

COOPERATION AGREEMENT

FOR

GE HEADQUARTERS CAMPUS PROJECT

This COOPERATION AGREEMENT (this “Agreement”) is made as of the ____ day of February, 2017 between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate created and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, acting in its capacity as the planning board for the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended, doing business as the Boston Planning & Development Agency, and having a principal place of business at One City Hall Square, Boston, Massachusetts 02201-1007 (hereinafter the “BPDA”) and GENERAL ELECTRIC COMPANY, a New York corporation with an address at 33-41 Farnsworth Street, Boston, Massachusetts 02210 and its successors and assigns (hereinafter the “Applicant”). The BPDA and the Applicant, collectively, are sometimes referred to herein as the “Parties” and each individually, as a “Party.”

RECITALS

WHEREAS, the Applicant has acquired an approximately 45,124 square foot parcel of land in the Fort Point Channel neighborhood of South Boston (the “HQ Land”) and has leased from an affiliate of the Massachusetts Development Finance Agency (“MassDevelopment”), two former Boston Wharf Company historic warehouse structures located adjacent to the HQ Land and formerly known as 5 Necco Court and 6 Necco Court (the “Brick Buildings”), as well as approximately 42,129 square feet of land that will be redeveloped for public open space use (the “Open Space Parcel” and together with the Brick Buildings, the “MassDevelopment Property”), as well as additional private open space on the HQ Land that will be open to the public; and

WHEREAS, the Open Space Parcel, the Brick Buildings and the HQ Land are shown on the subdivision plan attached hereto as Exhibit A; and

WHEREAS, the Applicant will construct on the HQ Land, an approximately 293,300 square foot (s.f.), twelve-story headquarters building to contain primarily office and research and development uses, as well as ground floor café, museum, and other uses (the “HQ Building” and together with the HQ Land, the “HQ Project”); and

WHEREAS, the Applicant will rehabilitate the Brick Buildings to create one building of approximately 95,400 s.f. in size, including a multi-floor glass enclosure connecting them and a rooftop garden and rooftop additions. The use of the combined building will primarily be for office and research and development purposes, with ground floor restaurant, educational and other uses; and

WHEREAS, the Open Space Parcel will be redeveloped by the Applicant with landscaping and related site improvements, including the reconstruction and widening of the existing City of Boston Harborwalk along the Fort Point Channel; and

WHEREAS, the HQ Project and the aforesaid rehabilitation of the Brick Buildings, together with the related construction of landscape improvements on the Open Space Parcel constitute the “Project” and each of the HQ Project and the Brick Buildings rehabilitation work comprises a “Project Component”; and

WHEREAS, in accordance with the requirements of Article 80B of the Boston Zoning Code, as amended (the “Code”), GE and MassDevelopment submitted an Expanded Project Notification Form (“EPNF”) for the Project to the BPDA on August 1, 2016, notice of which was published on August 2, 2016 in the Boston Herald; and

WHEREAS, in order to facilitate the development of the Project, on August 10, 2016, GE and MassDevelopment filed a “Third Amendment to Master Plan for Planned Development Area No. 69 (South Boston/The 100 Acres)”, as well as a “Development Plan for the General Electric Company Headquarters Campus, South Boston, Massachusetts pursuant to the Master Plan for Planned Development Area No. 69” (together, the “PDA Documents”) pursuant to the provisions of Section 80C and Section 3-1A of the Code, notice of which was published in the Boston Herald on August 10, 2016; and

WHEREAS, on November 1, 2016, the BPDA convened a duly noticed public hearing to consider the Project, the EPNF and the PDA Documents and voted, *inter alia*, (i) to authorize the issuance of a Scoping Determination waiving further review for the Project pursuant to Section 80B-5.3(d) of the Code, subject to completion of the Article 80 Large Project Review process, (ii) to 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 the Article 80 Large Project Review process, (iii) to issue one or more Certifications of Consistency or Partial Certifications of Consistency for the Project pursuant to Section 80C-8 of the Code, upon successful completion of the Article 80 Large Project Review process, (v) to approve the Project as a Development Impact Project pursuant to Section 80B-7 of the Code, and (vi) to approve the PDA Documents and petition the City of Boston Zoning Commission (“Zoning Commission”) to approve the same; and

WHEREAS, the PDA Documents were approved by the Zoning Commission at a duly noticed public hearing on November 16, 2016, and such documents were made effective on November 18, 2016; and

