of the fully executed TAPA.

3. Construction Employment. Prior to the issuance of the initial building permit for any portion of the Project, the Applicant shall execute and deliver to the Authority a Boston Residents Construction Employment Plan (the "Employment Plan"), in a form acceptable to the Authority, 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 Best Efforts (as defined in Chapter 12 of the Ordinances of 1986, as amended) to ensure that its general contractor, and those engaged by said general contractor for construction of the Project on a trade-by-trade basis, use Best 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. Affordable Housing. The Project is subject to the Mayor's Inclusionary Development Policy, as it existed prior to December 9, 2015 (the "IDP"). The Project is not subject to *An Order Relative to Inclusionary Development* issued by Mayor Martin J. Walsh on December 9, 2015, because, as noted previously herein, an LOI was filed for the Project prior to January 2, 2016. The Project will comply with the IDP by including 13 affordable housing units on site (13% of the 105 total dwelling units), of which seven (7) must be affordable to households making no more than 80% of Area Median Income ("AMI"), and the remaining six (6) must be affordable to households making no more than 100% of AMI (the "Affordable Units"). Compliance with the IDP will further require the Applicant to make a one-time payment of approximately \$139,130.44 toward the IDP Fund, to account for the fractional affordable dwelling unit (0.65) owed based on the IDP's 13% mandated share of total housing units. The Applicant shall enter into an Affordable Housing Agreement and Restriction with the Authority regarding provision of the Affordable Units, as well as an Affordable Housing Contribution Agreement to memorialize the IDP Fund Contribution Payment. Such Affordable Rental Housing Agreement and Restriction shall be recorded by the Applicant at the Registry of Deeds within five (5) days of the issuance of a Certificate of Occupancy for the Project. The Authority will work collaboratively with the City of Boston Department of Neighborhood Development, the agency now in control of the distribution of IDP funds, to attempt to commit this contribution toward the creation of middle-income housing in the vicinity of the Project.

5. Public Benefits. The Applicant has agreed to comply with the following:

- (a) Community Commitment. Financial payments totaling three-hundred thousand dollars (\$300,000), toward community needs, including, without limitation: redesign of nearby Flaherty Park; support for a program formed by Father Joe White addressing substance abuse issues; and an "art fence" on Dorchester Avenue near Broadway Station, as recommended by the IAG with final approval by BRA Design Review staff. The Developer shall pay the \$300,000 sum to the Authority in two, equal installments of \$150,000 each: the first installment is due prior to the issuance of

the initial building permit for the Project; and the second installment is due upon issuance of a full Certificate of Occupancy for the Project.

(b) Project Site Commitments. The Applicant has agreed to provide the following Site commitments, subject to any required approvals:

i. public realm enhancements around the Site, including newly widened sidewalks with landscaping, street furniture, and street lights in accordance with *Boston Complete Streets* guidelines;

ii. installation and maintenance of landscaping along MassDOT property immediately easterly of the Site, and above the Haul Road.

C. PROJECT CHANGES AND PROJECT COMPLETION

1. Development Period. The Applicant anticipates commencing construction of the Project during the third (3rd) quarter of 2016, with an estimated substantial completion date in the first (1st) quarter of 2018.

2. Abandonment of Project. If, in the future, the Applicant shall, in its reasonable judgment, determine that it has become infeasible to proceed with the Project, then in such case, and after substantiation by the Applicant of the reasons for not being able to proceed that is deemed reasonably adequate by the Authority, the Authority shall cooperate with the Applicant, at no cost or expense to the Authority, to modify, alter, or amend its previous approval, and this Agreement, in order to allow the Applicant the opportunity to reasonably develop the Site.

3. Authority Cooperation. Throughout the permitting phase of the Project, 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, exceptions, conditional use permits, variances, special orders, and any other forms of discretionary approvals or relief or deviations from the strict application of the 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 in the most expeditious and reasonable manner. The Authority shall cooperate with the Applicant, at no cost or expense to the Authority, to obtain any such approvals, relief, or deviations required for the Project, provided however that all such efforts are generally consistent with the Determination Waiving Further Review, and the Contract Documents approved by the Authority in accordance with the Development Review Guidelines.

