

BOSTON REDEVELOPMENT AUTHORITY

September 26, 1991

DEVELOPMENT PLAN  
FOR PHASE 1 OF MASTER PLAN  
for  
PLANNED DEVELOPMENT AREA NO. 34

RUGGLES CENTER

Bounded by Ruggles Street, Tremont Street,  
Melnea Cass Boulevard and Land Owned by the  
Massachusetts Bay Transportation Authority

Development Plan: On June 29, 1989, the Boston Redevelopment Authority (the "Authority") approved a Master Plan and Development Impact Project Plan (the "Master Plan") and a Development Plan for Phase 1 of Master Plan (the "Original Development Plan") for the development of Southwest Corridor Parcel 18 in Roxbury ("Ruggles Center") pursuant to Section 3-1A of the Boston Zoning Code (the "Code"). The Master Plan and the Original Development Plan were approved by the Zoning Commission on September 11, 1989, and by the Mayor on September 13, 1989. The Original Development Plan is hereby revoked and this Development Plan (the "Development Plan") is approved in place thereof to reflect changed circumstances since the approval of the Original Development Plan.

In accordance with Section 3-1A and Article 50 of the Code, this Development Plan sets forth information on the development of the first phase of Ruggles Center ("Phase 1") including the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of Phase 1, the proposed dimensions of structures, the proposed densities, the proposed traffic circulation, parking and loading facilities, the proposed phasing of construction, access to public transportation and other major elements of Phase 1. This Development Plan represents a stage in the planning process for the improvement of Ruggles Center between the Master Plan stage and the stage at which final plans and specifications for Phase 1 (the "Phase 1 Final Plans and Specifications") are submitted to the Authority pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Development Plan. This Development Plan consists of seven (7) pages of text and tables plus attachments designated Exhibits A through H. All references to this Development Plan contained herein shall pertain only to such seven (7) pages and attachments. Exhibits A through H are subject to final design and other development review by the Authority in accordance with the Authority's Development Review Procedures dated

1985, revised 1986 (the "Development Review Procedures") and by other governmental agencies and authorities. Any references or depictions in the Exhibits of buildings or other improvements not included in the development of Phase 1 are included in the Exhibits for illustrative purposes only.

Developer: The developer of Phase 1 is Ruggles Center Joint Venture, a Massachusetts general partnership, consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, its successors and assigns (the "Developer").

Architect: The architect for Phase 1 of Ruggles Center is Stull & Lee, Inc., with its offices located at 38 Chauncy Street, Boston, MA 02111.

Site: Phase 1 of Ruggles Center, containing approximately 5.10 acres, consists of the entire site subject to the Master Plan and is described in Exhibit A attached to this Development Plan (the "Site").

Proposed Location and Appearance of Structures: Phase 1 of Ruggles Center involves the construction and development of four (4) distinct elements of the Master Plan: an office/retail building, a free-standing parking garage, grade level parking, and a plaza.

An office/retail building of up to twelve (12) stories and not to exceed 242,000 square feet of gross floor area will be located along Tremont Street and adjacent to the eastern boundary of the Plaza (as defined below) and is designated as "Office Building" on the plan attached to this Development Plan as Exhibit B (the "Office Building"). The Office Building may be developed in two (2) component parts, a high-rise component (the "High-Rise") and a low-rise component (the "Low-Rise"). The High-Rise will consist of up to twelve (12) stories and the Low-Rise will consist of up to three (3) stories. An above-grade parking garage will be located along the northerly side of the Plaza (as defined below) and is designated "Garage" on the plan attached to this Development Plan as Exhibit B (the "Garage"). The Garage will contain parking on the ground level and up to nine (9) additional levels of parking (including a level of parking on the roof). The Garage will contain up to 940 parking spaces (and may be built in phases). Due to the technical definition of "grade", as defined in the Code and the slope of the Site, the first level of the Garage could be construed under the Code to be below grade. Prior to the construction of the Garage, the Garage site will remain fenced in and landscaped as at present. The remainder of the Site will consist of grade level parking and will accommodate up to 277 cars, with accommodations for up to seventy-six (76) cars on Parcel 18-1A located to the east of the Office Building and with

accommodations for up to 201 cars on Parcel 18-3A and Parcel 18-3B located to the west of the Office Building (the "Parking Lots"). The final locations and configurations of the Office Building, the Garage, and the Parking Lots are subject to final design and other development review by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities and shall generally conform to the site plan attached hereto as Exhibit B and the dimensional chart attached hereto as Exhibit C.

In keeping with the traditional building materials employed in Boston, the facades of the Office Building shall be constructed primarily of brick with pre-cast concrete detailing. The Office Building and the Garage shall have heights and gross floor areas which do not exceed those set forth in the dimensional chart attached hereto as Exhibit C or as such may be affected by changes to Phase 1 as a result of further design and other development review by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities. Except as otherwise specifically provided herein, all references herein to "height" and "gross floor area" refer to those terms as they are defined in the Code. The elevations attached to this Development Plan as Exhibit D illustrate the general appearance of the Office Building presently proposed for Phase 1. The plans attached to this Development Plan as Exhibit E illustrate the general appearance of the Garage presently proposed for Phase 1. The elevations for the Office Building and the plans for the Garage are subject to final design and other development review by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities.

Construction of the High-Rise is expected to begin in March of 1992 with the construction of the Plaza (as described below) and the Parking Lots to begin thereafter. Completion of the Office Building and Parking Lots is expected in the third quarter of 1993. Construction of the Low-Rise and the Garage will be deferred until subsequent stages of development (as described below).

Open Spaces and Landscaping: A plaza is designated on a plan attached to this Development Plan as Exhibit B (the "Plaza"). The Plaza will be the focal point of Ruggles Center for the pedestrians entering the Plaza from Ruggles Station, Tremont Street, Columbus Avenue, and Melnea Cass Boulevard. The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reshaped. New sidewalks of concrete paving and brick accent strips will form the perimeter of the Plaza. The Plaza, once constructed, will extend northerly from Tremont Street to the entrance of Ruggles Station and will continue easterly to the intersection of Columbus Avenue and Melnea Cass Boulevard. The ground plane of the Plaza will have metal tree grates, landscape features, lighting, and sturdy, decorative seating. Trees and shrubs will be used to soften, and make inviting, public pathways and gathering places.

With a series of retail uses and building lobbies opening onto the Plaza coupled with the Ruggles Station entrance, it is anticipated that the Plaza will become the hub of pedestrian activity. The Plaza will not only enhance Phase 1, but will also serve transit riders as well as the general public. The Plaza, including related roadways, sidewalks, the "kiss and ride turn-around", and parking islands, will be constructed by the Developer for the benefit of the general public under an appropriation of \$2.01mm from the City of Boston for the cost of designing and constructing the Plaza and the improvements thereto and in accordance with the provisions of the Sale and Construction Agreement for Ruggles Center, dated as of May 31, 1991, by and between the Authority and Ruggles Center Joint Venture (the "Sale Agreement").

The location of the Plaza is designated on the plan attached to this Development Plan as Exhibit F. The final location and configuration of the Plaza is subject to final design and other development review by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities.

All plans for Ruggles Center are subject to ongoing development review and approval by the Authority in accordance with the Development Review Procedures and by other governmental agencies and authorities.

Proposed Uses of Site: The proposed uses for the Site may include one or more of the uses set forth in the use chart attached hereto and incorporated herein as Exhibit G.

Proposed Dimensions of Structures: Exhibit C provides the proposed maximum dimensions of the Office Building and the Garage. The Site is located in the Roxbury Neighborhood District established by Article 50 of the Code. The Site is also located in the Greater Roxbury Economic Development Area established by Section 50-7 of the Code in which Planned Development Areas ("PDAs") are permitted, in the Tremont Street Boulevard Planning District, in the Melnea Cass Boulevard Planning District, and in the Columbus Avenue Boulevard Planning District. In a PDA located within the Greater Roxbury EDA, like the Site, relief from the requirements of the Code may be sought as exceptions pursuant to Article 6A of the Code. It is anticipated, however, that no zoning exceptions will be necessary for Phase 1, since, pursuant to Section 50-16.4, a proposed project, and the parcels or Lots and improvements thereon, which are the subject of a Development Plan shall be deemed to be in compliance with the provisions of Article 50 and the Code, so long as the same are consistent with the provisions of the approved Development Plan and other applicable provisions of the Code.

Proposed Densities: The Site is located in the Greater

Roxbury Economic Development Area within the Roxbury Neighborhood District. As an approved PDA within such District, Ruggles Center is permitted a maximum floor area ratio ("FAR") of 6.0. In addition, the Site is located in the South End Urban Renewal Project Area, the Campus High School Urban Renewal Project Area, and the Restricted Parking District. This Development Plan provides for an overall maximum FAR for the Site of 2.33 based upon a ratio of 519,000 square feet of gross floor area of proposed development, to the total land area included in the Site of approximately 222,295 square feet, or approximately 5.10 acres. Due to the technical definitions of "gross floor area", "floor area ratio", "lot", and "lot area" in the Code and the construction of the Plaza, including the "kiss and ride turn-around", related roadways and sidewalks, open space, and other public areas, the actual FAR of Phase 1 may be larger since such areas may be excluded from the area of the "lot" upon which the FAR is calculated pursuant to the Code. Furthermore, in the event that the Site is subdivided, the FAR for particular components of Phase 1, analyzed separately, may have a different FAR. Notwithstanding that, as a result of the creation of individual lots to accommodate the development of the individual buildings, the Plaza, and other improvements (such as roadways) included in Phase 1, the FAR for certain buildings within Phase 1 may exceed 6.0 in relation to the "lot" on which the individual building is located, Phase 1 and each building constructed as part of Phase 1 shall be in compliance with this Development Plan and the Code so long as the total development in Phase 1 does not exceed 519,000 square feet of gross floor area and an FAR of 2.4.

Proposed Traffic Circulation: The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reshaped to accommodate the Plaza and to maintain vehicular drop-off and pick-up in front of Ruggles Station. Within the portion of the Plaza which extends northerly from Tremont Street to the Ruggles Station entrance, a central landscaped oval will be constructed in order to separate northbound and southbound traffic in the Plaza and a second smaller island adjacent to Tremont Street will also be constructed to separate turn-around plaza traffic from westbound traffic entering from or exiting onto Tremont Street. Service and parking access for the Office Building, the Garage, and the Parking Lots will be off the Plaza. In addition, drop-offs and short-term parking for the retail uses will be provided as necessary. The Plaza, including related roadways, sidewalks, the "kiss and ride turn-around", and parking islands, will be constructed by the Developer for the benefit of the general public, under an appropriation of \$2.01mm from the City of Boston for the costs of designing and constructing the Plaza and the improvements thereof and in accordance with the provisions of the Sale Agreement.

Parking and Loading Facilities: Phase 1 will include grade level parking and an above-grade parking garage as set forth above.

In no event, however, will the total parking capacity of the Site exceed 1,040 cars as approved in the Master Plan. Three (3) loading bays will be provided.

Proposed Phasing of Construction: It is currently anticipated that Phase 1 will involve the construction of the Office Building, the Plaza, the Garage, the Parking Lots, and permanent landscaping on the completed portions of the Site. As a result of financing and market considerations, Phase 1 may be undertaken by the Developer in several subphases. The first subphase ("Subphase 1A") will consist of the construction of the High-Rise, the Plaza (under an appropriation of \$2.01mm from the City of Boston for the costs of designing and constructing the Plaza and improvements thereof and in accordance with the provisions of the Sale Agreement), and the Parking Lots. Subsequent subphases will consist of the construction of the Low-Rise, construction of the Garage, and permanent landscaping on the completed portions of the remainder of the Site. Furthermore, one or more of the High-Rise, the Low-Rise, the Garage, and the Parking Lots may be financed independently of the others and, therefore, the land on which one or more is located may need to be considered as a separate zoning lot, capable of being conveyed or mortgaged as such.

Access to Public Transportation: The Site is ideally situated for both local and regional public transit access. Phase 1 is expected to reinforce the directional movement on Tremont Street, Melnea Cass Boulevard, and Columbus Avenue and preserve existing bus patterns along Ruggles Street. Located immediately adjacent to Ruggles Station, the Site will be served by the Orange Line, the Commuter Rail and local bus routes. Travel time from the Ruggles Station to downtown Boston via the Orange Line is under ten (10) minutes.

Public Benefits: Ruggles Center is one of two sites in the Parcel-to-Parcel Linkage Program Project 1 (the "Program") being pursued by the City of Boston and the Commonwealth of Massachusetts. The Program encourages development in areas which might not otherwise attract development, encourages minority participation in real estate development and is designed to produce numerous benefits to the affected communities and the City of Boston.

The development of Phase 1 of Ruggles Center is critically important to the revitalization of the Southwest Corridor. The Office Building and the Plaza will visually and symbolically mark the commencement of this significant development. The development of Ruggles Center will (a) create new employment positions in businesses locating at Ruggles Center; (b) provide for entrepreneurial assistance measures as set forth in the Amended and Restated Cooperation Agreement for Planned Development Area No. 34 (the "Cooperation Agreement"), a copy of which is attached hereto as Exhibit H; and (c) provide for job opportunities to

facilitate community access to jobs created by the development of Ruggles Center. The specific public benefits to be derived from Phase 1 are set forth in the Cooperation Agreement.

Agreement Establishing Use and Dimensional Controls: The Sale Agreement and the Cooperation Agreement constitute an agreement with the Authority establishing use and dimensional controls as specified in the Development Plan in accordance with the provisions of Section 50-16.4 of the Code. Phase 1 shall be deemed to be in compliance with this Development Plan and the Code, if Phase 1 is consistent with the plans as approved by the Authority after final design and other development review in accordance with the Development Review Procedures.

EXHIBIT A .

SITE



## SITE

The tract of land in Boston, Suffolk County, Massachusetts, known as Ruggles Center, situated on the easterly side of Ruggles Street, northerly side of Tremont Street, westerly side of Melnea Cass Boulevard and the southerly side of the Massachusetts Bay Transportation Authority (MBTA) Ruggles Station, as shown on a plan entitled "Site Area Diagram" for the Ruggles Center redevelopment project by DMC Engineering, Inc., Framingham, Massachusetts and described as follows:

Begin at the point of curvature located on the edge of traveled way situated S46-20-24W and 16.13' from a stone bound at the northwesterly corner of the Right of Way intersection of said Melnea Cass Boulevard and said Tremont Street.

Thence Southerly along the edge of traveled way by a curve forming the junction of said Melnea Cass Boulevard and said Tremont Street, 31.75' to the point of a compound curvature.

Thence Southwesterly on a curve along the edge of traveled way of said Tremont Street, 159.49' to a point of tangency.

Thence S58-20-30W continuing along the edge of the traveled way by said Tremont Street 301.74' to a point of curvature.

Thence Southwesterly on a curve along the edge of traveled way of said Tremont Street 52.44' to a point of tangency.

Thence S55-54-24W continuing along the edge of traveled way by said Tremont Street 169.86' to a point of curvature.

Thence Northwesterly on a curve along the edge of traveled way forming the junction of said Tremont Street and said Ruggles Street 40.42' to a point of tangency.

Thence N31-26-43W along the edge of traveled way of the said Ruggles Street 187.25' to an angle point.

Thence N49-05-07E along the MBTA Southwest Corridor Parkland Easement 25.26' to a point of curvature at the Playground Easement.

Thence Northeasterly on a curve along the said Playground Easement 152.69' to a point of tangency.

Thence S77-48-07E along the said Playground Easement 16.00' to an angle point.

Thence N49-21-14E along the said Parkland Easement 45.15' to a point of curvature.

Thence Northeasterly on a curve along said Parkland Easement 119.16' to a point of tangency.

Thence N41-45-59E along the said Parkland Easement 3.76' to an angle point.

Thence N32-48-07W along a line, crossing the said Parkland Easement 22.82' to an angle point on the said Parkland Easement.

Thence N41-45-58E along the said Parkland Easement 131.06' to an angle point.

Thence N78-15-00W along the property line of Parcel 18-2, 25.47' to an angle point.

Thence N18-14-01W along the said property line of Parcel 18-2, 99.63' to an angle point.

Thence N41-45-58E along the said property line of Parcel 18-2, 159.55' to an angle point.

Thence N48-14-26W along the property line of Parcel 18-2 and along the extension of said Property Line 9.43' to an angle point on the edge of traveled way of the MBTA Bus Lane.

Thence N41-45-58E along the edge of traveled way of said MBTA Bus Lane 84.81' to a point of curvature.

Thence Northeasterly on a curve along the edge of traveled way of said MBTA Bus Lane 43.47' to a point of tangency.

Thence S88-25-22E along the edge of traveled way of said MBTA Bus Lane 15.44' to a point of curvature.

Thence Southeasterly on a curve along the edge of traveled way of said MBTA Bus Lane 26.00' to a point of tangency.

Thence S36-17-18E along the edge of the traveled way of said Melnea Cass Boulevard 94.54' to a point of curvature.

Thence Southeasterly on a curve along the edge of the traveled way of the said Melnea Cass Boulevard 12.06' to a point of tangency.