WHEREAS, on November 4, 2016, the BPDA issued a Scoping Determination waiving further review for the Project, a copy of which is attached hereto as Exhibit B (the “Scoping Determination”); and

WHEREAS, the EPNF contained schematic plans for the Project which were submitted to the Boston Civic Design Commission (“BCDC”) for its review; and

WHEREAS, on October 4, 2016, the BCDC voted to recommend design approval for the Project; and

WHEREAS, the rehabilitation of the Brick Buildings was subject to the review of the Fort Point Channel Landmark District Commission (“FPCLDC”), and by letters dated October 18, 2016 and November 25, 2016, the FPCLDC approved the rehabilitation of the Brick Buildings as proposed by the Applicant; and

WHEREAS, the Applicant and the BPDA have entered into this Agreement for the purposes of: (1) setting forth the mitigation measures and other public benefits which the Applicant has agreed to provide in connection with the construction and occupancy of the Project; and (2) ensuring compliance of the Project with the development review 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 agree as follows:

A. **ZONING APPROVAL, PLANNING AND DESIGN CONSISTENCY, AND DEVELOPMENT REVIEW**

1. The Applicant and the BPDA hereby acknowledge that the BPDA issued the Scoping Determination on November 4, 2016 and that such Scoping Determination serves as the Final Adequacy Determination for the Project for all purposes under Article 80B of the Code.

The Applicant shall proceed with planning and design for the Project in a manner that is consistent with the development concept and land uses contemplated in the PDA Documents and the EPNF as approved by the BPDA.

2. The design review process to be observed by the Parties for the Project shall be as set forth in the BPDA's "Development Review Guidelines, dated 2006" which are available on the BPDA website (the "Development Review Guidelines"), and Article 80 of the Code.

Capitalized terms used and not defined in this Agreement shall have the meanings ascribed to them in the Development Review Guidelines.

3. Following approval of the design of the Project by the BPDA, the Applicant shall not make any material modifications to the design of the exterior of the Project nor to any public lobbies which are visible from the exterior until such modifications have been approved by the BPDA. Such changes shall be processed in the manner provided in Section A.4 below.

4. Throughout the construction of the Project, it is the Applicant's responsibility to notify the BPDA of proposed changes to all exterior elements of the Project, open spaces, landscaping and any public lobbies that are visible from the exterior of the Project, where the same constitute changes from 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 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 Section A.4 with reasonable dispatch, and shall approve or disapprove any request for such proposed Material Changes in writing within thirty (30) days of its submission to the BPDA. If the BPDA disapproves any such Material Changes, its disapproval shall include a detailed written explanation therefor. If the Applicant

receives no notification from the BPDA of disapproval within thirty (30) days after the submission of any such proposed Material Changes to the BPDA, such Material Changes shall be deemed approved; provided, however, that any written request for approval of a Material Change shall be made in conformance with the provisions of Section D.5 of this Agreement.

5. Construction Wrap. 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. Transportation. Prior to obtaining a building permit for the Project, the Applicant shall enter into a Transportation Access Plan Agreement for the Project (the "TAPA") with the City of Boston Transportation Department ("BTD") reasonably satisfactory in form and substance to BTD and the Applicant. The TAPA shall address monitoring mechanisms and mitigation measures to address any negative transportation impacts which may be created by the construction and/or operation of the Project, as well as the Applicant's membership in the Seaport Transportation Management Association and its commitment to work with other South Boston major employers with respect to certain traffic issues such as the consolidation of existing employer shuttle services. In the TAPA, the Applicant shall also agree to undertake ongoing transportation management demand efforts to minimize single occupant vehicle trips to the Project. For the purposes of this Agreement, a "building permit" shall not be deemed to include any permit for excavation and/or foundation work or any permit for the remediation or abatement of lead paint and other environmental conditions. Upon execution of the TAPA, the Applicant shall submit to the BPDA a true, complete and correct copy of the fully-executed TAPA.

2. Construction Impacts. Prior to obtaining a building permit for either Project Component, the Applicant shall submit to the BTDA a Construction Management Plan (“CMP”) for such Project Component in accordance with the City of Boston’s Construction Management Program. Each such CMP shall identify construction parking and traffic impacts and specific mitigation measures to be implemented during the construction of such Project Component. Such measures may include limitations on the hours of construction and designated construction traffic routes. Upon the BTDA’s approval of each CMP, the Applicant shall submit to the BPDA a true, complete and correct copy of such CMP.