4. Certification of Compliance and Consistency. Pursuant to and in accordance with Sections 80B-6 and 80C-8 of the Code, the Authority shall promptly issue to the Commissioner of the City of Boston Inspectional Services Department (“ISD”) a Certification of Compliance (or Partial Certification of Compliance) and a Certification of Consistency (or Partial Certification of Consistency) for the Project, in accordance with said sections and the vote of the Authority authorizing such issuance.

5. Certificate of Completion. The Project shall be deemed completed when construction of the Project has been substantially completed in accordance with the Contract Documents and the Development Review Guidelines and the Project is ready for occupancy, except for: (i) interior work to be performed to tenant or other occupant specifications; (ii) items of work and adjustment of equipment and fixtures that can be completed after occupancy has occurred, *i.e.*, so-called “punch list items;” and (iii) landscape, streetscape, or other similar work that cannot then be completed because of climatic conditions or other reasons beyond the reasonable control of the Applicant, as may reasonably be determined by the Authority.

Upon substantial completion of the Project as aforesaid, the Authority shall issue to the Applicant a Project Certificate of Completion, which shall be in a form suitable for recording in the Registry of Deeds, and shall be conclusive evidence that the Project has been completed in compliance with the Determination Waiving Further Review, the Contract Documents, and this Agreement (which term shall be construed in connection with the issuance of a Certificate of Completion or a Statement of Non-Completion to incorporate all agreements herein referenced), and that all obligations to the Authority thereunder have been fulfilled (except any obligation hereunder which by its terms survives the completion of construction of the Project, which obligation when cited in the Project Certificate of Completion shall survive the issuance of the Project Certificate of Completion) (collectively, such documents are the “Article 80 Documents”). Notwithstanding the provisions of this Agreement, the Authority shall have no obligation to issue a Certificate of Completion if there is any outstanding material default under this Agreement.

The Authority shall, within forty (40) days after receipt of the Applicant’s written request therefore, either: (a) issue a Certificate of Completion for the Project to the Applicant and to any mortgagee of the Project; or (b) provide written notice to the Applicant that the Authority has determined that the Project has not been completed in accordance with the Article 80 Documents approved by the Authority (a “Non-Completion Statement”).

If the Authority determines that the requested Certificate of Completion cannot be issued, the Authority shall, within such forty- (40-) day period, provide the Applicant

with a Non-Completion Statement indicating with specificity (a) in what respect the Applicant has failed to complete the Project in accordance with the Determination Waiving Further Review, the Contract Documents, or this Agreement; and (b) what measures or actions will be necessary for the Applicant to undertake or perform in order to obtain such Certificate of Completion. Upon compliance by the Applicant with the requirements specified in the Non-Completion Statement with respect to the Project, the Authority shall issue the Certificate of Completion to the Applicant. Such Certificate of Completion shall be in suitable form for recording in the Registry of Deeds.

If the Authority shall refuse or fail to provide either a Project Certificate of Completion or a Non-Completion 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 in conformance with Section D.5 of this Agreement 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 Registry of Deeds, which affidavit shall attest to the adequacy of notice to the Authority, the elapse of forty (40) days without response, and the completion of the Project in compliance with the Determination Waiving Further Review, the Contract Documents, and this Agreement. Such affidavit shall be conclusive evidence as to the facts stated therein and as to the substantial completion of the Project in compliance with the Determination Waiving Further Review, the Contract Documents, and 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 successors and assigns (including, without limitation, any successor owner or owners of the improvements on the Site or any part thereof, but excluding mortgagees of the Project or those claiming through mortgagees of the Project, unless said mortgagee obtains title to the Site and proceeds with development of the Project), and no person or persons shall be authorized to undertake any action to enforce any provision hereof without the prior written consent of the Parties.

2. Transfer of Interest. The Applicant shall have the right to transfer or assign its rights and interests in all or a portion of the Project and 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
- (a) (c) the Applicant shall deliver to the Authority promptly after such transfer or assignment, 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 of 80B-8 of the Code.