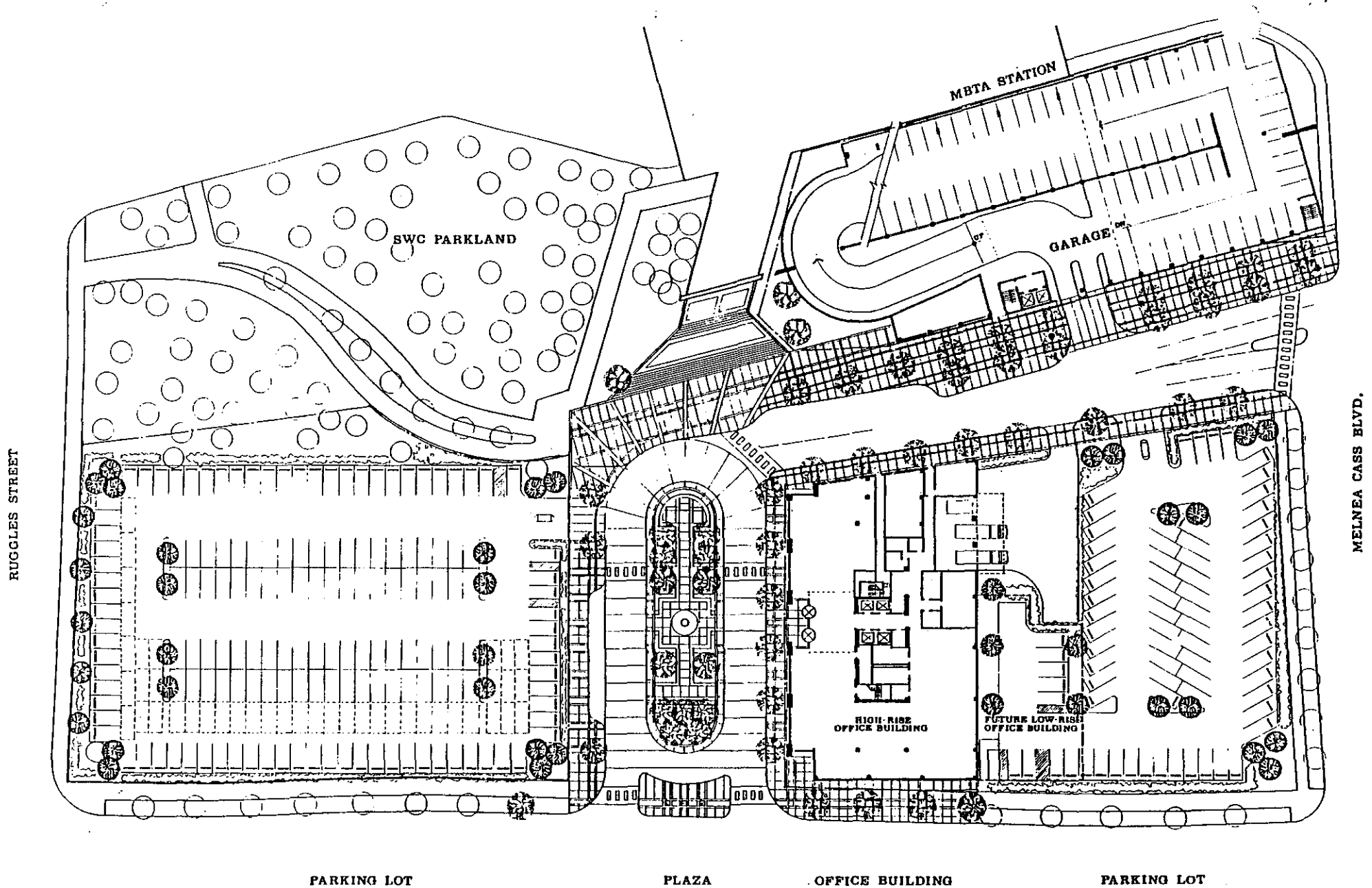
Thence S50-10-56W along the said Parkland Easement 18.48' to an angle point.

Thence S36-14-34E along the edge of traveled way on the southerly side of said Melnea Cass Boulevard 80.64' to an angle point.

Thence S36-17-12E along the edge of traveled way on the southerly side of said Melnea Cass Boulevard 215.82' to the point of the beginning.

The above described tract of land as shown on said plan by DMC Engineering, Inc. has a total area of 222,295.9 SF or 5.10 acres.

EXHIBIT B  
SITE PLAN PHASE 1



**SITE PLAN:  
PHASE I**

**RUGGLES CENTER**  
**METROPOLITAN/COLUMBIA PLAZA VENTURE**  
 STULL & LEE INC. ARCHITECTS AND PLANNERS

SEPTEMBER 1991



EXHIBIT C  
DIMENSIONAL CHART

DIMENSIONAL REQUIREMENTS  
FOR PHASE 1

1. Office Building

<u>Dimensional</u>	<u>Required Under Article 50</u>	<u>Provided for Office Building (Approximate)</u>
Minimum Lot Size	None	----
Minimum Lot Width	None	----
Floor Area Ratio <sup>A</sup>	6.0	1.1
Maximum Height	225'	178' <sup>B</sup>
Minimum Front Yard	None	----
Minimum Side Yard	None	----
Minimum Rear Yard	20'	0' <sup>C</sup>

---

A Floor Area Ratios and Building Heights in established Planned Development Areas in the Greater Roxbury EDA are governed by Section 50-14. The gross floor area of the proposed Office Building for FAR purposes is approximately 242,000 square feet. Phase 1 consists of 222,295 square feet of land (the "PDA Lot"). Notwithstanding that, as a result of the creation of individual "lots" as defined in the Code ("Sub-PDA Lots") to accommodate the development of the individual buildings, the Plaza, and other improvements (such as roadways) included in Phase 1, the FAR for certain buildings within the project may exceed 6.0 in relation to the Sub-PDA Lot on which they are located, Phase 1 and each building constructed as part of Phase 1 shall be in compliance with this Development Plan and the Code so long as the total development on the PDA Lot does not exceed 519,000 square feet of gross floor area and an FAR of 2.4.

The Sub-PDA Lots included in Phase 1 are located approximately as shown on the site plan attached to the Development Plan as Exhibit B. Certain Sub-PDA Lots set forth on Exhibit B may be reconfigured prior to the approval by the Authority of the Phase I Final Plans and Specifications which may affect the calculations set forth herein.

Subject to the foregoing:

- (a) The FAR for the Office Building is computed with respect to the PDA Lot as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{242,000}{222,295} = 1.1$$

- (b) The FAR for all proposed structures (that is, the Office Building and the Garage) is computed with respect to the PDA Lot as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{519,000}{222,295} = 2.4$$

- (c) The FAR for the Office Building is computed with respect to the Sub-PDA Lot for the Office Building as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Office Building Lot}} = \frac{242,000}{32,584} = 7.4$$

B The definition of "height" as defined in the Code provides that mechanical penthouses may be excluded when calculating height if the area of the penthouse does not exceed 33 1/3% of the roof area. Because the mechanical penthouse of the Office Building occupies approximately 33 1/3% of the roof area of the High-rise of the Office Building, the height of the Office Building has been calculated including the mechanical penthouse, pending approval of final plans and specifications at which time accurate calculations can be made.

C Based on the fact that the front yard of the Office Building faces the Plaza.

Note: All the figures set forth herein are approximate and are subject to change as a result of changes in the Office Building and the Garage made in accordance with final design and other development review by the Authority pursuant to the Development Review Procedures.



2. Garage

<u>Section</u>	<u>Required Under Office Article 50</u>	<u>Provided for Building (Approximate)</u>
Minimum Lot Size	None	----
Minimum Lot Width	None	----
Floor Area Ratio <sup>D</sup>	6.0	----
Maximum Height	225'	106' <sup>E</sup>
Minimum Front Yard	None	----
Minimum Side Yard	None	----
Minimum Rear Yard	20'	0' <sup>F</sup>

<sup>D</sup> Floor Area Ratios and Building Heights in established Planned Development Areas in the Greater Roxbury EDA are governed by Section 50-14. The gross floor area of the proposed Garage for FAR purposes is approximately 277,000 square feet. Phase 1 consists of 222,295 square feet of land (the PDA Lot). Notwithstanding that, as a result of the creation of individual "lots" as defined in the Code ("Sub-PDA Lots") to accommodate the development of the individual buildings, the Plaza, and other improvements (such as roadways) included in Phase 1, the FAR for certain buildings within the project may exceed 6.0 in relation to the Sub-PDA Lot on which they are located, Phase 1 and each building constructed as part of Phase 1 shall be in compliance with this Development Plan and the Code so long as the total development on the PDA Lot does not exceed 519,000 square feet of gross floor area and an FAR of 2.4.

The Sub-PDA Lots included in Phase 1 are located approximately as shown on the site plan attached to the Development Plan as Exhibit B. Certain Sub-PDA Lots set forth on Exhibit B may be reconfigured prior to the approval by the Authority of the Phase I Final Plans and Specifications which may affect the calculations set forth herein.

Subject to the foregoing:

- (a) The FAR for the Garage is computed with respect to the PDA Lot as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{277,000}{222,295} = 1.3$$

- (b) The FAR for all proposed structures (that is, the Office Building and the Garage) is computed with respect to the PDA Lot as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{519,000}{222,295} = 2.4$$

- (c) The FAR for the Garage is computed with respect to the Sub-PDA Lot for the Garage as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Garage Lot}} = \frac{277,000}{37,664} = 7.4$$

E The definition of "height" as defined in the Code provides that structures and penthouses normally built above the roof and not used or designed to be used for human occupancy may be excluded when calculating height. Because the Code does not define "human occupancy", the height of the Garage has been calculated including the structure housing the elevator shaft and elevator lobby, which elevator lobby provides access to the level of parking located on the roof of the Garage.

F Based on the fact that the front yard of the Garage faces the Columbus Avenue Extension.

Note: All the figures set forth herein are approximate and are subject to change as a result of changes to the Office Building and the Garage made in accordance with final design and other development review by the Authority pursuant to the Development Review Procedures.

EXHIBIT D  
PRELIMINARY OFFICE BUILDING PLANS

SITE PLAN

GROUND FLOOR PLAN

SECOND FLOOR PLAN

TYPICAL FLOOR PLAN

BUILDING SECTION

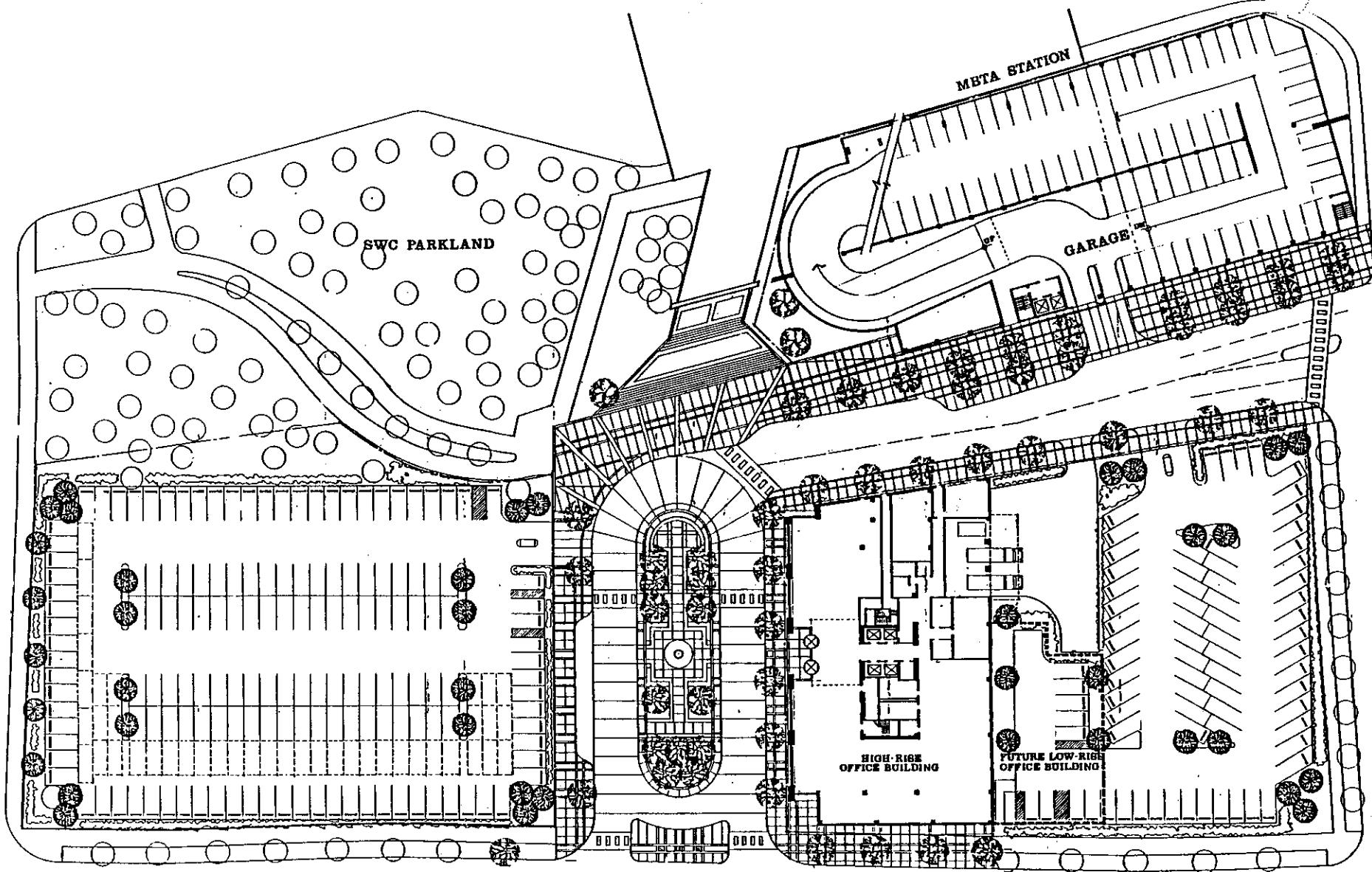
TREMONT ST. ELEVATION

PLAZA ELEVATION

COLUMBUS AVE. ELEVATION +

NORTH ELEVATION

RUGGLES STREET



MELNEA CASS BLVD.