3. Construction Employment. Contemporaneously herewith, the Applicant is executing and delivering to the BPDA a Boston Residents Construction Employment Plan (“Employment Plan”) for each of the HQ Project and the Brick Buildings Project Component, consistent with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983, as extended by 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 Plans set forth in detail the Applicant’s plan to ensure that its construction manager for each of such Project Components and those engaged by said construction manager(s) use Best Efforts (as defined in Chapter 12 of the Ordinances of 1986, as amended) on a craft-by-craft basis, 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 residents of the City of Boston;
- (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.

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

4. Green Building. The Project will be certifiable under the U.S. Green Building Council’s Leadership in Energy and Environmental Design (“LEED”) green building rating system, as required by Article 37 (Green Buildings) of the Code.

5. Development Impact Project Agreement. On November 15, 2016 the Applicant and the BPDA entered into a Development Impact Project Agreement with respect to the Project (“DIP Agreement”) pursuant to which the Applicant committed to (i) making Housing Exaction payments based upon a rate of \$8.34 per square foot of gross floor area devoted to DIP Uses (“DIP Gross Floor Area”) for the Project in excess of the 100,000 square foot exemption set forth in Section 80B-7.4(a)(i) of the Code, calculated at approximately 288,700 square feet based on current plans for the Project (*i.e.*, 388,700 s.f. less 100,000 s.f. = 288,700 s.f. subject to Housing Exactions), subject to recalculation and adjustment as provided for in the DIP Agreement, and (ii) making Jobs Exaction payments to the Neighborhood Jobs Trust based on a rate of \$1.67 per DIP Gross Floor Area for the Project in excess of the 100,000 square foot exemption set forth in Section 80B-7.4(a)(i) of the Code calculated at approximately 288,700 square feet based on current plans for the Project (*i.e.*, 388,700 s.f. less 100,000 s.f. = 288,700 s.f. subject to Jobs Exactions), subject to recalculation and adjustment as provided for in the DIP Agreement.

6. Binford Street Intersection Analysis. The Applicant has agreed to fund an analysis of the intersection of A and Binford Streets, which analysis shall include a review of crosswalks within 500 feet of this intersection. The scope of this analysis shall be subject to the

review and comment of the Boston Transportation Department (“BTD”), and the Applicant shall provide a copy of this study to both BTD and the BPDA.

7. Climate Change/Resiliency. Since the Project Site is located adjacent to the Fort Point Channel, the Applicant will use design strategies for the Project that anticipate the effects of climate change, including sea-level rise. The elevations of the first floors of the Proposed Project will be set to at least +19.5, which would provide protection against a 500-year storm event in 2075, critical mechanical and life safety/standby emergency building systems will be placed above vulnerable elevations, and the stormwater infrastructure will be designed to manage inland flooding through the use of adaptive landscaping that will be resilient against flooding and saltwater intrusion.

8. Harborwalk and Public Realm Improvements. The Project will include a new pedestrian walkway from Necco Street to the City’s Harborwalk via “GE Plaza,” an open walkway between the HQ Building and the Brick Buildings which will be maintained by the Applicant and made available for public use (subject to reasonable rules and regulations that may be promulgated by the Applicant). The Applicant will install appropriate infrastructure (including water and electrical connections) within the new public open space areas to accommodate art installations and public events. As part of the Project, the Applicant will undertake the buildout of portions of former Parcels HW3 and FT1 in the 100 Acres Master Plan area as public open space. The new public open space will also include former Parcel G-1, which had originally been designated as a development parcel. The Applicant will endeavor to design the new open space south of the HQ Building to be consistent with the forthcoming design plans for Fort Point Park, which will be the subject of a BPDA-led planning and design effort with the community to commence in 2017.

9. Necco Court Bridge. The Applicant has reached an agreement in principle with an abutting property owner holding a restrictive covenant which requires the demolition of the historic Necco Court Bridge in connection with any substantial rehabilitation of the 6 Necco Court building. That agreement would allow this bridge to be rehabilitated and become part of the Project. The Applicant is currently undertaking additional engineering studies of the Necco Court Bridge, and any such rehabilitation will be subject to future approvals of the Fort Point Channel Landmark District Commission and the Massachusetts Historical Commission, and predicated upon the execution of a legally binding agreement between the Applicant and the abutting property owner.