Notwithstanding anything in this Agreement to the contrary, no notice to or consent by the Authority shall be required in connection with any financing or refinancing of all or any portion of the Project or Site.

3. Liability.

- (a) 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 the Site, and no partner, member, manager, venturer, trustee, beneficiary, shareholder, officer, director employee, agent, or the like 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 Site. No holder of a mortgage on the Project or the Site shall be liable to perform, or be liable in damages for failure to perform, any of the obligations of the Applicant hereunder, unless said mortgagee

obtains title to the Project or the Site and proceeds with development of the Project.

- (b) Nothing in this Agreement shall be construed as an undertaking by the Applicant to construct or complete the Project. If and to the extent the Project is undertaken, the sole obligation of the Applicant will be to adhere to such provisions of the Article 80 Documents as they specifically relate to the Project.

4. 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 Authority 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:

Authority: Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, MA 02201-1007
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, MA 02201-1007
Attention: General Counsel

Applicant: E & T LLC
55 Henshaw Street
Boston, MA 02135

with a copy to: Jared Eigerman, Esq.
Dalton & Finegold, LLC
34 Essex Street
Andover, MA 01810

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

5. Authority Approval. Whenever the consent or approval of the Authority is required hereunder, under the Development Review Guidelines, or otherwise in connection with the development of the Project or on the Site, such consent or approval

shall not be unreasonably withheld, delayed, or conditioned, 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 Authority or shall be done and performed to the Authority's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice shall be used in determining the adequacy and sufficiency of the Applicant's performance.

Any request for approvals made to the Authority by the Applicant where such approvals shall be deemed granted after a period of non-reply by the Authority 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
TO RESPOND WITHIN _____ BUSINESS DAYS SHALL RESULT
IN AN AUTOMATIC APPROVAL."

6. Certificate of Status of Agreement. The Authority shall, within twenty (20) business days after a written request therefor by the Applicant or any mortgagee of the Project or Site or any portion thereof, provide a certificate in writing (an "Estoppel Certificate"), 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 that the requesting party may reasonably request of the Authority.

7. Authority of Director of Authority. As noted previously herein, the Authority has authorized the Director of the Authority to take any action hereunder or in connection with the Project on behalf of the Authority (including, without limitation, the granting of consents or approvals and the execution and delivery of certificates and agreements hereunder or under the Development Review Guidelines including without limitation the issuance of a Certification of Compliance pursuant to Article 80 of the Code), and any action so taken shall be binding upon the Authority. This paragraph notwithstanding no Certificate of Completion will issue without further Board approval.

8. Severability. 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, or the application of such terms to 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.

9. Governing Law; Integrated Agreement. This Agreement, which sets forth the entire agreement between the parties, shall be governed and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

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

11. 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.

12. 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.

13. 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.

14. Enforcement. It is the intention of the parties that the provisions of this Agreement may be enforced only by the parties hereto, 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.

*[The remainder of this page is intentionally blank;
signatures follow]*

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.

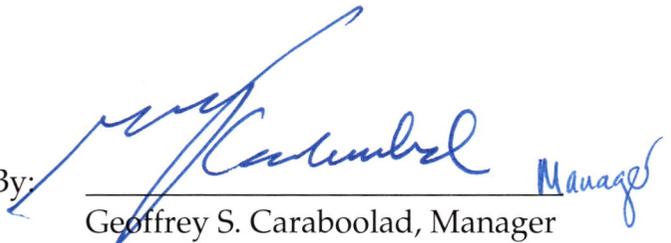
"AUTHORITY"

BOSTON REDEVELOPMENT
AUTHORITY

By: 
Brian P. Golden, Director

"APPLICANT"

E&T LLC

By:  Manager
Geoffrey S. Caraboolad, Manager

Approved as to Form:

By: 
 E. Renee LeFevre, General Counsel

Exhibits:

- Exhibit A: Site Description
- Exhibit B: Determination Waiving Further Review

Exhibit A

Site Description

[inserted behind]

LEGAL DESCRIPTION

PARCEL ONE: (41 WEST 3RD STREET)