PARKING LOT

PLAZA

OFFICE BUILDING

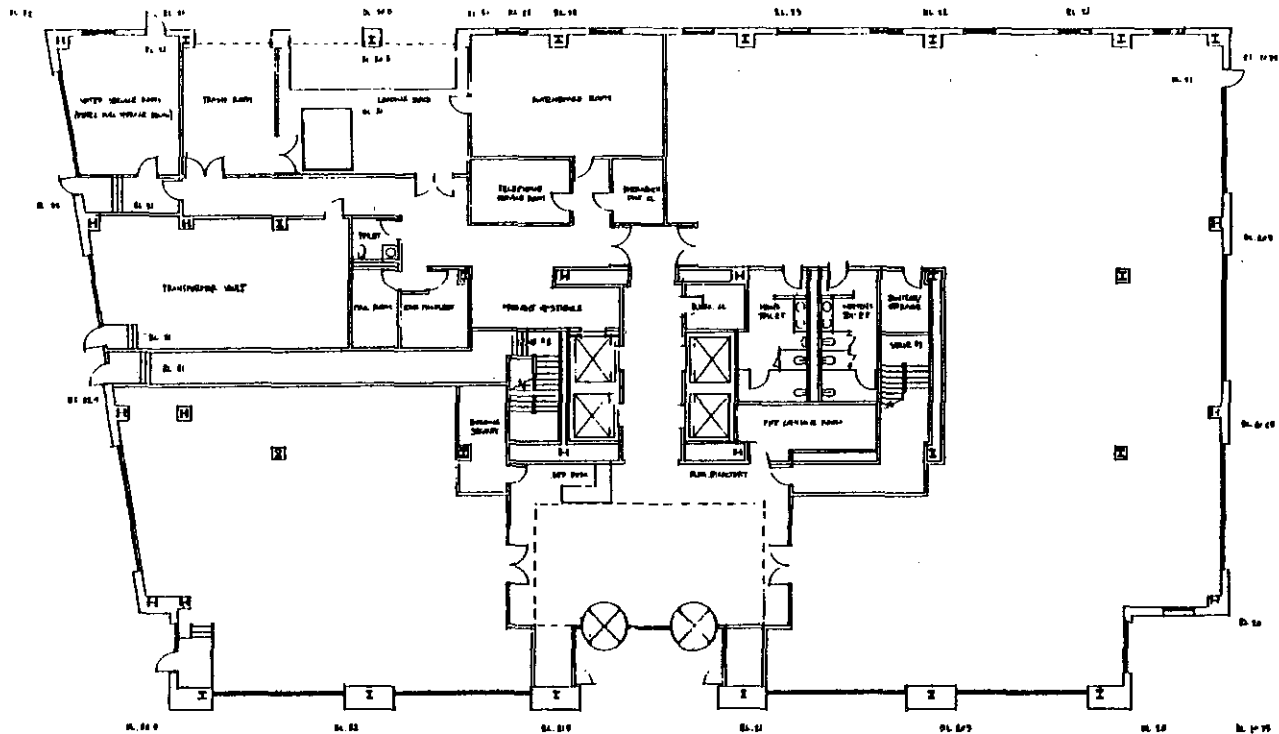
PARKING LOT

# SITE PLAN: PHASE I

**RUGGLES CENTER**  
**METROPOLITAN/COLUMBIA PLAZA VENTURE**  
 STULL & LEE INC. ARCHITECTS AND PLANNERS

SEPTEMBER 1991



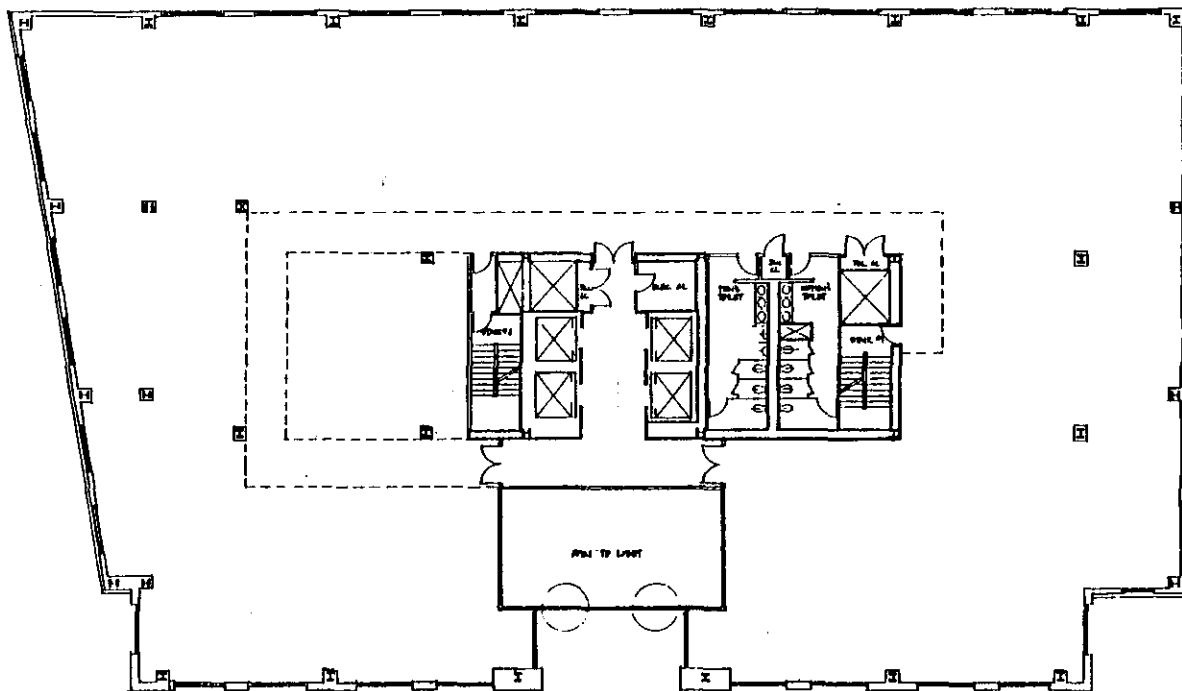


**GROUND FLOOR PLAN**

**RUGGLES CENTER**  
**METROPOLITAN/COLUMBIA PLAZA VENTURE**  
 STULL & LEE, INC. ARCHITECTS AND PLANNERS

SEPTEMBER 1991





SECOND FLOOR

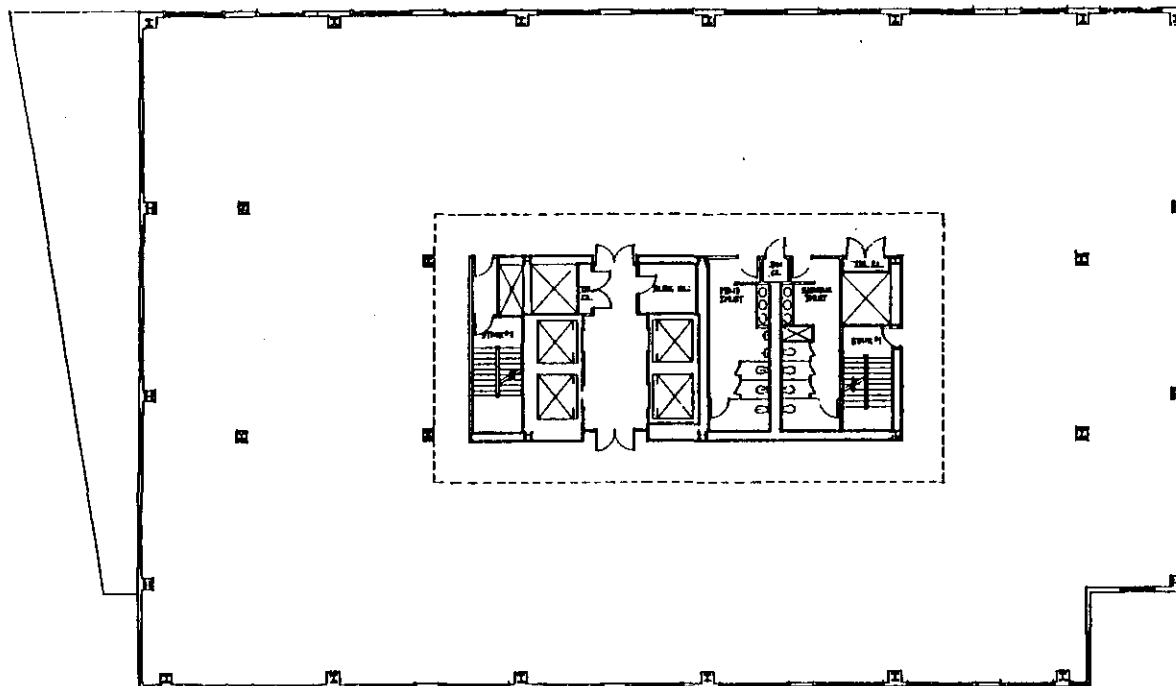
FLOOR PLANS

RUGGLES CENTER

SEPTEMBER 1991

METROPOLITAN/COLUMBIA PLAZA VENTURE  
 STULL & LEE, INC. ARCHITECTS AND PLANNERS





TYPICAL FLOOR

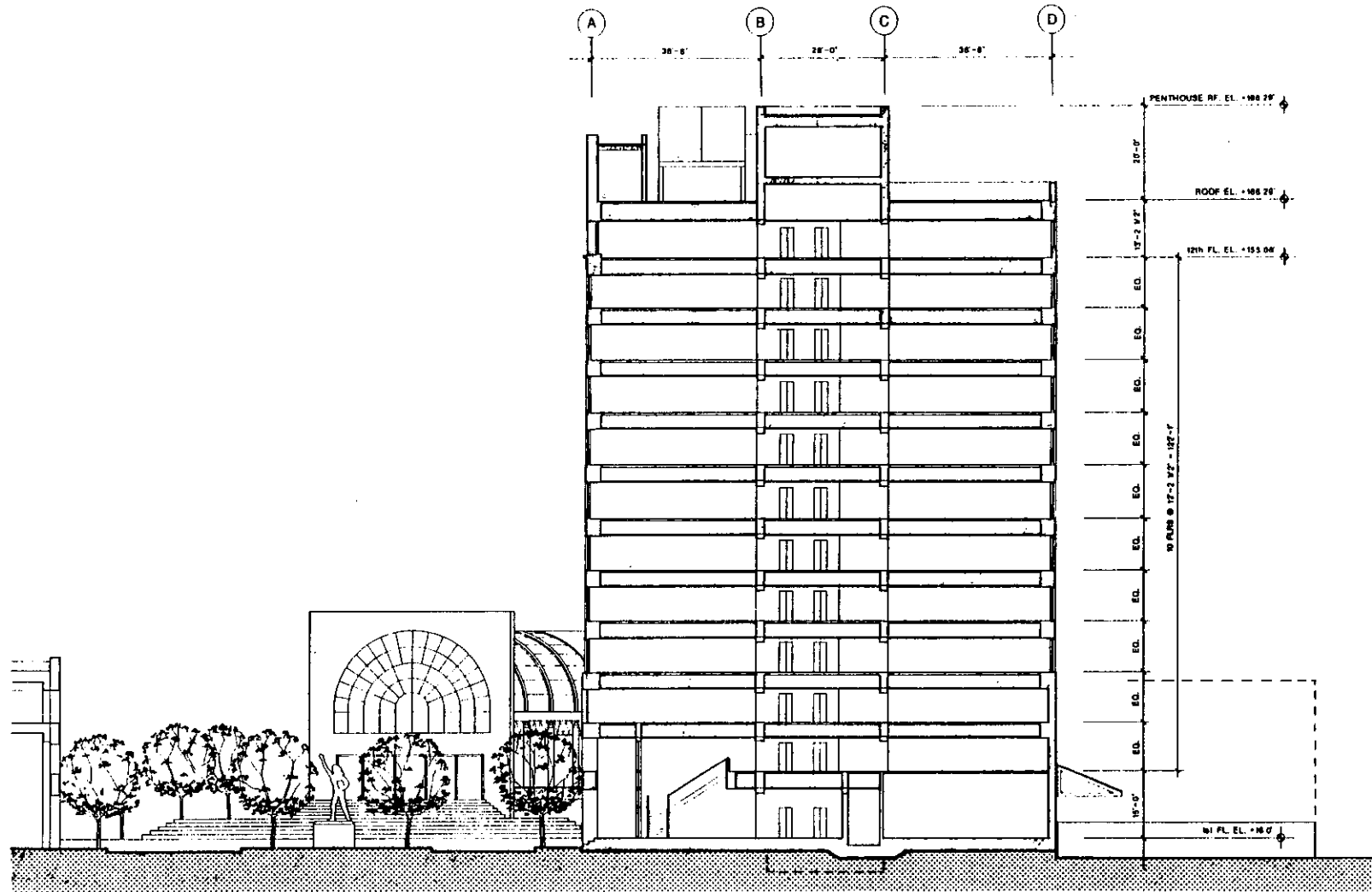
---

FLOOR PLANS

RUGGLES CENTER  
METROPOLITAN/COLUMBIA PLAZA VENTURE  
STULL & LEE, INC. ARCHITECTS AND PLANNERS

SEPTEMBER 1991

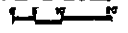




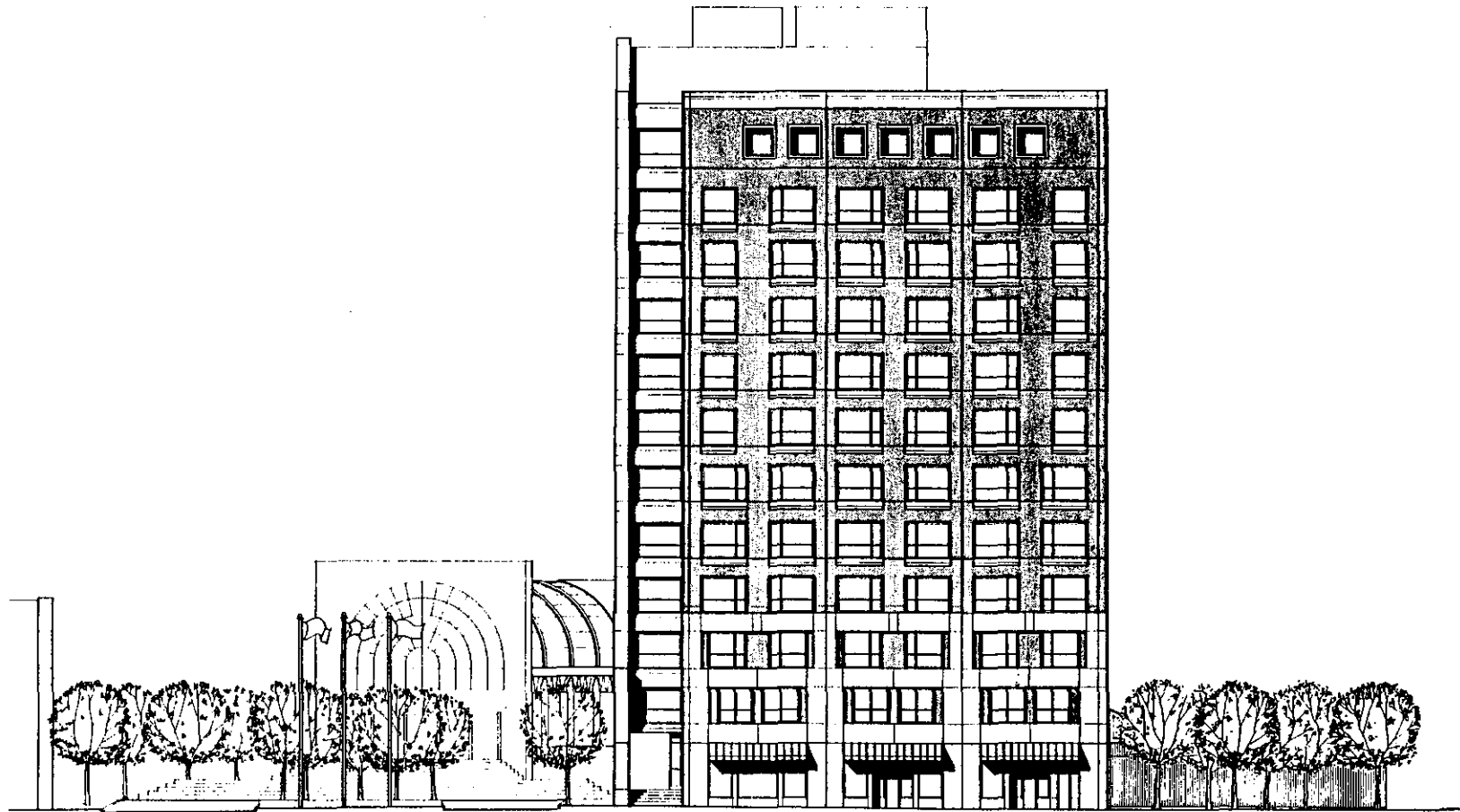
**BUILDING SECTION**

**RUGGLES CENTER**  
**METROPOLITAN/COLUMBIA PLAZA VENTURE**  
 STULL & LEE, INC. ARCHITECTS AND PLANNERS

AUGUST, 1988







---

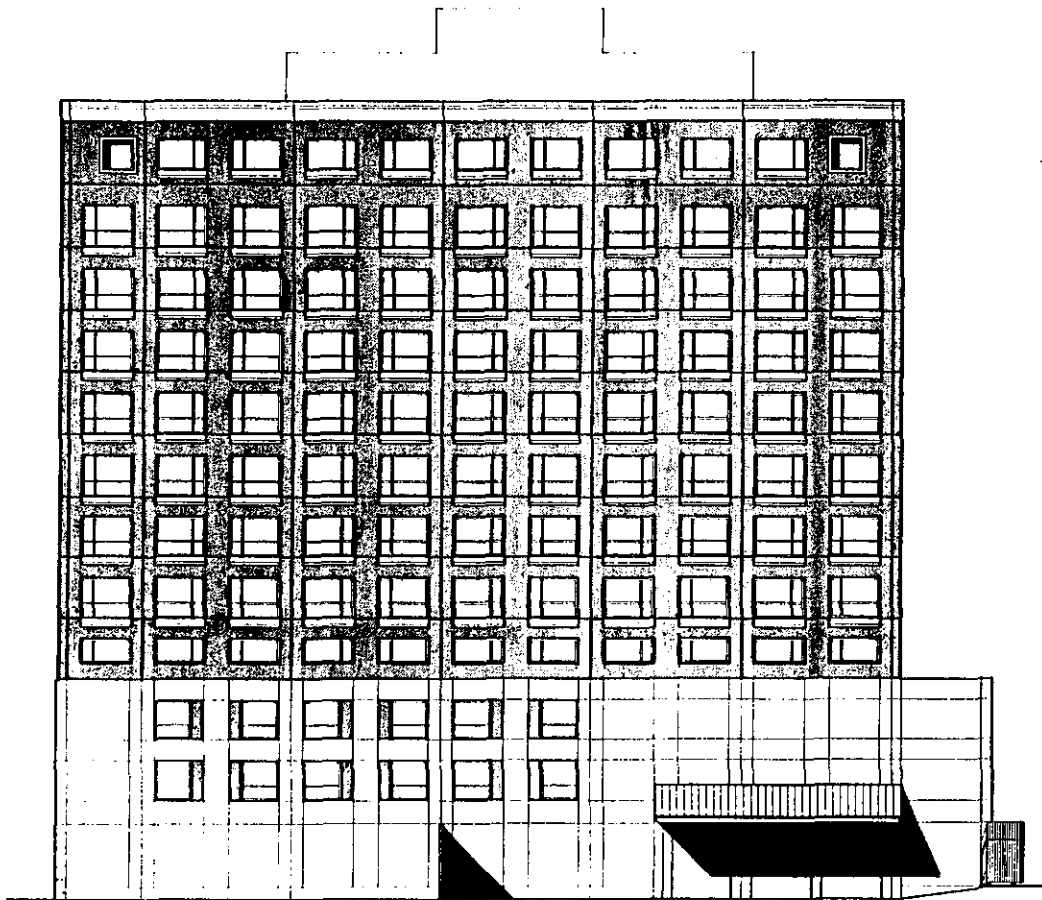
**TREMONT ST. ELEVATION**

**RUGGLES CENTER**  
**METROPOLITAN/COLUMBIA PLAZA VENTURE**  
STULL & LEE, INC. ARCHITECTS AND PLANNERS

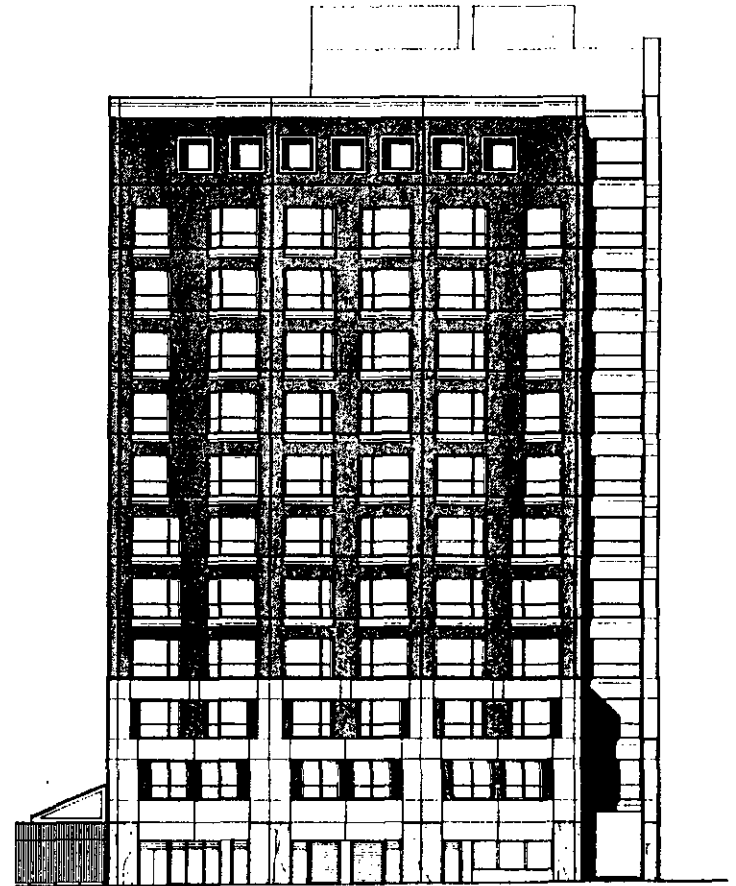
AUGUST, 1989







NORTH



COLUMBUS AVE.

---

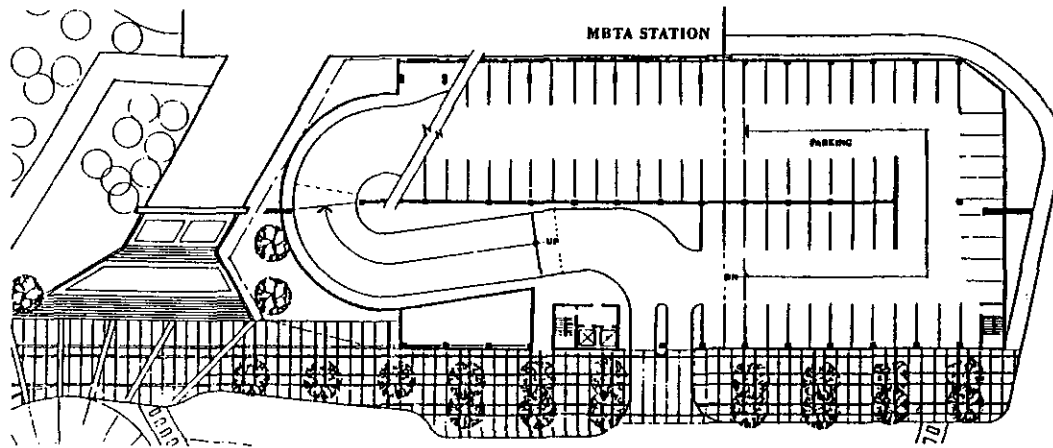
**NORTH & COLUMBUS AVE.  
ELEVATIONS**

**RUGGLES CENTER**  
**METROPOLITAN/COLUMBIA PLAZA VENTURE**  
STULL & LEE, INC. ARCHITECTS AND PLANNERS

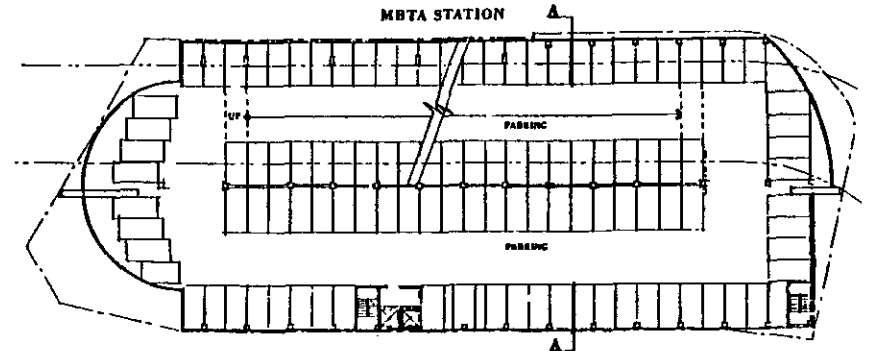
AUGUST, 1989

1-1-89

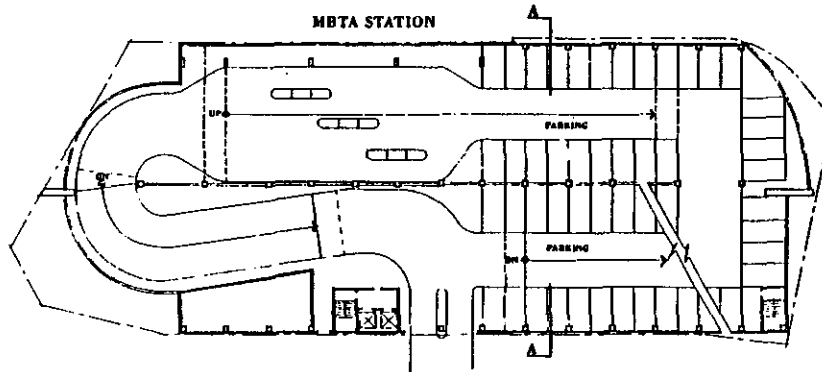
EXHIBIT E  
PRELIMINARY GARAGE PLAN



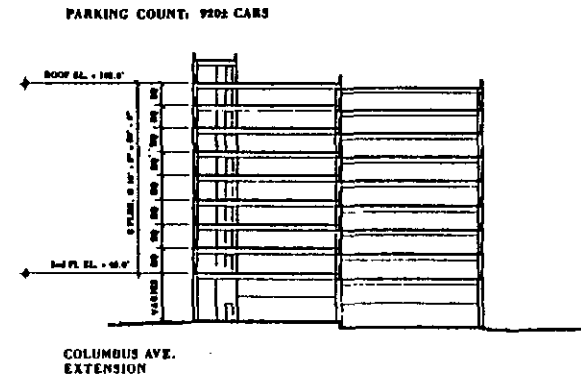
GROUND FLOOR PLAN



TYPICAL FLOOR PLAN



SECOND FLOOR PLAN



CROSS SECTION A-A

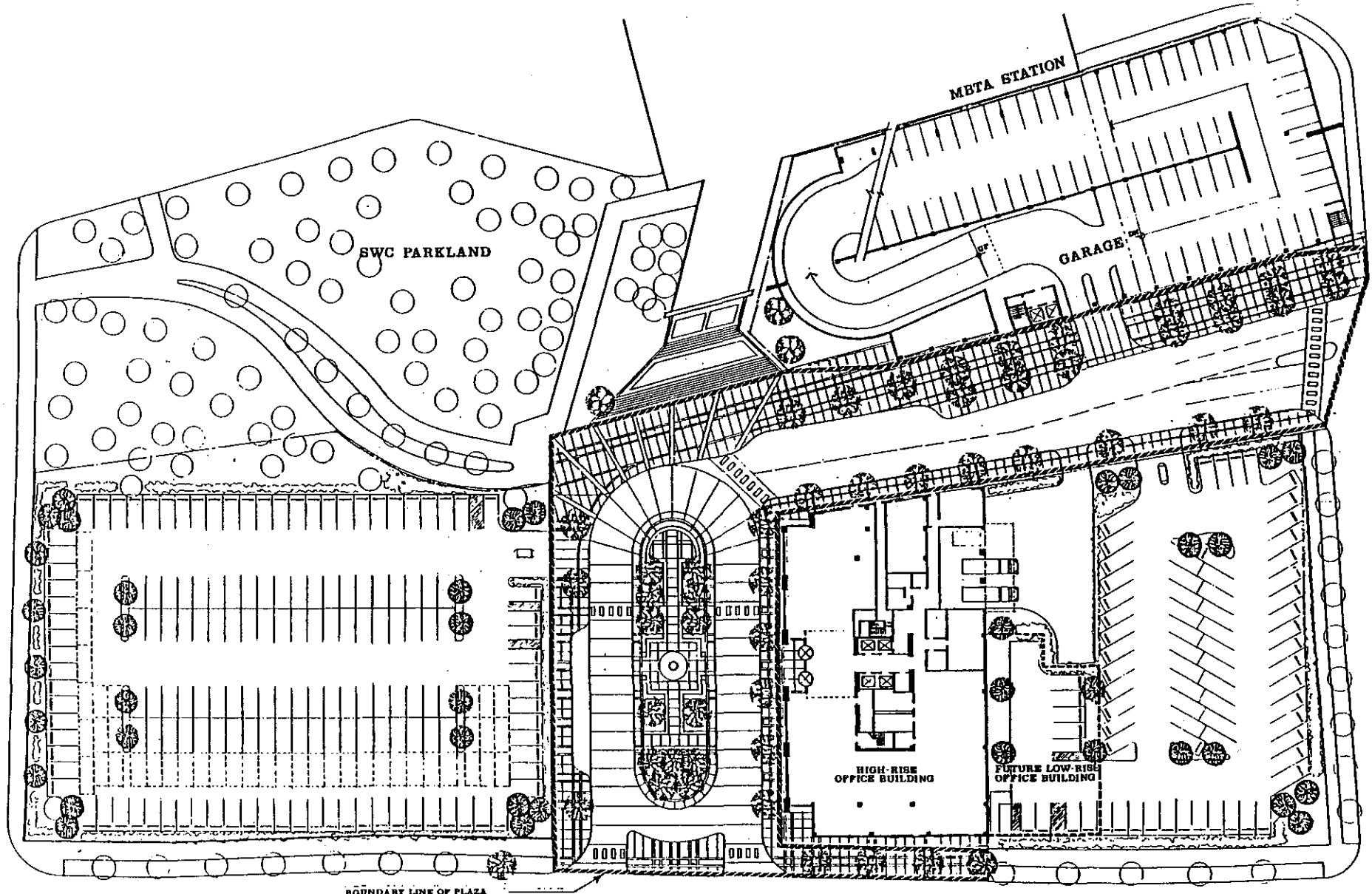
**PARKING GARAGE**

**RUGGLES CENTER**  
**METROPOLITAN/COLUMBIA PLAZA VENTURE**  
 STULL & LEE, INC. ARCHITECTS AND PLANNERS

SEPTEMBER 1981

EXHIBIT F  
PRELIMINARY PLAZA PLAN

RUGGLES STREET



MELNEA CASS BLVD.

PARKING LOT

PLAZA

OFFICE BUILDING

PARKING LOT

# PLAZA PLAN

## RUGGLES CENTER

SEPTEMBER 1991

METROPOLITAN/COLUMBIA PLAZA VENTURE  
STULL & LEE INC. ARCHITECTS AND PLANNERS



EXHIBIT G

USE CHART



PERMITTED USES FOR RUGGLES CENTER  
PURSUANT TO THE DEVELOPMENT PLAN

Banking and Postal Uses

Automatic teller machine  
Bank  
Post office

Community Uses

Adult education center  
Community center  
Day care center  
Library

Cultural Uses

Art Gallery  
Art metal craft shop  
Museum  
Music store  
Musical instrument repair  
Public art display space  
Studio, arts  
Studio, production  
Ticket sales

Educational Uses

College or university  
Professional school  
Trade School

Entertainment Uses

Bar  
Bowling alley  
Billiard parlor  
Concert hall  
Dance hall  
Private club not serving alcohol  
Private club serving alcohol  
Restaurant with entertainment  
Social, recreational, or sports center

Health Care Uses

Clinic  
Hospital

Industrial Uses

Art use  
General manufacturing use  
Light manufacturing use

Office Uses

Agency or professional office  
Back office  
General office

Open Space Uses

Open space  
Open space recreational building  
Outdoor place of recreation for profit

Public Service Uses

Automatic telephone exchange  
Courthouse  
Fire station  
Police station  
Telephone exchange

Research and Development Uses

Basic research  
Biomedical technology  
Medical, research, or technical laboratory  
Pharmaceutical research and development  
Product development or prototype manufacturing  
Research and development  
Scientific laboratory

Restaurant Uses

Restaurant  
Take-out restaurant (small)  