10. Boston Employment and Career Assistance. The Applicant agrees to meet with the City's Office of Workforce Development to discuss procedures by which certain job openings at the Project can be made known to Boston residents through the City's employment centers, and agrees to encourage its tenants at the Project to do the same.

11. Additional Commitments. In addition to the mitigation and community benefits outlined in this Section B, the Applicant has made significant other commitments to the Boston community, including a \$50,000,000 commitment over the next five years allocated \$25,000,000 to the Boston Public Schools, \$10,000,000 to building out a diverse workforce population, and \$15,000,000 for developing the next generation of health care workers and increasing training for specialty care. The Applicant has also launched a global high school internship program which in Boston, will be operated in concert with the Boston Private Industry Council, and the Applicant will operate a "Brilliant Career Lab" at the Project in partnership with the Boston Public Schools to support science, technology, and engineering (STEM)-related career paths for

Boston public high school students. The Brilliant Career Lab will be located at the Brick Buildings.

C. PROJECT COMPLETION

1. Development Period. As of the date hereof, the Applicant anticipates that the development of the Project will commence by March 1, 2017 with the rehabilitation of the Brick Buildings, and be completed by the end of the second quarter of 2019 with the opening of the HQ Building and completion of the planned landscape improvements.

2. Abandonment of Project. If in the future, the Applicant shall decide not to proceed with the whole or any portion of the Project, then in such case and after substantiation by the Applicant deemed reasonably adequate by the BPDA of the Applicant's reasons for not proceeding with the Project (or any portion thereof), then the BPDA shall cooperate with the Applicant to modify, alter, or amend its previous approvals of the Project and this Agreement in order to allow the Applicant the opportunity to reasonably develop the Project Site.

3. BPDA Cooperation. The BPDA will informally advise the Applicant concerning, and will actively cooperate with and publicly support, at no cost to the BPDA, the Applicant's efforts to obtain from the appropriate municipal, state and federal bodies and agencies, all such permits, licenses and approvals and exceptions, variances, special orders and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes which may be necessary 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, at no cost to the BPDA, to obtain approvals for any reconfiguration of the Project, if any, required by other permit-granting agencies and authorities and approved by the BPDA, which approval shall not be unreasonably delayed, withheld, or conditioned.

4. Certificate of Completion. The Project (or any Project Component) shall be deemed completed when the construction of the Project(or any Project Component) has been substantially completed in accordance with the applicable Contract Documents approved by the BPDA pursuant to the Development Review Guidelines and is ready for occupancy, except for any interior work to be performed to tenant specifications and landscape improvements which for climatic reasons, are not yet completed.

The BPDA shall, within forty (40) days after receipt of the Applicant's written request therefor: (a) issue a Certificate of Completion for the Project as so requested (or the Project Component, if applicable), or (b) provide written notice to the Applicant that the BPDA has determined that the Project (or such Project Component) has not been completed in accordance with the Contract Documents approved by the BPDA. Such Certificate shall be conclusive evidence that the construction of the Project (or such Project Component) has been completed in accordance with the EPNF, the Scoping Determination, the Contract Documents approved by the BPDA, the PDA Documents, and this Agreement. If requested by the Applicant, such Certificate shall be in a form suitable for recording in the Registry.

If the BPDA has determined that the Project(or Project Component, as applicable) has not been completed in accordance with the approved Contract Documents and that the requested Certificate of Completion cannot be issued, the BPDA shall, within such forty day (40) period, provide the Applicant with a written statement indicating with specificity (i) in what respect(s) the Applicant has failed to complete the Project(or Project Component, as applicable) as required herein or is otherwise in default of its construction obligations to the BPDA; and (ii) what measures or actions will be necessary for the Applicant to undertake or perform in order to comply with the Contract Documents approved by the BPDA and obtain the requested

Certificate of Completion. Upon compliance by the Applicant with the requirements specified in such statement with respect to the Project (or Project Component, as applicable), the BPDA shall issue a Certificate of Completion to the Applicant. Notwithstanding anything to the contrary set forth in this Agreement, the BPDA shall have no obligation to issue a Certificate of Completion if there is any outstanding material default under this Agreement and the BPDA has provided notice thereof to the Applicant.