THE LAND IN BOSTON, MASSACHUSETTS, WITH THE BUILDINGS THEREON SITUATED ON WEST THIRD STREET AND ATHENS STREET IN THAT PART OF BOSTON CALLED SOUTH BOSTON, AND BOUNDED AND DESCRIBED AS FOLLOW :

NORTHEASTERLY ON WEST THIRD STREET AS SHOWN ON THE PLAN HEREINAFTER REFERRED TO, 192.42 FEET;

SOUTHEASTERLY BY LAND NOW OR FORMERLY OF CATHERINE A. O'BRIEN ET AL, AS SHOWN ON SAID PLAN, 90.50 FEET;

NORTHEASTERLY BY LAND NOW OR FORMERLY OF CATHERINE A. O'BRIEN AND NOW OR FORMERLY OF TIMOTHY CROWLEY, AS SHOWN ON SAID PLAN, 48 FEET;

SOUTHEASTERLY BY LAND NOW OR FORMERLY OF NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY AS SHOWN ON SAID PLAN, 55 FEET;

SOUTHWESTERLY ON ATHENS STREET, 216 FEET;

NORTHWESTERLY BY LAND NOW OR FORMERLY OF MICHAEL MCDERMOTT, AS SHOWN ON SAID PLAN, 55 FEET;

SOUTHWESTERLY BY LAND NOW OR FORMERLY OF MICHAEL MCDERMOTT, AS SHOWN ON SAID PLAN, 24.17 FEET;

NORTHWESTERLY BY LAND NOW OR FORMERLY OF ELLEN O'MARA AND MICHAEL FOLEY, AS SHOWN ON SAID PLAN, 90.50 FEET;

THE PREMISES ARE SHOWN ON A PLAN BY SCHEIN AND LEVINE DATED OCTOBER 1, 1927 RECORDED WITH SUFFOLK DEEDS, BOOK 4947, PAGE 545, AND CONTAIN 29,274.8 SQUARE FEET OF LAND ACCORDING TO SAID PLAN.

ALSO, EIGHT PARCELS OF VACANT LAND IN THAT PART OF BOSTON, COUNTY OF SUFFOLK AND COMMONWEALTH OF MASSACHUSETTS KNOWN AS SOUTH BOSTON, AS SHOWN ON A PLAN OF THE CITY OF BOSTON ASSESSORS' OFFICE OF PART OF WARD SIX AND BEING IN BLOCK 14 OF SAID PLAN.

- (1) 1,000 SQUARE FEET (A STREET)
- (2) 1,504 SQUARE FEET (WEST THIRD STREET)
- (3) 1,504 SQUARE FEET (WEST THIRD STREET)
- (4) 2,534 SQUARE FEET (WEST THIRD STREET)
- (5) 1,320 SQUARE FEET (ATHENS STREET)
- (6) 735 SQUARE FEET (A STREET)
- (7) 1,735 SQUARE FEET (A STREET)
- (8) 1,063 SQUARE FEET (A STREET)

ALSO, A PARCEL OF LAND IN THAT PART OF BOSTON, SUFFOLK COUNTY, COMMONWEALTH OF MASSACHUSETTS KNOWN AS SOUTH BOSTON CONVEYED TO WEST THIRD STREET GARAGE, INC. BY THE CITY OF BOSTON BY DEED RECORDED IN SUFFOLK DEEDS ON JUNE 6, 1946, IN BOOK 6230, PAGE 633.

SAID PARCEL IS SHOWN ON THE ABOVE MENTIONED PLAN OF THE CITY OF BOSTON ASSESSORS' OFFICE AS CONTAINING 2,172 SQUARE FEET AND BEING ON WEST THIRD STREET.

ALL OF THE ABOVE DESCRIBED PREMISES ARE SHOWN ON A PLAN ENTITLED "PLAN OF LAND BOSTON (SOUTH BOSTON) MASS.", DATED SEPTEMBER 24, 1965, BY ROBERT H. DUNNING, SURVEYOR, DULY RECORDED WITH SAID DEEDS, BOOK 7986, PAGE 537.