Take-out restaurant (large)

Retail Uses

Bakery  
General retail business  
Liquor store  
Local retail business  
Outdoor sale of garden supplies

Service Uses

Animal hospital  
Barber or beauty shop  
Caterer's establishment  
Dry-cleaning shop  
Kennel  
Laundry  
Photocopying establishment  
Self-service laundry  
Shoe repair  
Tailor shop

Storage Uses, Major

Storage of certain materials\*

Storage Uses (cont.)

Storage of flammable liquids and gases\*

Storage or transfer of toxic waste\*

Warehousing

\*as same may be required in connection with approved  
biomedical and research and development uses

Trade Uses

Carpenter's shop

Electrician's shop

Photographer's studio

Plumber's shop

Radio/television repair shop

Upholsterer's shop

Transportation Uses

Bus terminal

Helicopter landing facility

Vehicular Uses

Carwash

Parking garage

Parking lot

Rental agency for cars

Repair garage

Wholesale Use

Wholesale business

Accessory and Ancillary Uses

Accessory amusement game machines (not more than four)  
in commercial or noncommercial establishment

Accessory art use

Accessory clinic or offices for hospital

Accessory keeping of laboratory animals

Accessory manufacture of products

Accessory office of university

Accessory outdoor cafe

Accessory parking

Accessory scientific laboratory

Accessory services incidental to educational uses

Accessory services incidental to hospitals

Accessory storage of flammable liquids incidental to  
lawful use

Accessory swimming pool or tennis court

Accessory use ordinarily incident to a main use

Accessory wholesale business

Ancillary use

BRA Approval: 9/26/91

Z.C. Approval: 11/6/91

Effective: 11/13/91

BOSTON REDEVELOPMENT AUTHORITY

September 26, 1991

AMENDMENT TO MASTER PLAN  
and  
DEVELOPMENT IMPACT PROJECT PLAN  
for  
PLANNED DEVELOPMENT AREA NO. 34

RUGGLES CENTER

Bounded by Ruggles Street, Tremont Street,  
Melnea Cass Boulevard and Land Owned by the  
Massachusetts Bay Transportation Authority

Master Plan: In accordance with Section 3-1A of the Boston Zoning Code (the "Code"), the Boston Redevelopment Authority (the "Authority") approved a Master Plan and Development Impact Project Plan for Planned Development Area No. 34 (the "Master Plan") for the development of Southwest Corridor Parcel 18 in Roxbury ("Ruggles Center") on June 29, 1989. The Master Plan was approved by the Zoning Commission on September 11, 1989, and by the Mayor on September 13, 1989. This Amendment to Master Plan sets forth revisions to the Master Plan to reflect changed circumstances since the approval of the Master Plan.

Amendment of Master Plan: The Master Plan is hereby amended in the following respects:

1. In the Section headed "Planning Objectives and Character of Development Including Location and Appearance of Structures" on page 2 of the Master Plan the following are substituted for the originals therein:

(a) The second sentence in the second paragraph is deleted and the following is substituted therefor:

"The buildings will be multi-story and will be constructed primarily (with the exception of the above-grade garage) of brick with pre-cast concrete detailing."

(b) The sixth sentence in the second paragraph is deleted and the following is substituted therefor:

"A fifth building, an above-grade parking garage (the "Garage") will be located on the northerly side of the Plaza (as defined below) and will contain parking and possibly retail space on the ground level and up to nine (9)

additional levels of parking (including a level of parking on the roof). The Garage will contain up to 940 parking spaces (and may be built in phases)."