D. GENERAL PROVISIONS

1. Binding Agreement. This Agreement is binding upon and enforceable against, and inures to the benefit of, the Parties hereto and their successors and assigns (including, without limitation, (i) any affiliate the Applicant may establish to undertake the Project or any Project Component, and (ii) any successor owner or owners of the improvements on the Project Site, but excluding mortgagees and leasehold mortgagees of any portion of the Project Site or those claiming through such mortgagees unless said mortgagee obtains title to the Project Site and proceeds with the development of the Project (or any Project Component). Notwithstanding the foregoing, MassDevelopment shall not have any liability under this Agreement.

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

- (a) at the time of such transfer or assignment, the Applicant is not then in 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 Applicant (unless notwithstanding a transfer or assignment of Applicant's rights and interest hereunder, such covenants and agreements are to remain those of Applicant); and
- (c) Applicant shall deliver to the BPDA prior to or 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.

Notwithstanding the foregoing, the provisions of this Section D.2 shall not be applicable to the following: (i) the assignment of this Agreement to an entity created by the Applicant to undertake the Project or any Project Component (provided that such successor entity agrees to assume all or an applicable portion of the Applicant's obligations hereunder and the Applicant provides a copy of such assignment and assumption instrument to the BPDA promptly after the execution thereof); (ii) any pledge, financing, or refinancing of all or any portion of the Project or the Applicant's interest therein; or (iii) the creation of one or more condominium regimes at the Project Site.

3. Liability. The liability of the Applicant or its successors or assigns (including, without limitation, mortgagees or leasehold mortgagees) arising under this Agreement shall be limited solely to the interest of the Applicant in the Project and the Project Site, and no officer, director, shareholder, employee or agent of the Applicant, or of their respective 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 such person or entity be answerable or liable hereunder in any equitable proceeding or order beyond the extent of its interest in the Project and the Project Site. No holder of a mortgage or a leasehold mortgage on any portion of the Project or the Project Site, as the case may be, 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 Applicant's interest in the Project or Project Site by foreclosure or assignment in lieu of foreclosure, and if the Project has not yet been constructed, pursues the completion of such project in accordance with the provisions of this Agreement. The Applicant shall be liable

hereunder only for matters occurring or claims arising during its ownership of an interest in the Project Site or either Project Component.

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 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, MA 02201-1007
Attention: Director

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

Applicant: General Electric Company
33-41 Farnsworth Street
Boston, MA 02210
Attention: Peter Cavanaugh

with copies to: General Electric Company
801 Main Avenue
Norwalk, CT 06851
Attention: Joshua R. Hill, Esq.

and

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
Attention: Rebecca A. Lee, Esq.

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

5. BPDA Approval. Whenever the consent or approval of the BPDA is required hereunder, under the Development Review Guidelines, 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 approvals made to the BPDA by the Applicant where such approvals shall be deemed 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 BOSTON REDEVELOPMENT BPDA. THE FAILURE
TO RESPOND WITHIN [BUSINESS] DAYS SHALL RESULT
IN AN AUTOMATIC APPROVAL.”**

6. Certificate of Status of Agreement. The BPDA shall, within fifteen (15) Business Days after a written request therefor by the Applicant or any mortgage or leasehold mortgagee of the Applicant's interest in the Project Site or any portion thereof, or any other party providing financing for the Project or any Project Component, provide a certificate in writing, as requested or 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, the Project Site, any Project Component or this Agreement which the requesting party may reasonably request of the BPDA.

7. Authority of Director of BPDA. The BPDA has authorized the 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 Guidelines and the issuance of one or more Certifications of Compliance and Consistency pursuant to Article 80 of the Code), except for a Certificate of Completion pursuant to Section C.4 hereof, and any action so taken shall be binding upon the BPDA and its successors and assigns.

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. This Agreement 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 provision 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.

13. Execution in Counterparts/Multiple Originals. This Agreement may be executed in counterparts. Both 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, 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.

15. Recitals. The recitals set forth on pages 1-4 hereof are incorporated herein by reference, as if fully re-stated herein.

16. Construction of the Project. The Applicant shall have no liability hereunder unless and until it undertakes construction of the Project or any Project Component, as evidenced by the issuance of a building permit therefor.