PARCEL TWO: (68 ATHENS ST)

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON SITUATED IN THAT PART OF SAID BOSTON CALLED SOUTH BOSTON, AND BOUNDED AND DESCRIBED AS FOLLOWS:

SOUTHWESTERLY BY ATHENA STREET THIRTY (30) FEET;
SOUTHWESTERLY BY LAND OR FORMERLY OF ONE MCDERMOTT, TWENTY-FIVE (25) FEET;
NORTHEASTERLY BY LAND NOW OR FORMERLY OF MILLIGAN, THIRTY (30) FEET; AND
NORTHWESTERLY BY LAND NOW OR FORMERLY MURTAGH, TWENTY-FIVE (25) FEET.

THE NORTHWESTERLY BOUNDARY LINE OF THE PARCEL HEREBY CONVEYED IS PARALLEL TO AND DISTANT FORTYTWO FEET, OR ABOUT FORTY-TWO FEET SOUTHEASTERLY FROM A STREET, AND THE HOUSE ON SAID PARCEL IS NUMBERED SIXTY-EIGHT.

BEING THE SAME PREMISES SHOWN ON A PLAN BY N.J. HOLLAND, C.E., DATED OCTOBER 16, 1915, AND RECORDED WITH SUFFOLK DEEDS WITH A DEED FROM MARY E. JORDON TO PAULINE L. HUTCHINS UNDER THE NAME OF PAULINE L. DAVIS, OCTOBER 22, 1915, AND RECORDED WITH SAID DEEDS, LIBRO 3914, PAGE 272.

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Exhibit B

Determination Waiving Further Review

[inserted behind]

August 3, 2015

SSI West Third Boston LLC, an affiliate of
Spaulding & Slye Investments
One Post Office Square, 28TH Floor
Boston, MA 02109
ATTN: Daniel St. Clair

Re: Scoping Determination Waiving Further Review
45 West Third Street Project
45 West Third Street, South Boston, Boston

Dear Mr. St. Clair:

Please be advised that on July 16, 2015 the Boston Redevelopment Authority ("BRA") Board voted its authorization for the Director to issue a Scoping Determination under Section 80B-5.3(d) of the Boston Zoning Code (the "Code") which (i) finds that the Project Notification Form, submitted on February 14, 2014 ("PNF") adequately describes the potential impacts arising from the proposed 45 West Third Street project, located in the South Boston neighborhood of Boston (the "Proposed Project"), and provides sufficient mitigation measures to minimize these impacts; and (ii) waives further review of the Proposed Project under subsections 4 and 5 of Section 80B-5 of the Code, subject to continuing design review by the BRA.

The Project is being proposed by SSI West Third Boston LLC, an affiliate of Spaulding & Slye Investments (the "Proponent"). The Proponent is proposing to construct an approximately 132,850 square foot building including up to 105 residential condominium units and approximately 3,400 square feet of ground floor commercial space (the "Proposed Project"). The Proposed Project contains approximately 109 partially below grade parking spaces.

Pursuant to the July 16, 2015 vote by the BRA, I hereby issue to you this Scoping Determination waiving further review under Section 80B-5.3(d) of the Code in connection with the Proposed Project which (i) finds that the PNF adequately describes the potential impacts arising from the Proposed Project and provides sufficient mitigation measures to minimize the impacts; and (ii) waives the requirement of further review of the Proposed Project under subsections 4 and 5 of Section 80B-5 of the Code, subject to continuing design review by the BRA.

This Scoping Determination waiving further review shall not become final until nineteen (19) days after the date hereof. I hereby invite the public to comment on the conditions the BRA requires in this Scoping Determination for the mitigation of the Proposed Project's impacts. Such comments must be submitted in writing to the BRA within fourteen (14) days hereof and must be based on significant new information not submitted during the public comment period or scoping session required by Section 80B-5.3(b) and (c) of the Code. The BRA shall consider any comments received and may modify this Scoping Determination to add, delete, or modify the conditions set forth therein, provided that any such changes shall be made no later than the date on which the Scoping Determination becomes final.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Polhemus', with a long horizontal flourish extending to the right.

Teresa Polhemus
Acting Director