(c) The following language is inserted at the end of the last sentence in the second paragraph:

"in the event that the Garage is not constructed to its maximum dimensions. In no event, however, will the total parking capacity of the Project exceed 1,040 cars."

(d) The third paragraph is deleted and the following is substituted therefor:

"A plaza is designated on a plan attached to this Master Plan as Exhibit C (the "Plaza"). The Plaza will be the focal point of the Project for the pedestrians entering the Plaza from Ruggles Station, Tremont Street, Columbus Avenue, and Melnea Cass Boulevard. The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reshaped. New sidewalks of concrete paving and brick accent strips will form the perimeter of the Plaza. The Plaza, once constructed, will extend northerly from Tremont Street to the entrance of Ruggles Station and will continue easterly to the intersection of Columbus Avenue and Melnea Cass Boulevard. The ground plane of the Plaza will have metal tree grates, landscape features, lighting, and sturdy, decorative seating. Trees and shrubs will be used to soften, and make inviting, public pathways and gathering places. With a series of retail uses and building lobbies opening onto the Plaza coupled with the Ruggles Station entrance, it is anticipated that the Plaza will become the hub of pedestrian activity. The Plaza will not only enhance the Project, but will also serve transit riders as well as the general public. The Plaza, including the related roadways, the sidewalks, the "kiss and ride turn-around", and the parking islands, will be constructed by the Developer for the benefit of the general public under an appropriation of \$2.01mm from the City of Boston for the cost of designing and constructing the Plaza and the improvements

thereto and in accordance with the provisions of the Sale and Construction Agreement for Ruggles Center, dated as of May 31, 1991, by and between the Authority and Ruggles Center Joint Venture (the "Sale Agreement")."

(e) The fourth paragraph is deleted.

(f) In the fourth sentence of the fifth paragraph "Columbus Avenue Extension" is deleted and the following is substituted therefor:

"Melnea Cass Boulevard"

2. In the Section headed "Range of Dimensional Requirements Contemplated for Each Proposed Use" on pages 4 and 5 of the Master Plan the following is inserted therein:

(a) The following language is inserted at the end of the last two entries under Range of Dimension:

a raised "C"

(b) The following new reference is inserted at the bottom of TABLE I:

"<sup>c</sup>See Note 3 below."

(c) The following is inserted under "Notes to Table I":

"3. The number of parking spaces in the above-grade parking garage may be increased by up to 300 parking spaces in which event the number of parking spaces in the below-grade parking garage will be reduced accordingly. In no event, however, will the total parking capacity of the Project exceed 1,040 cars."

3. The Section headed "Proposed Phasing of Construction" on page 5 of the Master Plan is deleted and the following is substituted therefor:

"It is currently anticipated that Phase 1 will involve the construction of an office/retail building, a plaza, grade level parking, an above-grade parking garage, and permanent landscaping on the completed portions of the Site. The office/retail building to be constructed in Phase 1 will be up to twelve (12) stories, will not exceed 242,000 square feet of gross floor area, and will be located along Tremont Street and adjacent to the eastern boundary of the Plaza (the "Office Building")."

The Office Building may be developed in two (2) component parts, a high-rise component (the "High-Rise") and a low-rise component (the "Low-Rise"). The High-Rise will consist of up to twelve (12) stories and the Low-Rise will consist of up to three (3) stories. The Garage will be located along the northerly side of the Plaza. Prior to the construction of the Garage, the Garage site will remain fenced in and landscaped as at present. The remainder of the Site which will consist of grade level parking and temporary landscaping will accommodate up to 277 cars, with accommodations for up to seventy-six (76) cars to the east of the Office Building and with accommodations for up to 201 cars to the west of the Office Building (the "Parking Lots"). The Parking Lots shall be permitted to remain until such time as the Garage and the below-grade garage are constructed, or the site of a Parking Lot is needed for the development of a building. In no event, however, will the total parking capacity of the Site exceed 1,040 cars. As a result of financing and market considerations, Phase 1 may be undertaken by the Developer in several subphases. The first subphase ("Subphase 1A") will consist of the construction of the High-Rise, the Plaza (under an appropriation of \$2.01mm from the City of Boston for the costs of designing and constructing the Plaza and improvements thereof and in accordance with the provisions of the Sale Agreement), and the Parking Lots. The construction of the Low-Rise, construction of the Garage, and permanent landscaping on the completed portions of the Site are anticipated to be completed at the time of completion of the final subphase of Phase 1. Subsequent phases of the development will entail completion of the Project, including the construction of three (3) other office/retail buildings and a hotel. The completion of the other phases of the Project will depend upon demand for additional tenant space in the Project and financing considerations. Furthermore, any one or more of the components of the Project or phases located or to be located on the Site may be financed independently of the other components or phases located or to be located on the Site and, therefore, any one or more of such components or phases may need to be considered as situated on a separate zoning lot, capable of being conveyed or mortgaged as such. It is anticipated that one or more development plans will be submitted for each phase of the Project."

4. In the Section headed "Zoning" on pages 6 and 7 of the Master Plan the following are substituted for the originals therein:

(a) The first through fifth sentences in the first

paragraph are deleted and the following are substituted therefor:

"The Site is located in the Roxbury Neighborhood District established by Article 50 of the Code. The Site is also located in the Greater Roxbury Economic Development Area established by Section 50-7 of the Code in which Planned Development Areas ("PDAs") are permitted, in the Tremont Street Boulevard Planning District, in the Melnea Cass Boulevard Planning District, and in the Columbus Avenue Boulevard Planning District. In addition, the Site is located in the South End Urban Renewal Project Area, the Campus High School Urban Renewal Project Area, and the Restricted Parking District. As an approved PDA within such District, Ruggles Center is permitted a maximum floor area ratio ("FAR") of 6.0."

(b) The following is inserted in the 16th line after "floor area ratio":

"lot"

(c) The last sentence in the first paragraph is deleted and the following sentence is substituted therefor:

"Notwithstanding that, as a result of the creation of individual lots to accommodate the development of individual buildings, the Plaza, and other improvements (such as roadways) included in the Project, the FAR for certain buildings within the Project may exceed 6.0 in relation to the "lot" on which the individual building is located, the Project and each building constructed as part of the Project shall be in compliance with this Master Plan and the Code so long as the total development in the Project does not exceed 1,220,000 square feet of gross floor area and an FAR of 6.0

(d) The second paragraph is deleted and the following paragraph is substituted therefor:

"In a PDA located within the Greater Roxbury Economic Development Area, like the Site, relief from the requirements of the Code may be sought as exceptions pursuant to



Article 6A and Article 50 of the Code. It is anticipated, however, that no zoning exceptions will be necessary, since, pursuant to Section 50-16.4 of the Code, a proposed project and the parcels or Lots and improvements thereon, which are the subject of a Development Plan shall be deemed to be in compliance with the provisions of Article 50 and the Code, so long as the same are consistent with the provisions of the approved Development Plan and other applicable provisions of the Code."

5. In the Section headed "Proposed Traffic Circulation" on page 7 of the Master Plan the following language is inserted therein:

(a) The following language is inserted at the end of the second sentence:

"and will continue easterly to the intersection of Columbus Avenue and Melnea Cass Boulevard."

(b) In the third sentence after "Within" delete "the plaza" and substitute the following language therefor:

"the portion of the Plaza which extends northerly from Tremont Street to the Ruggles Station entrance"

(c) In the fourth sentence after "off" delete "Columbus Avenue Extension and the northwest edge of the plaza" and substitute the following language therefor:

"the Plaza"

(d) The penultimate and the last sentences are deleted and the following are substituted therefor:

"In addition, drop-offs and short-term parking for the proposed hotel and the proposed retail uses will be provided as necessary. The plaza, including related roadways, sidewalks, the 'kiss and ride turn-around', and the parking islands, will be constructed by the Developer for the benefit of the general public, under an appropriation of \$2.01mm from the City of Boston for the costs of designing and constructing the plaza and the improvements thereof and in accordance with the provisions of the Sale Agreement."

6. In the Section headed "Parking and Loading Facilities" on page 7 of the Master Plan the following is inserted therein:

(a) The following is inserted in the first sentence after "garage":

"and grade level parking"

(b) The last sentence is deleted and the following is substituted therefor:

"In no event, however, will the total parking capacity of the Project exceed 1,040 cars. Loading bays will be provided as necessary."

7. In the fourth paragraph of the Section headed "Public Benefits" on page 8 of the Master Plan the last three (3) sentences are deleted and the following is substituted therefor:

"The development of Ruggles Center will (a) create new employment positions in businesses locating at Ruggles Center; (b) provide for entrepreneurial assistance measures as set forth in the Amended and Restated Cooperation Agreement for Planned Development Area No. 34 (the "Cooperation Agreement"), a copy of which is attached hereto as Exhibit E; and (c) provide for job opportunities to facilitate community access to jobs created by the development of Ruggles Center. The specific public benefits to be derived from the Project are set forth in the Cooperation Agreement."

8. The following new Section is inserted at the end of the Master Plan:

"Agreement Establishing Use and Dimensional Controls: The Sale Agreement and the Cooperation Agreement constitute an agreement with the Authority establishing use and dimensional controls as specified in the Master Plan in accordance with the provisions of Section 50-16.4 of the Code. The Project shall be deemed to be in compliance with the Master Plan and the Code, if the Project is consistent with the plans as approved by the Authority after final design and other development review in accordance with the Development Review Procedures."

9. The Proposed Uses For Ruggles Center attached hereto as Attachment A is hereby substituted for the use chart in Exhibit B of the Master Plan.

10. The "Plaza Plan" attached hereto as Attachment B is hereby substituted for the "Phase 1: Plaza Plan" in Exhibit C of the Master Plan.

11. The "Plaza Plan" and the "Parking Garage Plan" attached hereto as Attachment C are hereby substituted for the "Phase 1: Plaza Plan" and the "Phase 1: Parking Garage Plan" in Exhibit D of the Master Plan.

12. The Amended and Restated Cooperation Agreement for Planned Development Area No. 34 attached hereto as Attachment D is hereby substituted for the Memorandum of Understanding in Exhibit E of the Master Plan.

13. Except as set forth above, the Master Plan shall remain unmodified and in full force and effect.

Attachment A

EXHIBIT B

USE CHART

PERMITTED USES FOR RUGGLES CENTER  
PURSUANT TO THE MASTER PLAN

Banking and Postal Uses

Automatic teller machine  
Bank  
Post office

Community Uses

Adult education center  
Community center  
Day care center  
Library

Cultural Uses

Art Gallery  
Art metal craft shop  
Museum  
Music store  
Musical instrument repair  
Public art display space  
Studio, arts  
Studio, production  
Ticket sales

Educational Uses

College or university  
Professional school  
Trade School

Entertainment Uses

Bar  
Bowling alley  
Billiard parlor  
Concert hall  
Dance hall  
Private club not serving alcohol  
Private club serving alcohol  
Restaurant with entertainment  
Social, recreational, or sports center

Health Care Uses

Clinic  
Hospital

Hotel Uses

An apartment hotel

Hotel Uses (cont.)

Bed and breakfast  
Executive suites  
Hotel  
Motel

Industrial Uses

Art use  
General manufacturing use  
Light manufacturing use

Office Uses

Agency or professional office  
Back office  
General office

Open Space Uses

Open space  
Open space recreational building  
Outdoor place of recreation for profit

Public Service Uses

Automatic telephone exchange  
Courthouse  
Fire station  
Police station  
Telephone exchange

Research and Development Uses

Basic research  
Biomedical technology  
Medical, research, or technical laboratory  
Pharmaceutical research and development  
Product development or prototype manufacturing  
Research and development  
Scientific laboratory

Restaurant Uses

Restaurant  
Take-out restaurant (small)  
Take-out restaurant (large)

Retail Uses

Bakery  
General retail business  
Liquor store  
Local retail business  
Outdoor sale of garden supplies

Service Uses

Animal hospital  
Barber or beauty shop

Service Uses (cont.)

Caterer's establishment  
Dry-cleaning shop  
Kennel  
Laundry  
Photocopying establishment  
Self-service laundry  
Shoe repair  
Tailor shop

Storage Uses, Major

Storage of certain materials\*  
Storage of flammable liquids and gases\*  
Storage or transfer of toxic waste\*  
Warehousing

\*as same may be required in connection with approved  
biomedical and research and development uses

Trade Uses

Carpenter's shop  
Electrician's shop  
Photographer's studio  
Plumber's shop  
Radio/television repair shop  
Upholsterer's shop

Transportation Uses

Bus terminal  
Helicopter landing facility

Vehicular Uses

Carwash  
Parking garage  
Parking lot  
Rental agency for cars  
Repair garage

Wholesale Use

Wholesale business

Accessory and Ancillary Uses

Accessory amusement game machines (not more than four)  
in commercial or noncommercial establishment  
Accessory art use  
Accessory clinic or offices for hospital  
Accessory keeping of laboratory animals  
Accessory manufacture of products  
Accessory office of university  
Accessory outdoor cafe  
Accessory parking  
Accessory scientific laboratory

Accessory and Ancillary Uses (cont.)

Accessory services for apartment and hotel residents  
Accessory services incidental to educational uses  
Accessory services incidental to hospitals  
Accessory storage of flammable liquids incidental to  
lawful use  
Accessory swimming pool or tennis court  
Accessory use ordinarily incident to a main use  
Accessory wholesale business  
Ancillary use

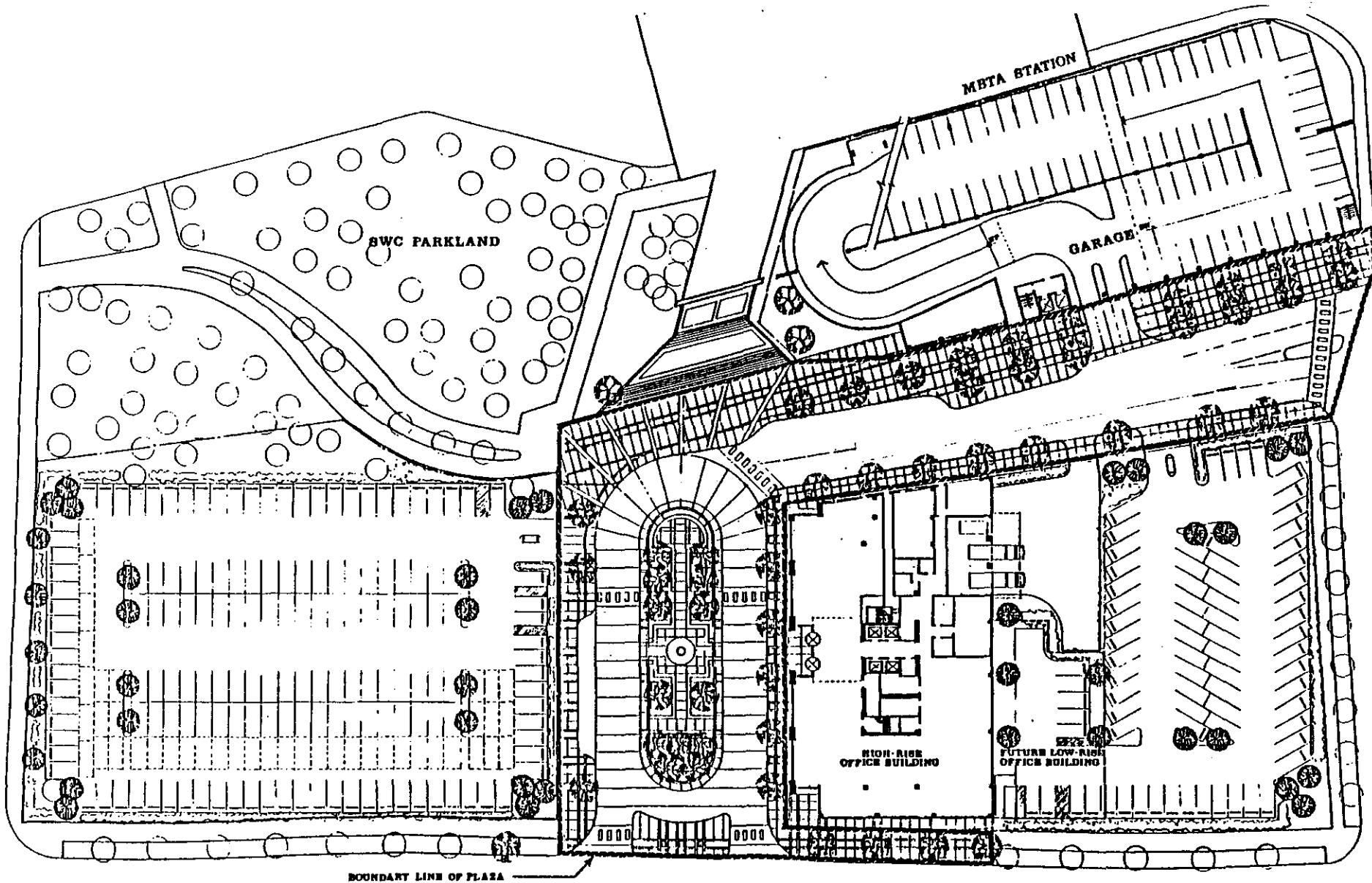


Attachment B

EXHIBIT C

PLAZA PLAN

RUGGLES STREET



MELNEA CASS BLVD.