[Signatures on next page]

[Signature page to Cooperation Agreement]

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

Approved as to Form:

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

Name: _____
Office of the General Counsel

By: _____
Brian P. Golden, Director

GENERAL ELECTRIC COMPANY

By: _____
Ann R. Klee
Vice President, Boston Development
and Operations

Exhibits:

Exhibit A: Subdivision Plan Showing Project Site
Exhibit B: Scoping Determination Waiving Further Review

EXHIBIT A

SUBDIVISION PLAN SHOWING PROJECT SITE

[See attached]

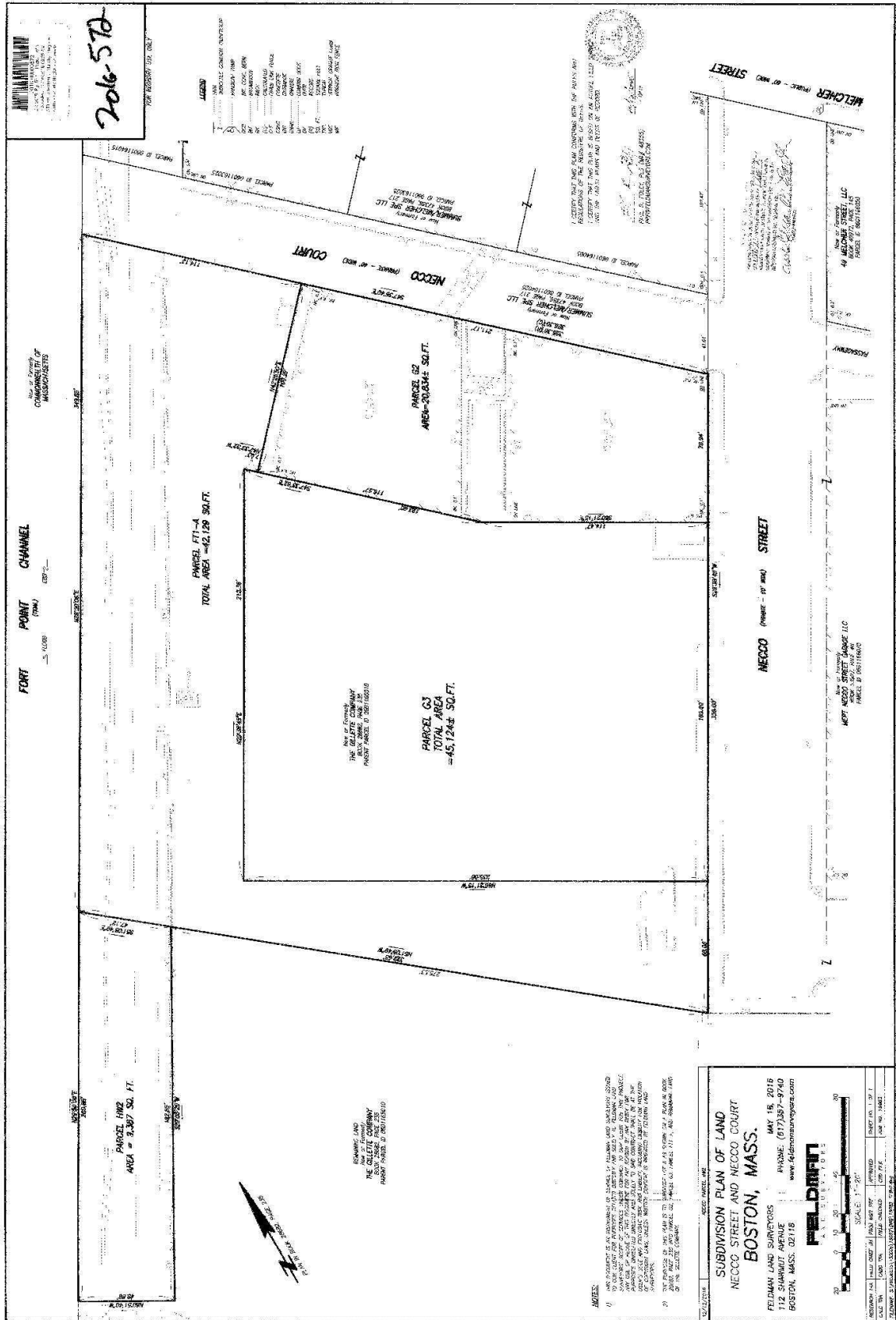


EXHIBIT B

SCOPING DETERMINATION WAIVING FURTHER REVIEW

[See attached]