PARKING LOT

PLAZA

OFFICE BUILDING

PARKING LOT

# PLAZA PLAN

## RUGGLES CENTER

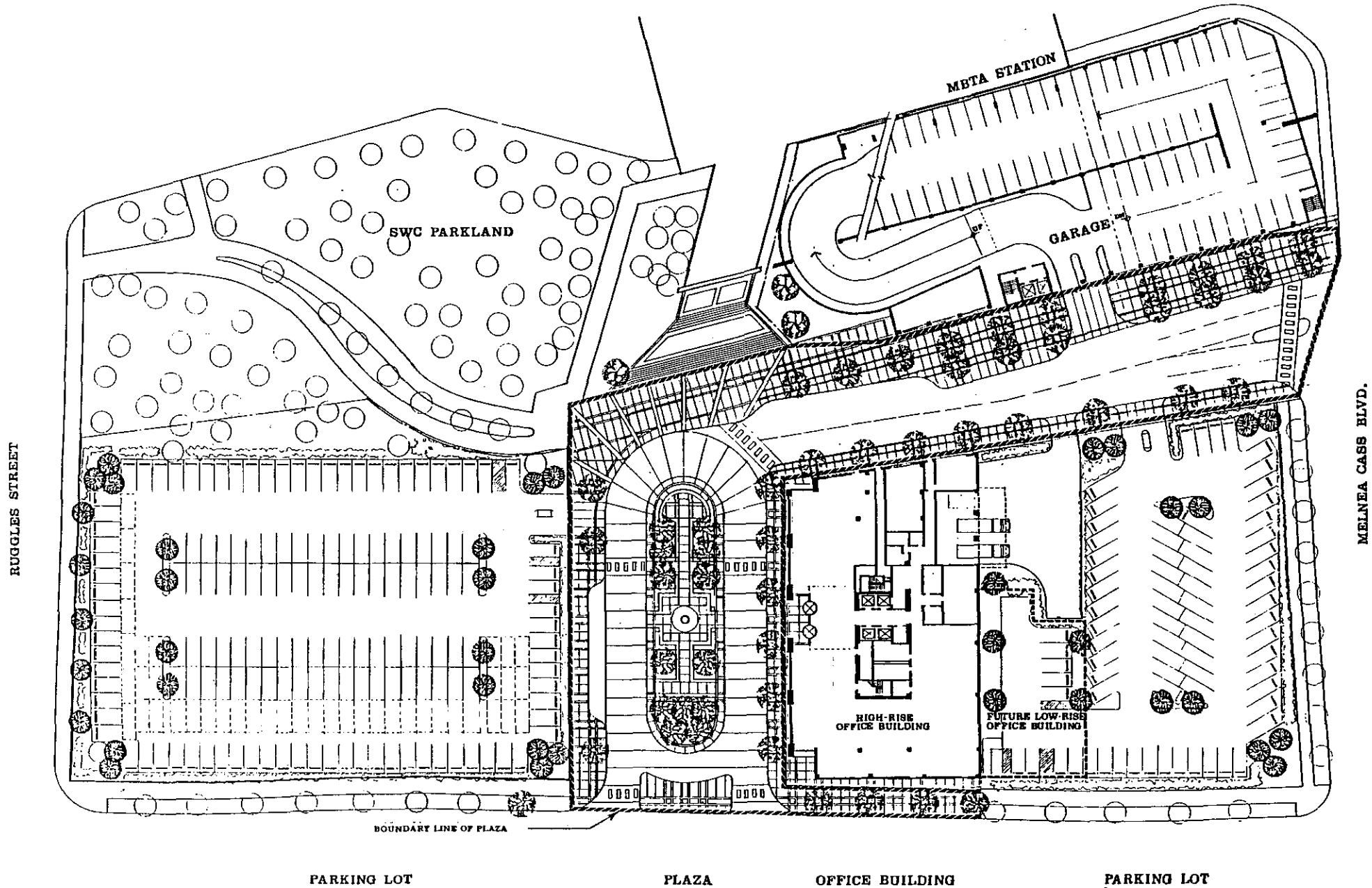
SEPTEMBER 1991

METROPOLITAN/COLUMBIA PLAZA VENTURE  
STULL & LEE INC. ARCHITECTS AND PLANNERS



EXHIBIT D

PLAZA PLAN AND GARAGE PLAN

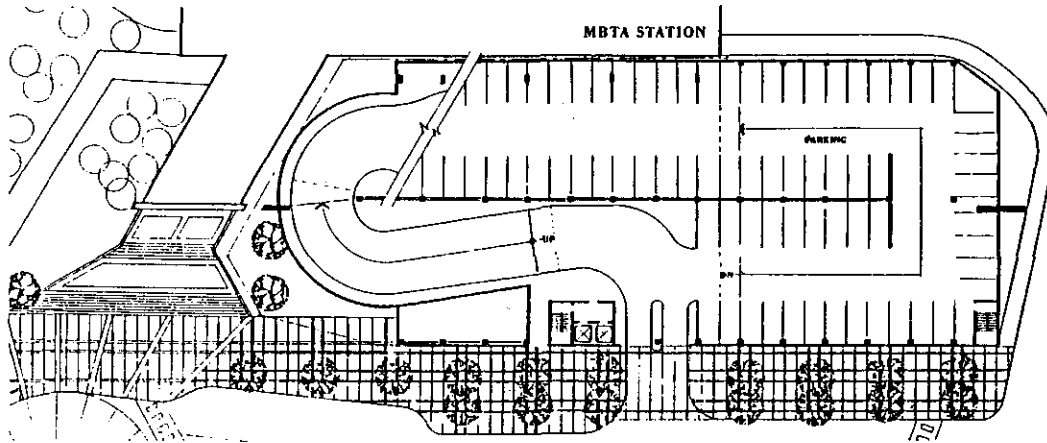


# PLAZA PLAN

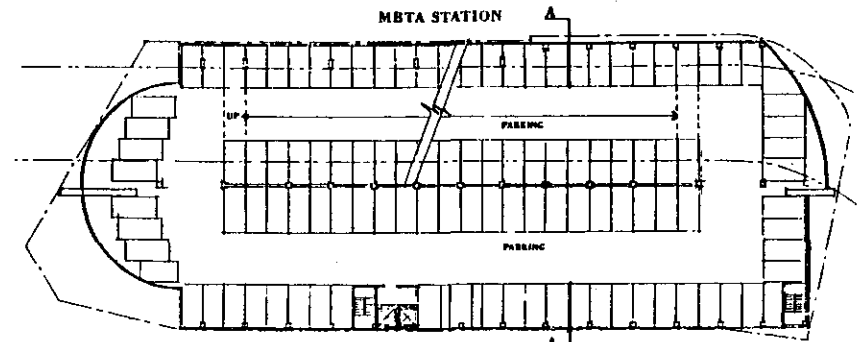
**RUGGLES CENTER**  
**METROPOLITAN/COLUMBIA PLAZA VENTURE**  
 STULL & LEE INC. ARCHITECTS AND PLANNERS

SEPTEMBER 1991

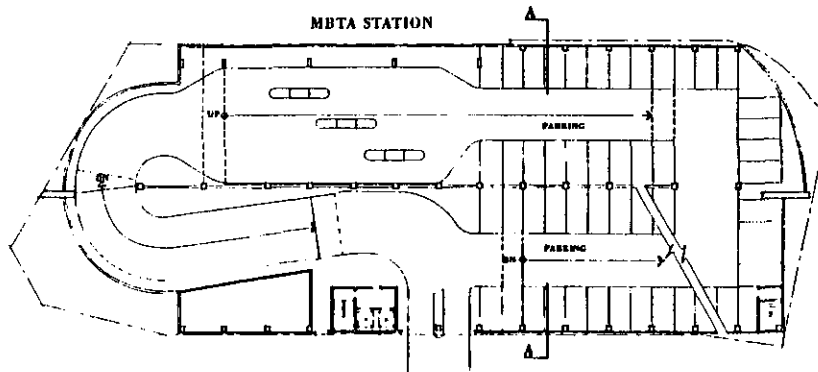




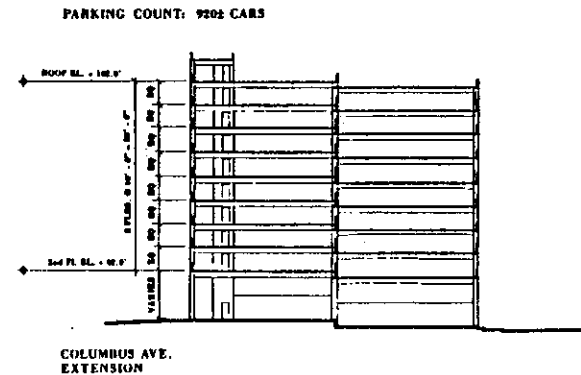
GROUND FLOOR PLAN



TYPICAL FLOOR PLAN



SECOND FLOOR PLAN



CROSS SECTION A-A

**PARKING GARAGE**

**RUGGLES CENTER**  
**METROPOLITAN/COLUMBIA PLAZA VENTURE**  
 STULL & LEE, INC. ARCHITECTS AND PLANNERS

SEPTEMBER 1991

Attachment D

EXHIBIT E

AMENDED AND RESTATED COOPERATION AGREEMENT

AMENDED AND RESTATED  
COOPERATION AGREEMENT  
FOR  
PLANNED DEVELOPMENT AREA NO. 34  
RUGGLES CENTER

AGREEMENT made as of the 31st day of May, 1991 by and between the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, acting in its capacity as the planning board for the City of Boston (the "Authority") and RUGGLES CENTER JOINT VENTURE, a Massachusetts general partnership consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, its successors and assigns (the "Applicant").

WHEREAS, Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership ("MCPV"), has been designated by the Authority to undertake the development of a certain parcel of land designated as Southwest Corridor Parcel 18 ("Parcel 18") in Roxbury and a certain parcel of land designated as Kingston/Bedford/Essex ("KBE Parcel") in downtown Boston under the Parcel-to-Parcel Linkage Program Project 1, a program being pursued by the City and the State;

WHEREAS, MCPV has formed the Applicant and Kingston Bedford Joint Venture ("KBJV") for the purposes of developing Parcel 18 and the KBE parcel, respectively, in the Parcel-to-Parcel Linkage Program Project 1;

WHEREAS, the Applicant submitted to the Authority an application for a Planned Development Area Master Plan and Development Impact Project Plan for Parcel 18 being bounded by Tremont Street, Ruggles Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority (the "Site"), as more particularly described in Exhibit A attached hereto;

WHEREAS, the Applicant proposes to construct on the Site a mixed-use development, including the construction of up to five multi-story buildings (the "Project") including one or more of the uses set forth in the Master Plan (as hereinafter defined);

WHEREAS, the Applicant is currently negotiating a Sale and Construction Agreement with the Authority and the Massachusetts Bay Transportation Authority for acquisition by the Applicant of those portions of the Site required for development of the Project (as such may be amended from time to time the "Sale Agreement");

WHEREAS, the Applicant entered into a Memorandum of Understanding regarding community benefits (the "Community Benefits Memorandum") with KBJV, the Authority, the



Chinatown/South Cove Neighborhood Council (the "Neighborhood Council") and the Parcel 18+ Development Task Force (the "Task Force");

WHEREAS, the Applicant proposes to develop the Site in one or more phases (each such phase being referred to herein as "Phase") and submitted to the Authority for its approval the Development Plan for the first phase of the Site ("Phase 1");

WHEREAS, the Authority has approved the Master Plan and Development Impact Project Plan (as such may be amended from time to time, the "Master Plan") for Planned Development Area No. 34 (the "PDA") and the Development Plan for Planned Development Area No. 34 (as such may be amended from time to time, the "Development Plan") for Phase 1 of the Project by vote of the Authority on June 29, 1989 (the "Vote"), after a public hearing at its meeting held on June 29, 1989, notice of which was published in The Boston Herald on June 22, 1989, a certified copy of which Vote is attached hereto as Exhibit B;

WHEREAS, the Authority and the Applicant entered into a Cooperation Agreement for Planned Development Area No. 34 Ruggles Center dated September 11, 1989 (the "Cooperation Agreement");

WHEREAS, Chapter 443 of the Acts of 1990 of the Commonwealth of Massachusetts (the "Act") requires that the Cooperation Agreement be amended to include the provisions of Section 2, regarding net operating income, Section 4A and Section 6 thereof; and

WHEREAS, the Authority and the Applicant wish to amend and restate the Cooperation Agreement to reflect requirements of the Act and certain other agreements between the parties.

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

1. The Authority petitioned the Zoning Commission of the City of Boston on behalf of the Applicant to designate the Site as a Planned Development Area.

2. The Applicant will, subject to Paragraph 23 of this Agreement, proceed with planning and design for the Site in a manner consistent with the development concept, land uses and density contemplated in the Master Plan and proceed with the development of Phase 1 in a manner consistent with the Development Plan for Phase 1, subject to the Environmental Reviews set forth in Paragraph 4 and the Development Review Process set forth in Paragraph 7. Copies of the Master Plan and the Development Plan for Phase 1 as approved by the Vote are attached hereto as Exhibits C and D, respectively.

3. It is anticipated that the Applicant, acting pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), will submit to the Authority for the Authority's approval one or more additional development plans for the Site (the "Development Plans"). The Authority acknowledges that it has completed its review only in connection with the Master Plan and the Development Plan for Phase 1 and that amendments to the Master Plan and the

Development Plan and one or more additional Development Plans, including a new Development Plan for Phase 1, may be submitted for Authority review and approval. It is intended that this Agreement satisfies the requirement under Section 50-16.4 of the Boston Zoning Code that an agreement has been entered into with the Authority establishing use and dimensional controls as specified in the Development Plans.

4. The Applicant and the Authority hereby agree that the Authority has submitted the draft Environmental Impact Report for the Site and further agree that the Applicant has submitted the final Environmental Impact Report for the Site. In connection with the development of each Phase, the Applicant will conduct any additional environmental reviews related to each Phase reasonably requested by the Authority ("Environmental Reviews") in accordance with the Authority's "Development Review Procedures" dated 1985, revised 1986, which is attached hereto as Exhibit E ("Development Review Procedures"). The Authority may require the Applicant to take all practical measures, including, without limitation, all reasonable economical measures consistent with the scope of the proposed development of the Project as presently conceived to mitigate potential damage to the environment identified in the final Environmental Impact Report.

5. The Applicant shall submit a Traffic Maintenance Plan ("TMP") for the Project to the Commissioner of Transportation of the City of Boston prior to issuance of a building permit for

Substantial Construction (as defined below) of the initial Phase. The TMP will identify construction, traffic, and parking impacts and specify mitigating measures to be implemented during the construction of the Project that are reasonably satisfactory to the Commissioner of Transportation. For purposes of this Agreement, "Substantial Construction" shall mean excavation, foundation and construction work on the Project, but shall not include demolition, removal of oil, gasoline tanks or hazardous wastes, or the conduct of borings, soils investigations or similar activities whether or not the same require the issuance of a building permit or partial building permit.

6. The Applicant has submitted a Transportation Access Plan ("TAP") for the Project to the Commissioner of Transportation. The TAP identifies traffic and parking impacts of the Project and specifies mitigating measures that are reasonably satisfactory to the Commissioner of Transportation.

7. The Applicant and the Authority hereby agree that the development review process required by the Development Plans to be observed by the parties ("Development Review Process") shall be as set forth in the Development Review Procedures, including reviews of the Development Concept, Schematic Review, Design Development and Contract Documents. The Applicant and the Authority hereby further agree that, as mutually agreed upon by the parties, the Development Review Process may be undertaken separately for each of the Phases to be constructed on the Site. Capitalized terms

used and not defined herein shall have the meanings ascribed to them in the Development Review Procedures.

8. The Applicant has contracted with Stull & Lee, Inc. to provide design assistance and master planning for the Master Plan and related documentation. It is currently contemplated that Stull & Lee, Inc. shall also provide drawings and specifications for Phase 1 in accordance with the Development Plan.

9. The Authority hereby approves the Applicant's submission of the Conceptual Plans for the Project, which Plans are attached as Exhibit D to the Master Plan.

10. Throughout the Development Review Process discussed in Paragraph 7 above and in connection with the development of each Phase, the Applicant will submit to the Authority the submissions required by the Development Review Process, subject to the terms of the Sale Agreement. It shall be the Applicant's responsibility to notify the Authority of proposed material deviations from drawings and specifications, any contract addenda and any change orders (such terms being defined in the Development Review Procedures and the Sale Agreement) in accordance with the Development Review Procedures, subject, however, to the terms of the Sale Agreement. The Authority shall approve or disapprove of the submissions of the Applicant in accordance with the Development Review Procedures, subject to the terms of the Sale Agreement. The Authority may waive such of its procedures and requirements as it deems appropriate in accordance with the terms

of the Sale Agreement. The building(s) contemplated by the Master Plan shall be deemed completed and the Authority shall issue to the Applicant Certificates of Completion for the Project in accordance with the terms of the Sale Agreement.

11. A separate Development Review Process shall be undertaken for each Phase conforming to the process described in Paragraph 7 hereof. A violation of the Development Review Process with respect to a particular Phase shall not be considered a violation of the Development Review Process with respect to any other Phase which has been purchased or leased by the Applicant prior to the occurrence of said violation.

The Authority will, once Development Plans for a particular Phase or Phases have been approved, informally advise the Applicant concerning, and will actively cooperate with and publicly support, 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 and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes, which may be necessary or convenient in order to carry out the development of the Site in the most expeditious and reasonable manner.

12. The Authority acknowledges that the Applicant will rely on the Authority's approval of the development concept, land uses and density contemplated in the Master Plan and the Development

Plan for Phase 1 during the preparation and submission of additional Development Plans, and in connection with other planning, design, financing and construction of the Project. The Authority also acknowledges that the Applicant will expend considerable time, effort and financial resources to produce one or more additional Development Plans and to construct the infrastructure required in connection with the Project. Since Section 3-1A of the Code provides that no work can proceed on a project on the basis of an approved master plan unless and until a subsequent development plan for the proposed work has been approved by the Authority and the Zoning Commission, the Authority acknowledges that if the Development Plans are consistent with the development concept, land uses and density contemplated in the Master Plan, then the Authority will, subject to the Applicant's cooperation with the Authority in the Development Review Process and Environmental Review, expeditiously process the additional Development Plans for subsequent Phases submitted by the Applicant and publicly support the approved Development Plans.

13. The Applicant anticipates commencing construction of the first phase of the Project in 1992, with completion anticipated by the end of 1993. Subsequent buildings on the Site will be constructed thereafter. After construction has commenced on the Site, and provided that work within the PDA has commenced and is diligently proceeding, the Authority will, within 30 days of a request by the Applicant, file with the Building Commissioner of

the City of Boston a certificate pursuant to Section 6A-1 of the Code indicating that work within the PDA has commenced and is diligently proceeding.

14. The Applicant will contribute the amounts described in subparagraph (a) below (the "Funds") (1) to the Community Development Trust (the "Trust"), a Massachusetts charitable trust to be established by the Authority with the input of the Neighborhood Council and the Task Force for the purpose of administering a Community Development Fund consisting of the Funds (the "Community Development Fund"), or (2) to the Authority as escrow agent pending formation of the Trust, if the Trust has not been established when any of the Funds become payable. In the event any of the Funds are paid to the Authority in accordance with the foregoing, the Authority shall (x) hold the Funds in escrow in a money-market interest-bearing account for the benefit of the Trust and (y) pay the Funds, together with all interest thereon, to the Trust promptly after formation of the Trust. The Funds generated pursuant to subparagraph (a) below shall be distributed one-half (1/2) for the benefit of the Chinatown community and one-half (1/2) for the benefit of the Roxbury community. There will be neighborhood participation, including Chinatown and Roxbury representatives, in the formation, operation, and function of the Community Development Fund. The portion of the Community Development Fund to be distributed for the benefit of the Roxbury community shall be administered by the



Roxbury Trust Fund Committee (as defined in the Act). The portion of the Community Development Fund to be distributed for the benefit of the Chinatown community shall be administered by the Chinatown Trust Fund Committee (as defined in the Act).

(a) With respect to each Phase of the Project, the Applicant shall make the following payments:

- (i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of the Phase (the "Phase Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of the Phase; (y) the date of closing on the Permanent Financing (as defined in subparagraph (b) below) of the original loan or loans for acquisition and development of the Phase; or (z) the date of closing on the Phase Sale (as defined in subparagraph (c) below).
- (ii) Ten percent (10%) of the Net Operating Income of the Phase received by the Applicant to be paid no later than June 1 of each year with respect to the previous calendar year, where Net Operating Income is equal to gross income from all sources for such year ("Gross Income") minus the sum of (w) all operating expenses for such year including, but not limited to, costs, fees and expenses for real estate taxes, utilities, administrative and professional services, maintenance, operations, management, marketing, insurance and reserves ("Operating Expenses"); (x) debt service payable with respect to the Phase for such year ("Debt Service"), (y) a return on the equity invested in the Phase by the Applicant, as such equity is reduced or augmented from time to time, at an interest rate of five percent (5%) per annum above the interest rate of the "Applicant's financing for the Phase ("Return"), and (z) the equity contributed directly or indirectly to the Phase by the Applicant, as such equity is reduced or augmented from time to time ("Equity"). For all purposes under this Paragraph 14, to the extent that the Applicant does not realize its Return at

any given time, such Return shall accrue and be added to Equity; the Applicant shall also receive its Return prior to the reduction of Equity. The foregoing is illustrated by the following:

Net Operating Income = Gross Income -

(Operating Expenses + Debt Service + Return + Equity)

Amount to be Paid = 10% x Net Operating Income

- (iii) Ten percent (10%) of the Net Refinancing Proceeds from the Phase to be paid on the date of closing on any Refinancing (as defined in subparagraph (d) below), where Net Refinancing Proceeds is equal to all cash proceeds received by the Applicant from such Refinancing ("Refinancing Proceeds") minus the sum of (w) all outstanding debt on the Phase ("Debt"); (x) all costs, fees and expenses of the Refinancing transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services, prepayment penalties on existing debt, loan origination, recording and bank applications ("Refinancing Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following:

Net Refinancing Proceeds = Refinancing Proceeds -  
(Debt + Refinancing Costs + Return + Equity)

Amount to be Paid = 10% x Net Refinancing Proceeds

- (iv) Ten percent (10%) of the Net Resale Proceeds from the Phase to be paid on the date of the applicable Phase Sale where Net Resale Proceeds is equal to all cash proceeds received by the Applicant from such sale ("Resale Proceeds") minus the sum of (v) Debt, (w) debt service payable with respect to the Phase for the calendar year during which such sale occurs ("Current Debt Service"), (x) all costs, fees and expenses of the resale transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services, prepayment penalties on existing debt, and deed stamps ("Resale Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following formula:

Net Resale Proceeds = Resale Proceeds -  
(Debt + Current Debt Service + Resale Costs + Return + Equity)

Amount to be Paid = 10% x Net Resale Proceeds

- (v) All sums payable under subparagraphs (a)(ii), (iii) and (iv) shall be payable until the earlier of (x) twenty-five (25) years after the issuance of the applicable Phase Certificate of Occupancy or (y) the date of closing on the applicable Phase Sale, and thereafter no further sums shall be due or payable hereunder as to such Phase.

(b) For purposes of this Paragraph 14, "Permanent Financing" means the replacement of the construction financing and land acquisition loan, if applicable, for each Phase of the Project with the initial permanent financing.

(c) For purposes of this Agreement, "Phase Sale" shall mean the sale by the Applicant of all of its interest in the Phase to a third party which is neither controlled by, controlling or under common control with, nor otherwise affiliated with the Applicant.

(d) For purposes of this Paragraph 14, "Refinancing" shall mean replacing all or a portion of the then existing financing of a Phase with new financing, except that Refinancing shall not include the replacement of the construction financing for each Phase of the Project with the Permanent Financing except to the extent that said Permanent Financing exceeds total costs for the Phase.

(e) No lease for space in all or any portion of the Project with the Deputy Commissioner of the Division of Capital Planning and Operations or any agency, authority or instrumentality of the

Commonwealth of Massachusetts, pursuant to Section 2 of the Act shall be executed unless, within thirty (30) days prior to the execution of such lease, a majority of the Roxbury Trust Fund Committee and Chinatown Trust Fund Committee shall vote to deliver a certificate to the House and Senate Chairperson of the Joint Committee on Housing and Urban Development of the General Court of the Commonwealth of Massachusetts stating that on the date of such certification no default exists on the part of the Applicant in its obligations to pay the Development Impact Project Contribution and Jobs Contribution Grant in accordance with the applicable requirements of the City of Boston Zoning Code and any and all required Community Development Fund payments in accordance with this Cooperation Agreement, as it may be amended, and in accordance with the Cooperation Agreement for Planned Development Area No. 35, dated September 11, 1989, between the Authority and KBJV, as it may be amended (the "KBE Cooperation Agreement"). The Applicant acknowledges that the Act requires that (i) the first \$1,000,000 of payments to the Community Development Fund required under the KBE Cooperation Agreement, shall be distributed one-half (1/2) for the benefit of the Roxbury community and one-half (1/2) for the benefit of the Chinatown community, and the balance of such payments shall be distributed one-third (1/3) for the benefit of the Roxbury community, one-third (1/3) for the benefit of the Chinatown community and one-third (1/3) for the benefit of communities throughout the City of Boston; and (ii) any portion of

the Community Development Fund to be distributed for the benefit of communities throughout the City of Boston pursuant to the KBE Cooperation Agreement shall be administered by the City of Boston Neighborhood Housing Trust. A failure of KBJV, or any of its successors or assigns, to satisfy the requirements of the Act applicable to KBJV or the KBE Parcel, or a default by KBJV, or any of its successors or assigns, in any obligation under the KBE Cooperation Agreement, shall not constitute or be deemed a default by the Applicant under this Agreement, nor shall the Applicant bear any liability for any such failure or default by KBJV, or any of its successors or assigns.

15. The Applicant shall undertake the following with respect to employment opportunities:

(a) Construction Jobs

The Applicant shall cause the general contractor for the Project or Phase thereof, to the best of the contractor's ability, to grant preference in hiring to Boston residents during the construction period. The Applicant has agreed to seek to achieve a standard of fifty percent (50%) residents, thirty percent (30%) minorities and ten percent (10%) women on the workforce during the construction of the Project. In addition, the Applicant shall assign responsibility to a member of the management staff to serve on a liaison committee ("Liaison Committee") to consist of representatives of unions, contractors, minority business interest groups, appropriate city and state agencies and the Advisory Panel

(as defined in Paragraph 22 hereof), which Liaison Committee will monitor compliance with the provisions of this Paragraph 15. The Applicant shall work with the Liaison Committee to seek to achieve such hiring standard.

The Applicant has executed and delivered to the Mayor's Office of Jobs and Community Services (the "MOJCS"), no later than the Phase Building Permit Date for the first Phase of the Project, a plan, known as the Boston Residents Construction Employment Plan, which plan includes the requirements set forth above and sets forth in detail plans to ensure that its contractors for construction of the Project, and those engaged by said contractors for construction of the Project or Phase thereof, on a craft-by-craft basis meet the following Boston Residents Construction Employment Standards:

- (i) At least fifty percent (50%) of the total employee workerhours in each trade shall be by bona fide Boston residents;
- (ii) At least thirty percent (30%) of the total employee workerhours in each trade shall be minorities; and
- (iii) At least ten percent (10%) of the total employee workerhours in each trade shall be by women.

Workerhours shall include on-the-job training and apprenticeship positions.

In that (i) the original Cooperation Agreement executed by the parties provided that the Applicant's obligations under this Paragraph 15(a) shall terminate upon the Applicant's execution and delivery to MOJCS of, and be superseded by, the Boston Residents

Construction Employment Plan, and (ii) the Applicant executed and delivered to MOJCS the Boston Residents Construction Employment Plan dated December 20, 1989, the obligations of this Paragraph 15(a) have terminated and are of no further force and effect and have been superseded by the Boston Residents Construction Employment Plan.

(b) Permanent Jobs

The Applicant shall undertake the following with respect to the Project:

- (i) pursue as a goal the employment in the workforce at the Project, fifty percent (50%) Boston residents, thirty percent (30%) minorities and fifty percent (50%) women;
- (ii) notify the appropriate City of Boston agency of employment opportunities at the Project seven (7) business days prior to announcing or advertising the availability of such positions in any communications medium or with any employment or referral agencies;
- (iii) notify tenants of the Project, in writing, of the goals of item (i) above and forward to them a copy of the Boston for Boston Employment Services Guide;
- (iv) make good faith efforts to encourage tenants of the Project to hire Boston residents for new job openings;
- (v) become a signatory to the Boston compact;
- (vi) participate in the Private Industry Council's Summer Jobs Program;
- (vii) solicit statistical information from each tenant of the Project concerning the number of new employees and the percentage of Boston residents hired during the previous year; and

(viii) post notice of available job opportunities at an on-site job posting center as provided in Paragraph 20 hereof.

The Applicant has also executed and delivered to the MOJCS a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities. Such Memorandum of Understanding includes the requirements set forth above and sets forth an Employment Opportunity Plan which presents a good faith effort to ensure that certain employment opportunities created by the Project will be made available to fifty percent (50%) Boston Residents, thirty percent (30%) minorities and fifty percent (50%) women. The Applicant shall use the services of the MOJCS before embarking on a general recruitment effort to fill entry-level positions within the Project.

In that (i) the original Cooperation Agreement executed by the parties provided that the Applicant's obligations under this Paragraph 15(b) shall terminate upon the Applicant's execution and delivery to MOJCS of, and be superseded by, a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities, and (ii) the Applicant executed and delivered to MOJCS a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities dated July 17, 1990, the obligations of this Paragraph 15(b) have terminated and are of no further force and effect and have been superseded by such First Source Agreement and Memorandum of Understanding.



16. The Applicant will use best faith efforts to achieve a thirty percent (30%) minimum goal for the utilization of minority business enterprises ("MBE") for all contracts related to the development of the Project. Such contracts shall relate to the provisions of services in connection with the development of each phase of the Project, such as, but not limited to, architectural, engineering, legal and public relations services ("Development Related Contracts"). "Best faith efforts" shall mean reliance on traditional methods of employing contractors for Development Related Contracts and the design and implementation by the Applicant of a plan ("MBE Development Plan") to assure minority participation for all Development Related Contracts in connection with the development of each Phase of the Project. The MBE Development Plan shall include the following elements:

- (a) Outreach activities to MBEs to foster minority business participation. Such efforts should be coordinated with the Mayor's Office of Jobs and Community Services ("MOJCS"), the State Office of Minority Business Assistance, the Task Force and the Neighborhood Council.
- (b) Efforts to affirmatively market and promote contracting opportunities and MBE participation to local area businesses and MBEs located in Boston and Massachusetts.
- (c) Incorporation in every general construction contract or construction management agreement of the MBE goals for the Project, including notifying each general contractor or construction manager of its responsibility to incorporate such standards in all subcontracts.
- (d) Development of strategies to cause general contractors to ensure that contracts are bid in a manner which facilitates the participation of MBEs in all levels and tiers of contracting. Such strategies should encourage the formation of joint ventures.

- (e) Establishment and maintenance of records of weekly meetings held with the general contractor regarding contractor's achievement of the MBE goals and submission of minutes to the MOJCS within ten days of such meetings.
- (f) Submission to the MOJCS and the Liaison Committee of a critical path schedule of work and quarterly projections of minority contracting prior to construction.
- (g) Submission to the MOJCS and the Liaison Committee of monthly progress reports on minority contracting which include company name, contract award amount, type of work performed and length of contract.

17. The Applicant and KBJV will jointly hire a staff person who will coordinate community benefits and will have as one of his or her major responsibilities, the outreach and liaison work required to attract MBEs during the preconstruction phase and all other development phases of each project. The Applicant and KBJV will each spend time within the Roxbury and Chinatown communities encouraging and recruiting MBEs to participate in the projects. In addition, the Applicant and KBJV will each provide appropriate assistance to MBEs, such as the provision of information and referrals requested by MBEs.

The Applicant and KBJV will each make good faith efforts to encourage participation of MBEs during the preconstruction phase and all other development phases of each project and will each use good faith efforts to cause the general contractor for their

respective projects or phases thereof, to the best of the respective contractor's ability, to provide maximum opportunity to minority subcontractors by employing a diversity of strategies and initiatives such as:

(a) providing written notice to a reasonable number of MBE subcontractors of all major areas of work on each project or phases thereof to be subcontracted;

(b) advertising in minority targeted media, such as newspapers and publications, the availability of subcontracting opportunities;

(c) holding pre-bid meetings to apprise minority subcontractors of available work opportunities with respect to each project or phases thereof.

18. The Applicant has set as a minimum goal the leasing of at least thirty percent (30%) of the total leasable square footage of all retail space in the Project to neighborhood-based enterprises and MBEs and will use best efforts to market such retail space to neighborhood-based enterprises and MBEs. In order to reach this goal, the Applicant intends to work with local retail merchants and established merchant associations within geographic proximity to its Project to ensure that the local merchants are aware of retail space opportunities in, and have the first opportunity to locate to, the Project. The Applicant will attempt through advertising and community meetings to encourage many existing and/or developing retail businesses to apply for

occupancy at the Project. In addition, the Applicant may provide financial assistance to neighborhood-based or MBE retail merchants for space planning and build-out of the retail space in the Project, the amount of such financial assistance to any such merchant to be amortized over the term of the lease with the merchant and repaid as additional rent. "Best efforts" shall mean reliance on traditional methods of leasing and, whenever those traditional methods prove insufficient to afford a meaningful opportunity to neighborhood-based enterprises and MBEs to lease space at the Project, the Applicant shall take other affirmative measures to sufficiently afford such an opportunity at its Project. Best efforts shall not require that the Applicant lease space to neighborhood-based enterprises and MBEs under any terms and conditions that are in any respect inconsistent with terms and conditions generally applicable to other lessees at its Project.

19. The Applicant will work with the Advisory Panel (as hereinafter defined) to develop a business incubator program in one Phase of the Project to be designated by the Applicant. The goal of the business incubator program is to provide opportunities at relatively low costs for existing or start-up businesses to explore new ideas and business operations. The Applicant will provide financial assistance to the business incubator for space planning and build-out of the business incubator operations, the amount of such financial assistance to the business incubator to be amortized over the term of the lease with the business

incubator and repaid as additional rent. The Applicant will make a good faith effort with the assistance of the Advisory Panel to identify qualified business operators acceptable to the Applicant in its sole discretion. The parties hereto recognize, however, that the business incubator program will not succeed and the Applicant will not have an obligation hereunder unless the Advisory Panel is able to secure a subsidy from private or public sources for such program. The Applicant shall not be responsible for obtaining or providing such subsidy nor for the success of the business incubator program.

20. The Applicant will provide either on-site or off-site employment centers, such as kiosks or the posting of bulletin boards, prior to and during the construction of the Project so as to inform the public of available employment opportunities at its Project. After construction of the Project, it is anticipated that notice of available job opportunities will be posted at a job posting center to be located on-site consistent with the Boston for Boston Employment Program Policy.

21. The Applicant will provide, on-site or off-site, child care facilities in Roxbury for a total of 100 children. The Applicant will work with the City and local communities to design appropriate child care programs. If any tenant at the Project provides its own child care services on-site, such child care services shall not be included in the 100 child care slots to be provided by the Applicant. The Applicant will work with the

Authority and the Roxbury community on a child care plan to be agreed upon and executed by the Applicant and the Authority, which plan shall set forth in more detail the location of the proposed child care facilities, the proposed child care program and program design, the proposed child care population to be served by the child care facilities and the proposed delivery date of such child care facilities (the "Child Care Plan"). The obligations of the Applicant hereunder shall be satisfied so long as the Applicant makes available, or causes to be made available, the facilities for which it is responsible hereunder, such facilities to include the fixtures, furnishings and equipment required for the operation of such child care facilities. The Applicant shall not be responsible for the operation or staffing of such child care facilities.

Notwithstanding the foregoing, if the Applicant has not made provisions for the child care facilities for which it is responsible hereunder prior to the issuance of a Certificate of Occupancy for the entire shell of the building to be located on the KBE parcel, the Applicant shall place \$1,250,000 in escrow with the Authority. For purposes hereof, the Applicant shall be deemed to have made provisions for the child care facilities for which it is responsible hereunder, if it has (i) commenced construction of such facilities, (ii) entered into an agreement for the purchase, lease or development of such facilities, or (iii) entered into an agreement for the operation of such

facilities at an identified location. In the event any funds are paid to the Authority in accordance with the foregoing, the Authority will (x) hold the funds in escrow in a money-market interest-bearing account for the benefit of the Applicant and (y) pay the funds, together with all interest thereon, promptly upon the Applicant making provisions for such child care facilities in accordance with the foregoing.

It is intended that the fulfillment of the obligations of the Applicant under this Paragraph 21 shall fully satisfy all obligations relating to child care or day care facilities imposed by the applicable provisions of the Boston Zoning Code with respect to the Applicant. The Applicant's obligation under this Paragraph 21 shall terminate upon execution by the Applicant of the Child Care Plan reasonably acceptable to the Authority.

22. The Applicant will participate in an advisory panel (the "Advisory Panel") to consist of representatives of the Applicant, KBJV, the Authority, the Task Force, the Neighborhood Council, appropriate city and state agencies and the Massachusetts Bay Transportation Authority for the purpose of implementing the community benefits set forth in Paragraphs 14 through 21 hereof.

23. If, in the future, the Applicant shall, in its reasonable judgment, determine that it has become infeasible to proceed with the whole or any portion of the approved Master Plan, the whole or any portion of the approved Development Plan for Phase 1 or the whole or any portion of any subsequently approved

Development Plans for subsequent Phases, then in such case and after substantiation by the Applicant deemed reasonably adequate by the Authority of the reasons for not being able to proceed, the Authority shall cooperate with the Applicant to modify, alter, or amend its previous approval of the Master Plan and/or the Development Plans and this Agreement in order to allow the Applicant the opportunity to reasonably develop the land that it owns or leases. If, prior to Substantial Construction of the Project under the Master Plan and/or any Phase under any of the Development Plans, the parties acting in good faith cannot agree as to an appropriate modification, alteration, or amendment to the Master Plan, the Development Plan for Phase 1 or any other approved Development Plans, then the Authority agrees upon the Applicant's request to (i) revoke the PDA Designation for the Site if no portion of the Site has been developed in accordance with the Master Plan or applicable Development Plan or (ii) release from the Master Plan or applicable Development Plan those portions of the Site not developed in accordance with the Master Plan or applicable Development Plan if a portion (but not all) of the Site has been developed in accordance with the Master Plan or applicable Development Plan. Upon revocation of the PDA Designation for the Site, all obligations of the parties hereto shall terminate and be of no further force and effect. If the parties acting in good faith cannot agree as to an appropriate alteration, modification or amendment to the Master Plan and/or



the applicable Development Plan, and if the Applicant so requests, the Authority agrees that the Applicant shall have no further obligation to proceed with such whole, or portion, as the case may be, of the approved Master Plan and/or the applicable Development Plan.

24. The Authority acknowledges that, prior to approving the Master Plan and the Development Plan for Phase 1 and pursuant to Sections 3-1A.a and 26A-3.1 of the Code, the Authority found that both the Master Plan and the Development Plan for Phase 1 conform to the general plan for the City as a whole and that nothing in either the Master Plan or Development Plan for Phase 1 will be injurious to the neighborhood or otherwise detrimental to the public welfare.

25. This Agreement shall be binding upon and enforceable against the successors and assigns of the parties hereto (other than mortgagees of the Project or those claiming through mortgagees of the Project, unless said party obtains title to the Project and proceeds with the development of the Project), it being understood and agreed that the Applicant shall have a right to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion of the Site and any Phase thereof, subject to such limitations as may be contained in the Sale Agreement.

The obligations of the Applicant set forth in Paragraphs 14 through 22 and Paragraph 31 of the Cooperation Agreement are the

same as the obligations of the Applicant under the Community Benefits Memorandum. In recognition of the Authority's continuing review and oversight of the Project under the Boston Zoning Code, the Development Review Procedures, and the Sale Agreement, the parties to the Community Benefits Memorandum agreed that the provisions of the Cooperation Agreement would govern and would be enforced by the Authority. Accordingly, the obligations of the Applicant under the Community Benefits Memorandum were superseded by the Cooperation Agreement.

26. Each and every covenant contained in this Agreement is and shall be construed to be a separate and independent covenant and shall, as relevant, apply separately to each Phase, and a default with respect to a particular Phase under any section or provision of this Agreement shall not constitute a default with respect to any other Phase.

27. 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 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.

28. The liability of the Applicant or its successors or assigns (including, without limitation, mortgagees) (the "Phase Developer") arising under this Agreement with respect to each Phase shall be limited solely to the assets and property of the Phase Developer with respect to such Phase, in accordance with the provisions of the Sale Agreement, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the Phase Developer, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of the Phase Developer hereunder. A deficit capital account of a partner of the Phase Developer shall not be deemed to be a liability of such partner nor an asset or property of the Phase Developer.

29. Whenever the consent or approval of the Authority is required hereunder, under the Development Review Procedures, or otherwise, such consent or approval shall not be unreasonably withheld or delayed, or wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or any other requirement of similar import, the Authority covenants not to be unreasonable with respect thereto.

30. To the extent that this Agreement contains terms that conflict with the terms contained in the Sale Agreement, the Sale Agreement shall govern.

31. The Applicant and the Authority have executed a Development Impact Project Agreement dated August 23, 1989 for the Project and the Applicant agrees that it shall comply with the provisions of said Development Impact Project Agreement.

32. The obligations of the Applicant under this Agreement other than the Applicant's obligations under the Master Plan and the Development Plans shall terminate on December 6, 2005 (the termination date of the South End Urban Renewal Plan) ("Termination Date"), except for (i) those obligations that are fulfilled prior thereto by payment or action or (ii) those obligations under Paragraph 14 hereof which shall terminate upon the earlier of (x) twenty-five (25) years after the issuance of the applicable Phase Certificate of Occupancy or (y) the date of closing on the applicable Phase Sale. The provisions of this Agreement that relate to the Applicant's obligations under the Master Plan and the Development Plans shall remain in full force and effect, subject, however, to the provisions of Section 23 hereof.

33. All notices or other communications required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer or representative of the Authority and the Applicant, as the case may be, and shall either be hand-delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal

Service, if mailed to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Applicant: Ruggles Center Joint Venture  
c/o Metropolitan/Columbia Plaza Venture  
125 Summer Street  
Boston, MA 02110  
Attn: Mr. Robert L. Green

and

Metropolitan Structures  
111 E. Wacker Drive, Suite 1200  
Chicago, Illinois 60601  
Attn: Harold Jensen and  
David Marc Drew, Esq.

with a copy to: Hale and Dorr  
60 State Street  
Boston, MA 02109  
Attention: Joel H. Sirkin, Esq.

with a copy to: Fitch, Wiley, Richlin & Tourse, P.C.  
75 Arlington Street, Suite 1010  
Boston, MA 02116  
Attn: Fletcher H. Wiley, Esq.

with a copy to: William D. Chin, Esq.  
6 Beacon Street  
Boston, MA 02108

Authority: Boston Redevelopment Authority  
One City Hall Square  
Boston, MA 02201  
Attn: Director

with a copy to: Boston Redevelopment Authority  
One City Hall Square  
Boston, MA 02201  
Attn: Chief General Counsel

34. No grant received under the provisions of Section 1 of Chapter 487 of the Acts of 1980 shall be expended by the Authority until an employment opportunities program for disadvantaged youths

in the Greater Roxbury area of the City has been approved by the Authority and the Applicant and adopted for any improvements being constructed pursuant to such grant. Such program shall in any event comply with the provisions of any grant agreement between the Authority and the Commonwealth of Massachusetts.

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

Approved as to Form: BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil  
Chief General Counsel  
Boston Redevelopment  
Authority

By: Stephen Coyle, Director

RUGGLES CENTER JOINT VENTURE,  
a Massachusetts general partnership

By: METROPOLITAN STRUCTURES, an  
Illinois general partnership, a  
general partner

By: Metco Properties, an Illinois  
limited partnership, general  
partner

By: \_\_\_\_\_  
a General Partner

By: COLUMBIA PLAZA ASSOCIATES, a  
Massachusetts general partnership, a  
general partner

By: Ruggles-Bedford Associates  
Limited Partnership, a  
Massachusetts limited  
partnership, a general partner

By: Ruggles-Bedford  
Associates, Inc., a  
Massachusetts corporation,  
its general partner

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: Chinese Investment Limited  
Partnership, a Massachusetts  
limited partnership, a  
general partner

By: Chinese Investment Group,  
Inc., a Massachusetts  
corporation, its general  
partner

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: METROPOLITAN/COLUMBIA PLAZA VENTURE,  
a Massachusetts general partnership,  
a general partner

By: Metropolitan Structures, an  
Illinois general partnership,  
a general partner

By: Metco Properties, an  
Illinois limited  
partnership, general  
partner

By: \_\_\_\_\_  
a General Partner

By: Columbia Plaza Associates, a  
Massachusetts general  
partnership, a general partner

By: Ruggles-Bedford Associates  
Limited Partnership, a  
Massachusetts limited  
partnership, a general  
partner

By: Ruggles-Bedford  
Associates, Inc., a  
Massachusetts  
corporation, a  
general partner

By: \_\_\_\_\_  
Its \_\_\_\_\_



By: Chinese Investment Limited  
Partnership, a Massachusetts  
limited partnership, a general  
partner

By: Chinese Investment Group,  
Inc., a Massachusetts  
corporation, a general  
partner

By: \_\_\_\_\_  
Its: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Boston

\_\_\_\_\_, 1991

Then personally appeared the above-named Stephen Coyle, Director of the Boston Redevelopment Authority, who executed the foregoing Agreement on behalf of the Boston Redevelopment Authority and acknowledged the same to be the free act and deed of said Authority, before me,

\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF ILLINOIS

Cook County, Chicago \_\_\_\_\_, 1991

Then personally appeared the above named \_\_\_\_\_,  
general partner of Metco Properties, who executed the foregoing  
Agreement on behalf of Metco Properties, in its capacity as  
general partner of Metropolitan Structures, in its capacity as  
general partner of Ruggles Center Joint Venture and acknowledged  
the foregoing instrument to be his free act and deed and the free  
act and deed of Metco Properties on behalf of Metropolitan  
Structures in its capacity as general partner of Ruggles Center  
Joint Venture, before me,

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Boston

\_\_\_\_\_, 1991

Then personally appeared the above named \_\_\_\_\_,  
the \_\_\_\_\_ of Ruggles-Bedford Associates,  
Inc., who executed the foregoing Agreement on behalf of Ruggles-  
Bedford Associates, Inc., in its capacity as general partner of  
Ruggles-Bedford Associates Limited Partnership, in its capacity as  
general partner of Columbia Plaza Associates, in its capacity as  
general partner of Ruggles Center Joint Venture and acknowledged  
the foregoing instrument to be the free act and deed of Ruggles-  
Bedford Associates, Inc. on behalf of Ruggles-Bedford Associates  
Limited Partnership, in its capacity as general partner of  
Columbia Plaza Associates, in its capacity as general partner of  
Ruggles Center Joint Venture, before me,

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Boston \_\_\_\_\_, 1991

Then personally appeared the above named \_\_\_\_\_,  
the \_\_\_\_\_ of Chinese Investment Group, Inc.,  
who executed the foregoing Agreement on behalf of Chinese  
Investment Group, Inc., in its capacity as general partner of  
Chinese Investment Limited Partnership, in its capacity as general  
partner of Columbia Plaza Associates, in its capacity as general  
partner of Ruggles Center Joint Venture and acknowledged the  
foregoing instrument to be the free act and deed of Chinese  
Investment Group, Inc. on behalf of Chinese Investment Limited  
Partnership, in its capacity as general partner of Columbia Plaza  
Associates, in its capacity as general partner of Ruggles Center  
Joint Venture, before me,

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF ILLINOIS

Cook County, Chicago \_\_\_\_\_, 1991

Then personally appeared the above named \_\_\_\_\_,  
general partner of Metco Properties, who executed the foregoing  
Agreement on behalf of Metco Properties, in its capacity as  
general partner of Metropolitan Structures, in its capacity as  
general partner of Metropolitan/Columbia Plaza Venture, in its  
capacity as general partner of Ruggles Center Joint Venture and  
acknowledged the foregoing instrument to be his free act and deed  
and the free act and deed of Metco Properties on behalf of  
Metropolitan Structures, in its capacity as general partner of  
Metropolitan/Columbia Plaza Venture, in its capacity as general  
partner of Ruggles Center Joint Venture, before me,

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Boston

\_\_\_\_\_, 1991

Then personally appeared the above named \_\_\_\_\_, the \_\_\_\_\_ of Ruggles-Bedford Associates, Inc., who executed the foregoing Agreement on behalf of Ruggles-Bedford Associates, Inc., in its capacity as general partner of Ruggles-Bedford Associates Limited Partnership, in its capacity as general partner of Columbia Plaza Associates, in its capacity as general partner of Metropolitan/Columbia Plaza Venture, in its capacity as general partner of Ruggles Center Joint Venture and acknowledged the foregoing instrument to be the free act and deed of Ruggles-Bedford Associates, Inc. on behalf of Ruggles-Bedford Associates Limited Partnership in its capacity as general partner of Columbia Plaza Associates, in its capacity as general partner of Metropolitan/Columbia Plaza Venture, in its capacity as general partner of Ruggles Center Joint Venture, before me,

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Boston

\_\_\_\_\_, 1991

Then personally appeared the above named \_\_\_\_\_,  
the \_\_\_\_\_ of Chinese Investment Group, Inc.,  
who executed the foregoing Agreement on behalf of Chinese  
Investment Group, Inc., in its capacity as general partner of  
Chinese Investment Limited Partnership, in its capacity as general  
partner of Columbia Plaza Associates, in its capacity as general  
partner of Metropolitan/Columbia Plaza Venture, in its capacity as  
general partner of Ruggles Center Joint Venture and acknowledged  
the foregoing instrument to be the free act and deed of Chinese  
Investment Group, Inc. on behalf of Chinese Investment Limited  
Partnership, in its capacity as general partner of Columbia Plaza  
Associates, in its capacity as general partner of Metropolitan/  
Columbia, in its capacity as general partner of Ruggles Center  
Joint Venture, before me,

\_\_\_\_\_  
Notary Public  
My Commission Expires: