

**CONTRACT BETWEEN THE CITY OF BOSTON AND
RESIDENTIAL TOWER OWNER, LP
PURSUANT TO SECTION 6A OF CHAPTER 121A OF THE
MASSACHUSETTS GENERAL LAWS**

This Contract executed as of the 15th day of June, 2017, under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of the Commonwealth of Massachusetts, is by and between Residential Tower Owner, LP, a Delaware limited partnership (hereinafter called the "**Owner**") and the City of Boston, a municipal corporation of the Commonwealth of Massachusetts (hereinafter called the "**City**").

WITNESSETH THAT:

WHEREAS, Boston Garden Development Corp. and Boston Properties Limited Partnership caused to be filed with the Boston Redevelopment Authority (the "**Authority**") an Application for Authorization and Approval by the Authority of a Project Under Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960, each as amended, dated September 3, 2013, revised on October 22, 2013 and updated on December 6, 2013 (collectively, the "**Application**"), with respect to a mixed-use development of approximately 1,870,000 square feet on a parcel of land more particularly described on **Exhibit A** attached hereto (the "**Project Area**");

WHEREAS, such Application was approved by the Authority by vote on December 19, 2013, adopting a certain Report and Decision (the "**Report and Decision**");

WHEREAS, the Mayor of the City approved the Authority's approval on December 20, 2013;

WHEREAS, the vote of the Authority and the approval of the Mayor of the City were filed with the office of the City Clerk on December 20, 2013 (the "**Approval Date**");

WHEREAS, pursuant to that certain Memorandum Specifying Effective Date of Report and Decision for Boston Garden Project, entered into by and between the Authority and Owner on November 16, 2015, the effective date of the Report and Decision is January 1, 2015;

WHEREAS, following acquisition of the portion of the Project Area described on **Exhibit A-1** attached hereto (the "**Residential Tower Project Area**" or "**Residential Tower Parcel**"), the Owner entered into a ground lease of the Residential Tower Project Area (the "**Ground Lease**") with Residential Tower Developer LLC, an affiliate of the Owner (the "**Developer**") for development of a Residential Tower including planned 440 (and potentially up to 497) dwelling units (the "**Residential Tower**");

WHEREAS, the City and the Owner desire to enter into this contract (this "**Contract**").

NOW, THEREFORE, the Owner and the City agree, effective as January 1, 2017 (the "**Effective Date**"), as follows:

RESIDENTIAL TOWER
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1. The Owner hereby agrees with the City that, subject to paragraph 8 hereof, all activities of the Owner will be undertaken in accordance with the provisions of Chapter 121A as now in effect, and the Report and Decision, including without limitation the Minimum Standards for the Financing, Construction, Maintenance and Management of the Project referenced therein (collectively, the “**Approval**”), which are incorporated herein by reference. Such activities of the Owner will include acquisition of the Residential Tower Project Area, leasing the Residential Tower Project Area to the Developer, and causing the Residential Tower to be constructed, maintained and managed.
2. Subject to the provisions and limitations of this Contract, the Owner will pay to the Department of Revenue of the Commonwealth of Massachusetts (“**DOR**”), for each calendar year during the Term of this Contract, the urban redevelopment excise required under Section 10 of Chapter 121A (the “**Excise Tax**”). For purposes of calculating the Excise Tax only, the term “**Gross Revenue**” shall mean only the revenues received by the Owner, and shall not include income received by any Tenant or Subtenant of the Owner.
3. Subject to the provisions and limitations of this Contract, the Owner will pay to the City, with respect to each calendar year during the Term of this Contract (and a pro-rated gap payment as described in Section 9 with respect to any portion of a calendar year following the expiration or earlier termination of the Term of this Contract), the amount (the “**Differential**”), if any, by which the following amounts (the “**Contract Amount**”) exceed the Excise Tax for such calendar year:
 - a. During the Term of the Contract the Contract Amount payable with respect to the Residential Tower shall be as set forth in **Exhibit C**.
 - b. Any personal property within the Project that is owned by entities other than the Owner is not subject to this Agreement or the exemption granted pursuant to M.G.L. c. 121A.

Payments to the City, by and through its Collector- Treasurer, of any Differential for each calendar year and partial year during the Term of this Contract shall be made by no later than April 1 of the following year. Because the Differential payment is made with respect to the preceding calendar year, no Differential payment is due under this Contract until April 1 of the year following the calendar year during which construction of the Residential Tower commences.

4. The Owner shall file with the Assessing Department by February 1st of each calendar year beginning on February 1, 2018, and continuing until February 1st of the first calendar year following the year during which construction of the Residential Tower has been completed and occupied (“**Construction Completion**”) the information set forth in **Exhibit B**, certified by an authorized representative of the Owner. On February 1st of the

calendar year following Construction Completion, and each year thereafter during the Term of this Contract, the Owner shall file a response to the information request attached as **Exhibit D**. Further, the Owner shall file with the Assessing Department and the Collector-Treasurer of the City by April 1st of each calendar year during the Term of this Contract a certified copy of the Owner's urban redevelopment excise tax return for the preceding calendar year as filed with the DOR.

5. The Owner hereby authorizes the Commissioner of Assessing, or a representative of the Commissioner designated in writing, to examine from time to time all urban redevelopment excise tax returns and attachments thereto filed by the Owner with the DOR by the Owner. No further evidence of this authorization shall be required. In addition, the Owner shall provide to the City a copy of any filing made to the DOR within 30 days of such filing. For all payments made to the DOR, the Owner will provide a detailed breakdown indicating what portions of the payment, if any, were for penalties or interest, including the ward and parcel number to which those payments were applied.
6. Any Overpayment (as defined below) by the Owner with respect to any calendar year shall be refunded by the City to the Owner within sixty (60) days of the sending of a written notice to the City by the Owner of the discovery of such overpayment, and only if the Overpayment is not due to the Owner's failure to provide the financial information required by this contract or to the Owner's intentional provision of misleading financial information. In the event that the amount of any Overpayment is not refunded prior to the date on which the next payment by the Owner becomes due under this Contract, the Owner shall, notwithstanding anything else herein to the contrary, be entitled to offset the amount of such Overpayment against such next payment. For purposes of this Contract, an Overpayment by the Owner with respect to any calendar year shall include: (A) amounts paid by the Owner to the Commonwealth of Massachusetts with respect to the Residential Tower pursuant to Sections 10, 15 and 18C of Chapter 121A which exceed for such calendar year the Contract Amount; and (B) any amounts paid by the Owner to the City as real estate taxes pursuant to Massachusetts General Laws, Chapter 59 with respect to the Residential Tower for any period during which this Contract is in effect, whether assessed to the Owner or to any predecessor in title of the Owner; and (C) amounts paid as a different or additional tax resulting from the replacement of the current method of assessment of real estate taxes, in whole or in part, by a different method or type of tax or the imposition of an additional type of tax to supplement the current method of assessing real estate taxes, in either case upon the Owner, the Developer, the tenant(s), subtenant(s) and/or subsubtenants of the Owner, the Developer, or the Residential Tower (such different or additional tax, for example, would include a general or a specific assessment, user fee, tax on real estate rental receipts or any other tax imposed on or required to be collected and paid over by the Owner, the Developer under the Ground Lease, or subtenants thereof for the privilege of doing business in the City, for the employ of employees in the City or for the consummation of sales in or from the City or levied against real estate or upon the owners or users of real estate as such rather

than persons generally for any period during which this Contract is in effect); and (D) any amounts paid by the Owner in excess of amounts actually due as a result of calculation error, inaccurate information, inadvertent mistake or other cause.

7. The Assessing Department hereby determines, in accordance with the seventh paragraph of Section 10 of Chapter 121A, that the fair cash value (the "FCV") of the real and personal property constituting the Residential Tower, as of the Effective Date, and for each succeeding January 1 during the Term of this Contract, shall be the amount which, when used in the computation of the Excise Tax for or with respect to the previous calendar year, would result in an Excise Tax no greater than the Contract Amount due for such prior calendar year. Additionally, said FCV won't exceed the Chapter 59 fair market value of the property as of the January 1 preceding the FCV date, as determined in accordance with Exhibit C. The Assessing Department agrees to certify as to each of the foregoing FCV dates and amounts to the Department of Revenue and the Owner on or before March 1 of each year during such periods, pursuant to the second paragraph of Section 10 of Chapter 121A. The Owner may contest said valuations as provided under said Section 10.
8. The obligations of the Owner under this Contract and the Report and Decision are conditioned in all respects upon (i) the acquisition of the Residential Tower Project Area by the Owner; (ii) the execution of the ground lease described in the Report and Decision; (iii) the issuance of all permissions, variances, exceptions, permits and licenses which may be required with respect to the construction, maintenance and management of the Residential Tower; and (iv) the Residential Tower being exempt from taxation under Section 10 of Chapter 121A as provided in the Report and Decision. The Owner shall not be held in any way liable for delays which may occur in the construction, repair and maintenance of the Residential Tower, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the Owner's reasonable control. The Owner agrees to use reasonable efforts to cause all such permissions, variances, exceptions, permits and licenses to be secured and all such delays to be overcome.
9. This Contract shall continue for a term (the "Term") commencing on the Effective Date, and terminating on December 31, 2029, or such earlier date as the Contract shall be sooner terminated, including, without limitation, pursuant to any rights the Owner has under the Report and Decision to seek to terminate the status of the Residential Tower as a 121A project. After termination, the Residential Tower shall not be subject to the obligations of Chapter 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions, and obligations of this Contract as provided in Chapter 121A; provided, however, the deviations and permissions granted by the Authority pursuant to the Report and Decision, shall survive such termination and shall remain in effect.

Notwithstanding the foregoing, upon termination of this Contract the Owner shall pay or cause to be paid a gap payment to cover the time period between the termination date and

the date the Residential Tower becomes taxable pursuant to Chapter 59 of the General Laws. The gap payment shall be equal to the Contract Amount that would have been paid for such period if the Residential Tower had remained subject to this Contract. The gap payment for the year during which this Contract terminates shall be payable on or before April 1 of the year following the year in which the Contract terminates. An additional gap payment, if any, for the first six (6) months of the year following the year in which this Contract terminates shall be payable on or before June 30 of the year following the year in which this Contract terminates. Unless the Contract is terminated prior to the expiration of the Term on December 31, 2029, the gap payment shall cover the time period between January 1, 2030 and June 30, 2030.

10. The Owner and the City agree that, without mutual consent, any amendment subsequent to the delivery of this Contract of any of the provisions of Chapter 121A of the General Laws or of Chapter 652 of the Acts of the 1960 or of the Rules, Regulations and Standards now applicable to the Residential Tower shall not affect this Contract.
11. All notices required or permitted pursuant to this Contract shall be in writing, signed by a duly authorized officer or representative of the City or the Owner, as the case may be, and shall be either 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 three (3) business days after 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:

The Owner:

Residential Tower Owner, LP
c/o Boston Garden Development Corp.
100 Legends Way
Boston, MA 02114
Tel: (617) 624-3051
Fax: (617) 624-3061
Attention: Christopher Maher, Vice President

with copies to:

Boston Properties Limited Partnership
800 Boylston Street, 19th Floor
Boston, MA 02199
Tel: (617) 236-3491
Fax: (617) 536-4233
Attention: Michael A. Cantalupa, Senior Vice President- Development

and

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Tel: (617) 570-1371
Fax: (617) 649-1417
Attention: Martin R. Healy, Esq.

The City:

City of Boston Assessing Department
One City Hall Square, Room 301
Boston, MA 02201
Attn: Commissioner

Each party may designate a different address provided that notice of said change is given by delivery to the other party. Any such notice shall be deemed given as of the date such notice is (i) delivered to the party intended, (ii) delivered to the then designated address of the party intended, (iii) sent by a nationally recognized overnight courier or by United States Certified Mail, return receipt requested, postage prepaid and addressed to the then designated address of the party intended.

12. The provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each and every obligation and condition contained in this Contract, in the Approval or in any agreement or undertaking relating to the Approval is and shall be construed to apply separately to the owner of any separate portion of the Residential Tower and a default by the owner of any separate portion of the Residential Tower, under the Approval or under any such agreement or undertaking, shall not constitute a default by the owner of another portion or by the Owner. The liability of the undersigned shall be limited solely to its interest in the Project, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the Owner or its successors or assigns (including, without limitation, mortgagees), or any person or entity directly or indirectly holding any interests in any of the foregoing from time to time, shall have or be subject to any personal liability hereunder. After any termination under Chapter 121A as to the Residential Tower, or transfer of the Residential Tower and the Residential Tower Project Area to another party, or termination or transfer of any portion thereof, each in accordance with the Approval by the Authority or as otherwise approved by the Authority, the Owner shall no longer be subject to the obligations hereof and shall have no further liability hereunder with respect to the Residential Tower or such portion of the Residential Tower, as the case may be, the City agreeing to look solely to such transferee.
13. If any provision of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

RESIDENTIAL TOWER
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[Signatures follow]

EXECUTED as of the 15th day of June, 2017.

RESIDENTIAL TOWER OWNER, LP, a
Delaware limited partnership

By: RESIDENTIAL TOWER OWNER GP,
LLC, a Delaware limited liability company,
its general partner

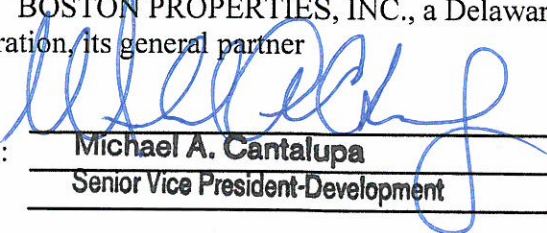
By: RESIDENTIAL TOWER DEVELOPER
LLC, a Delaware limited liability company

Members:

BP RESIDENTIAL JV MEMBER LLC, a
Delaware limited liability company

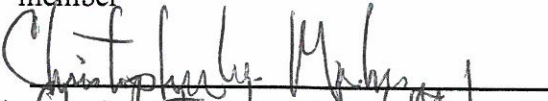
By: BOSTON PROPERTIES LIMITED
PARTNERSHIP, a Delaware limited partnership,
its sole member and manager

By: BOSTON PROPERTIES, INC., a Delaware
corporation, its general partner

By: 
Name: Michael A. Cantalupa
Title: Senior Vice President-Development

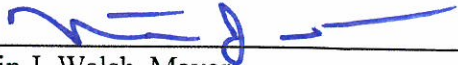
BOSTON GARDEN RESIDENTIAL TOWER
LLC, a Delaware limited liability company

By: BOSTON GARDEN DEVELOPMENT
CORP., a Massachusetts corporation, its
member

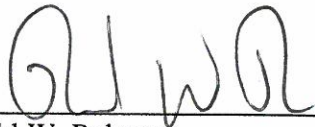
By: 
Name: CHRISTOPHER MAHONEY
Title: Vice President

EXECUTED as a sealed instrument as of the day first above written.

CITY OF BOSTON

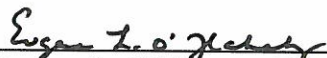

By: 

Martin J. Walsh, Mayor

By: 

Ronald W. Rakow
Commissioner of Assessing

APPROVED AS TO FORM:

Eugene L. O'Flaherty, Esq.
City of Boston Corporation Counsel

EXHIBIT A TO RESIDENTIAL TOWER 6A CONTRACT

Legal Description
Project Area

The Project Site is comprised of (i) a parcel of land with a legal address of 80 Causeway Street containing of 2.035 acres (88,645± square feet) shown as a lot marked "N/F New Boston Garden Corporation, a Delaware North Corporation, LC Confirmation 35699A" on a plan entitled "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, revised October 20, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners, recorded with the Suffolk County Registry of Deeds, in Book 17881, Page End; and (ii) the Legends Way Podium Parcel and Legends Way Tower Parcel, each as more particularly described below:

Legend's Way Podium Parcel

Those certain two parcels shown on a plan entitled "The Hub On Causeway, North Station, Causeway Street, Boston, Massachusetts", prepared by VHB, dated July 7, 2016, Scale 1"=30' (the "Plan") situated on land located northerly of Causeway Street at the private right-of-way known as Legend's Way in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

Legend's Way Podium Parcel (Shown on Sheet Sv-4 of said Plan)

The Parcel consists of the volume of space over Legend's Way Parcel commencing at and lying above the grade of 25.86 feet (the "Lower Elevation") and extending to elevation 133.33 feet (the "Upper Elevation"), all based on "mean sea level" as defined by the National Geodetic Vertical Datum of 1929, within the vertical planes of the perimeter of the above described parcel; in no event shall the within parcel extend below the Lower Elevation or above the Upper Elevation.

Beginning at a point on the northerly sideline of Causeway Street and the westerly sideline of Legend's Way Parcel, said point being the southwest corner of the parcel herein described; thence running

- | | |
|---------------|--|
| N 36°01'51" W | a distance of two hundred one and fifty five hundredths feet (201.55') to a point, by the Former Garden Parcel; thence running |
| N 54°09'24" E | a distance of seven and forty five hundredths feet (7.45') to a point; thence running |
| N 35°50'25" W | a distance of approximately four feet (4'±) to a point, the last two (2) courses by the TD Garden Parcel; thence running |

Northeasterly a distance of sixty eight feet (68'±) to a point; thence running

S 38°46'43" E a distance of approximately two hundred six feet (206'±) to a point, by the
sideline of the Central Artery (I-93); thence running

S 54°02'31" W a distance of eighty five and no hundredths feet (85.00') to the point of
beginning, by the northerly sideline of Causeway Street.

The above described parcel contains 16,459 S.F. according to said Plan.

Legend's Way Podium Parcel (Shown on Sheet Sv-5 of said Plan)

The Parcel consists of the volume of space over Legend's Way Parcel commencing at and lying
above the grade of 133.33 feet (the "Lower Elevation") and extending to elevation 157.33 feet
(the "Upper Elevation"), all based on "mean sea level" as defined by the National Geodetic
Vertical Datum of 1929, within the vertical planes of the perimeter of the above described parcel;
in no event shall the within parcel extend below the Lower Elevation or above the Upper
Elevation.

Commencing at a point on the northerly sideline of Causeway Street and the westerly sideline of
Legend's Way, then northwesterly by the Former Garden Parcel approximately 54 feet to the
point of beginning, said point being the southwest corner of the parcel herein described; thence
running

N 36°01'51" W a distance of approximately one hundred forty eight feet (148'±) to a
point, by the Former Garden Parcel; thence running

N 54°09'24" E a distance of seven and forty five hundredths feet (7.45') to a point; thence
running

N 35°50'25" W a distance of approximately four and forty three hundredths feet (4'±) to a
point, the last two (2) courses by the TD Garden Parcel; thence running

Northeasterly a distance of approximately sixty eight feet (68'±) to a point; thence
running

S 38°46'43" E a distance of approximately ninety seven six hundredths feet (97'±) to a
point, by the sideline of the Central Artery (I-93); thence running

Southwesterly a distance of approximately thirty five feet (35'±) to a point; thence
running

Southeasterly a distance of approximately fifty six feet (56'±) to a point; thence running

Southwesterly a distance of approximately forty four feet (44'±) to the point of beginning.

The above described parcel contains 9,921 S.F. according to said Plan.

Legend's Way Tower Parcel

The Parcel consists of the volume of space over Legend's Way Parcel commencing at and lying above the grade of 157.33 feet (the "Lower Elevation"), based on "mean sea level" as defined by the National Geodetic Vertical Datum of 1929, within the vertical planes of the perimeter of the above described parcel; in no event shall the within parcel extend below the Lower Elevation.

Beginning at a point on the northerly sideline of Causeway Street and the westerly sideline of Legend's Way Parcel, said point being the southwest corner of the parcel herein described; thence running

N 36°01'51" W a distance of two hundred one and fifty five hundredths feet (201.55') to a point, by the Former Garden Parcel; thence running

N 54°09'24" E a distance of seven and forty five hundredths feet (7.45') to a point; thence running

N 35°50'25" W a distance of approximately four feet (4'±) to a point, the last two (2) courses by the TD Garden Parcel; thence running

Northeasterly a distance of sixty eight feet (68'±) to a point; thence running

S 38°46'43" E a distance of approximately two hundred six feet (206'±) to a point, by the sideline of the Central Artery (I-93); thence running

S 54°02'31" W a distance of eighty five and no hundredths feet (85.00') to the point of beginning, by the northerly sideline of Causeway Street.

The above described parcel contains 16,459 S.F. according to said Plan.

The Owner reserves the right from time to time to substitute, amend or otherwise modify the above descriptions as more accurate site description information is developed.

EXHIBIT A-1 TO RESIDENTIAL TOWER 6A CONTRACT

Residential Tower Parcel

Those certain five parcels shown on a plan entitled “The Hub On Causeway, North Station, Causeway Street, Boston, Massachusetts”, prepared by VHB, dated July 7, 2016, Scale 1”=30’ (the “Plan”) situated on land located northerly of Causeway Street and westerly of the private right-of-way known as Legend’s Way in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

Residential Tower Parcel (Shown on Sheet Sv-4 of said Plan)

The Parcel consisting of the volume of space commencing at and lying at and above the grade of 98.0 feet (the “Lower Elevation”) and extending to elevation 126.0 feet (the “Upper Elevation”), all based on “mean sea level” as defined by the National Geodetic Vertical Datum of 1929, within the vertical planes of the perimeter of the above described parcel; in no event shall the within parcel extend below the Lower Elevation.

Commencing at a point on the northerly sideline of Causeway Street and the westerly sideline of the Legend’s Way Parcel, then southwesterly along the northerly sideline of Causeway Street approximately 416 feet, then northwesterly approximately 42 feet to the point of beginning, said point being the southwesterly corner of the described parcel; thence running

- | | |
|---------------|---|
| Northwesterly | a distance of approximately forty five feet (45’±) to a point; thence running |
| Northeasterly | a distance of approximately twenty one feet (21’±) to a point; thence running |
| Northwesterly | a distance of approximately twenty six feet (26’±) to a point; thence running |
| Northeasterly | a distance of approximately thirty three feet (33’±) to a point; thence running |
| Southeasterly | a distance of approximately fifty four feet (53’±) to a point; thence running |
| Northeasterly | a distance of approximately twenty two feet (22’±) to a point; thence running |
| Southeasterly | a distance of approximately thirteen feet (13’±) to a point; thence running |

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- Southwesterly a distance of approximately five feet (5'±) to a point; thence running
Southeasterly a distance of approximately four feet (4'±) to a point; thence running
- Southwesterly a distance of approximately seventy one feet (71'±) to the point of
beginning.

The above described easement contains 3,651 S.F. according to said Plan.

Residential Tower Parcel (Shown on Sheet Sv-5 of said Plan)

The Parcel consisting of the volume of space commencing at and lying at and above the grade of 126.0 feet (the "Lower Elevation") and extending to elevation 157.33 feet (the "Upper Elevation"), all based on "mean sea level" as defined by the National Geodetic Vertical Datum of 1929, within the vertical planes of the perimeter of the above described parcel; in no event shall the within parcel extend below the Lower Elevation.

Commencing at a point at the intersection of land now or formerly B.R.A. and the TD Garden Parcel, then southeasterly approximately 16 feet to the point of beginning, said point being the northwesterly corner of the described parcel; thence running

- Northeasterly a distance of approximately eighty feet (80'±) to a point; thence running
- Southeasterly a distance of approximately seventy seven feet (77'±) to a point; thence
running
- Southwesterly a distance of approximately three feet (3'±) to a point; thence running
- Southeasterly a distance of approximately one foot (1'±) to a point; thence running
- Southwesterly a distance of approximately twenty feet (20'±) to a point; thence running
- Southeasterly a distance of approximately thirty two feet (32'±) to a point; thence
running
- Southwesterly a distance of approximately two feet (2'±) to a point; thence running
- Southeasterly a distance of approximately twenty feet (20'±) to a point; thence running
- Northeasterly a distance of approximately twenty four feet (24'±) to a point; thence
running
- Southeasterly a distance of approximately zero and four tenths feet (0.4'±) to a point;
thence running

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- Northeasterly a distance of approximately one foot ($1'\pm$) to a point; thence running
- Southeasterly a distance of approximately zero and two tenths feet ($0.2'\pm$) to a point; thence running
- Southeasterly a distance of approximately forty eight feet ($48'\pm$) to a point; thence running
- Southwesterly a distance of approximately eighty feet ($80'\pm$) to a point; thence running
- Northwesterly a distance of approximately one hundred seventy nine feet ($179'\pm$) to the point of beginning.

The above described parcel contains 13,032 S.F. according to said Plan.

Residential Tower Parcel (Shown on Sheet Sv-6 of said Plan)

The Parcel consisting of the volume of space commencing at and lying at and above the grade of 157.33 feet (the "Lower Elevation") and extending to elevation 215.5 feet (the "Upper Elevation"), all based on "mean sea level" as defined by the National Geodetic Vertical Datum of 1929, within the vertical planes of the perimeter of the above described parcel; in no event shall the within parcel extend below the Lower Elevation.

Commencing at a point at the intersection of land now or formerly B.R.A. and the TD Garden Parcel, then southeasterly approximately 16 feet to the point of beginning, said point being the northwesterly corner of the described parcel; thence running

- Northeasterly a distance of approximately eighty feet ($80'\pm$) to a point; thence running
- Southeasterly a distance of approximately seventy seven feet ($77'\pm$) to a point; thence running
- Southwesterly a distance of approximately three feet ($3'\pm$) to a point; thence running
- Southeasterly a distance of approximately one foot ($1'\pm$) to a point; thence running
- Southwesterly a distance of approximately twenty feet ($20'\pm$) to a point; thence running
- Southeasterly a distance of approximately thirty two feet ($32'\pm$) to a point; thence running
- Southwesterly a distance of approximately two feet ($2'\pm$) to a point; thence running
- Southeasterly a distance of approximately twenty feet ($20'\pm$) to a point; thence running

- Northeasterly a distance of approximately twenty four feet (24'±) to a point; thence running
- Southeasterly a distance of approximately zero and four tenths feet (0.4'±) to a point; thence running
- Northeasterly a distance of approximately one foot (1'±) to a point; thence running
- Southeasterly a distance of approximately zero and two tenths feet (0.2'±) to a point; thence running
- Southeasterly a distance of approximately forty eight feet (48'±) to a point; thence running
- Southwesterly a distance of approximately eighty feet (80'±) to a point; thence running
- Northwesterly a distance of approximately one hundred seventy nine feet (179'±) to the point of beginning.

The above described parcel contains 13,032 S.F. according to said Plan.

Residential Tower Parcel (Shown on Sheet Sv-7 of said Plan)

The Parcel consisting of the volume of space commencing at and lying above the grade of 215.5 feet (the "Lower Elevation") and extending to elevation 229.5 feet (the "Upper Elevation"), all above "mean sea level" as defined by the National Geodetic Vertical Datum of 1929, within the vertical planes of the perimeter of the subject parcel described below; in no event shall the within parcel extend below the Lower Elevation or above the Upper Elevation.

Commencing at a point at the intersection of land now or formerly B.R.A and the TD Garden Parcel, then southeasterly by land now or formerly B.R.A. approximately 16 feet to the point of beginning, said point being the northwesterly corner of the described parcel; thence running

- Northeasterly a distance of approximately eighty feet (80'±) to a point; thence running
- Southeasterly a distance of approximately one hundred eighty feet (180'±) to a point; thence running
- Southwesterly a distance of approximately eighty feet (80'±) to a point; thence running
- Northwesterly a distance of approximately one hundred seventy nine feet (179'±) to the point of beginning.

RESIDENTIAL TOWER
EXECUTION COPY

The above described parcel contains 14,307 S.F. according to said Plan.

Residential Tower Parcel (Shown on Sheet Sv-8 of said Plan)

The Parcel consisting of the volume of space commencing at and lying above the grade elevation 229.5 feet (the "Lower Elevation"), all above "mean sea level" as defined by the National Geodetic Vertical Datum of 1929, within the vertical planes of the perimeter of the parcel described below; in no event shall the within parcel extend below the Lower Elevation.

Commencing at a point at the intersection of land now or formerly B.R.A and the TD Garden Parcel, then southeasterly by land now or formerly B.R.A. approximately 16 feet to the point of beginning, said point being the northwesterly corner of the described parcel; thence running

Northeasterly a distance of approximately eighty feet (80'±) to a point; thence running

Southeasterly a distance of approximately one hundred eighty feet (180'±) to a point; thence running

Southwesterly a distance of approximately eighty feet (80'±) to a point; thence running

Northwesterly a distance of approximately one hundred seventy nine feet (179'±) to the point of beginning.

The above described parcel contains 14,307 S.F.

The Owner reserves the right from time to time to substitute, amend or otherwise modify the above descriptions as more accurate site description information is developed.

EXHIBIT B TO RESIDENTIAL TOWER CONTRACT

Information Request During Construction

Exhibit B

Calendar Year 20__ New Construction Information Request

The following information shall be filed with the Commissioner of Assessing by February 1, on an annual basis. The data requested is for the calendar year immediately preceding the February 1 submission date.

General Information

Property Name: _____

Address: _____

1. Land Acquisition Data

| Date of Sale | Grantor | Land Area | Sale Price |
|--------------|---------|-----------|------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

If there are additional parcels, please note in comment section on page.

2. **Demolition Costs:** *(Attach demolition contract).* _____

3. **Site Preparation Costs:** _____

4. **Total Construction Costs:** _____

(Attach construction contract(s) and copy(s) of pro-forma submitted to financing institutions that granted the Construction and /or permanent loan).

5. Building Data:

Complete the following:

5a). Number of floors within the structure _____

5b). Number of basement levels: _____

| Basement Level | Indicate Use (ex. Parking, storage, etc.) |
|----------------|---|
| 1 | |
| 2 | |
| 3 | |
| 4 | |

5c). Number of Parking Spaces: Residential _____ Commercial _____

5d). Residential Rental Information

| Unit Type | Number of Units | | Proposed Range of Rents Per Month | | | |
|--------------|-----------------|------------|-----------------------------------|---------|------------|---------|
| | Market rate | Affordable | Market rate | | Affordable | |
| | | | Minimum | Maximum | Minimum | Maximum |
| 0 BR | | | | | | |
| 1 BR | | | | | | |
| 2 BR | | | | | | |
| 3 BR | | | | | | |
| 4 BR | | | | | | |
| OTHER | | | | | | |
| TOTAL | | | | | | |

5e.) Indicate primary occupancy type for each floor (If apartment complex, include apartment Allocations per floor) gross floor area and net rentable area. Attach another sheet if necessary.

| Floor | Use | Unit Type | Gross Floor Area | Net Rentable Area |
|-------|-----|-----------|------------------|-------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| 20 | | | | |
| 21 | | | | |
| 22 | | | | |
| 23 | | | | |
| 24 | | | | |
| 25 | | | | |
| 26 | | | | |
| 27 | | | | |
| 28 | | | | |
| 29 | | | | |
| 30 | | | | |
| 31 | | | | |

Total Gross Area: Total Rentable Area:

6. Leases/Letters of Intent

Attach list of all leases or letters of intent signed on or before January 1. Include lessee(s) name, base rent, square footage leased, utilities and tax escalators to be paid by lessee.

6a.) Please indicate all leases that have received free rent and/or tenant improvements above building standard. These concessions should include the lease term time period and total amount of free rent, building standard amount and total amount of tenant improvement square foot value above the standard.

6b.) Attach copy(s) of primary lease(s).

7. Building Plan: (Attach copy of building plan or give name of contact person)

8. Attach AIA Document G702: (as of December 31)

Indicate percentage of completion as of January 1. _____ %

9. Addenda: (Please List)

| | |
|----|--|
| A. | |
| B. | |
| C. | |
| D. | |
| E. | |

10. Financing Obtained:

| Date | Amount | Mortgage | Purpose |
|------|--------|----------|---------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

11. Comments:

Affidavit

I hereby declare under oath that the above information and addenda are presented as being true, correct and complete to the best of my knowledge and belief and are submitted under the penalties of perjury

Signature: _____ Date: _____

Print Name: _____ Title: _____

Telephone: _____ E-mail: _____

Return Form to:
City of Boston Assessing Dept.
Room 301, Boston City Hall
Boston, MA 02201

Attn: Commissioner of Assessing

EXHIBIT C TO RESIDENTIAL TOWER 6A CONTRACT

| CALENDAR YEAR | CONTRACT AMOUNT |
|-------------------|---|
| 2017 through 2029 | An amount equal to the amount of any real estate and personal property taxes that would have been paid to the City under M.G.L. c. 59 as amended or any successor statute**, with respect to the Residential Tower Parcel and personal property of the Owner, if such property were not subject to M.G.L. c. 121A |

** For the purposes of this Contract, an “amount equal to the amount of any real estate and personal property taxes that would have been paid to the City under M.G.L. c. 59 as amended or any successor statute” will utilize a valuation date of the January 1 initiating said payment schedule’s calendar year. Additionally, to determine the applicable tax rate, the City will average the tax rates for the two fiscal years contained within the payment schedule’s calendar year. For example, the Contract Amount for calendar year 2022, which would due and payable on April 1, 2023: (a) would be based upon a Chapter 59-derived value of the Residential Tower Parcel as of January 1, 2022, and (b) the residential tax rate applied would be the average of the residential tax rates in effect for fiscal years 2022 and 2023.

EXHIBIT D

Information Request Post-Construction

Exhibit D Calendar Year 20__ Apartment Information Request

The following information shall be filed with the Commissioner of Assessing by February 1, on an annual basis. The data requested is for the calendar year immediately preceding the February 1 submission date.

General Information

Property Name: _____

Address: _____

Residential Rental Information

Provide the following rental information. The effective reporting date is January 1.

In addition, be sure to provide a pro forma income and expense statement, along with a full rent roll.

Also, provide details of any additional income derived from parking operations, billboards or telecommunications leases. The effective reporting date is January 1.

| Unit Type | Number of Units | | Range of Rents Per Month | | | |
|-----------|-----------------|------------|--------------------------|---------|------------|---------|
| | Market-Rate | Affordable | Market-Rate | | Affordable | |
| | | | Minimum | Maximum | Minimum | Maximum |
| 0 BR | | | \$ | \$ | \$ | \$ |
| 1 BR | | | \$ | \$ | \$ | \$ |
| 2 BR | | | \$ | \$ | \$ | \$ |
| 3 BR | | | \$ | \$ | \$ | \$ |
| 4 BR | | | \$ | \$ | \$ | \$ |
| Other | | | \$ | \$ | \$ | \$ |

Other Income

| Amenity Fees | Amenity Type | Monthly Fee | | Annual Income |
|---|--------------|-------------|----|---------------|
| | | Per Unit | | |
| Examples: Pet fees, concierge, storage | | \$ | \$ | |
| | | \$ | \$ | |
| | | \$ | \$ | |

| Parking | Number of Spaces | Monthly Fee | | Annual Income | Valet or Self-Park |
|-------------|------------------|-------------|----|---------------|-----------------------|
| | | | | | |
| Residential | | \$ | \$ | | |
| Commercial | | \$ | \$ | | |

Non-Apartment

| Lessees | Occupancy | Rentable Sq. Ft. | Rent per Sq. Ft. | Lease Basis | Lease |
|---|-----------|------------------|------------------|--------------|------------|
| | | | As of 1-1 | (Gross, NNN) | Start Date |
| Examples: Bank, Restaurant, Office, Storage, Day Care | | | \$ | | |
| | | | \$ | | |
| | | | \$ | | |
| | | | \$ | | |
| | | | \$ | | |

| Telecommunications | Equipment Type | Monthly Fee | | Annual Income |
|--------------------|----------------|-------------|----|---------------|
| | | | | |
| | Antenna | \$ | \$ | |
| | Satellite Dish | \$ | \$ | |
| | Other | \$ | \$ | |

Expenses

Provide the property expense information for the prior calendar year. Provide the actual annual costs to operate the building on an accrual basis; do NOT use "budgeted" or projected expense amounts.

| Category | Annual Amount | Explanation |
|---|---------------|---|
| Administrative | | Includes management/ administrative payroll, supplies, legal, & general services. |
| Security | | Includes all Security costs, payroll, supplies. |
| Cleaning | | Includes cleaning, payroll, supplies, contracts, trash /waste removal, windows, (also cleaning of HVAC equipment). |
| Repairs and Maintenance (R & M) | | Includes R&M payroll, materials, supplies; includes R&M related to elevators, HVAC, electrical, plumbing, supplies and misc. expenses; building exterior, grounds, landscaping; snow removal. |
| Utilities | | Includes building utilities expense, including heat, electric, tenant electric, gas, oil, water, sewer charges, plus other utility costs. |
| Advertising | | Includes all Advertising costs related to Leasing of space. |
| Building Insurance | | Includes annual building insurance cost. (Does not include any Workman's Comp premiums). |
| Parking / Valet Expenses | | Includes all costs related to parking and valet operations. |
| Total Operating Expense | | Includes Total Annual Operating Costs for building. Does NOT include any real estate Taxes, Depreciation, Mortgage payments, interest, property Liens, installment loans or unrelated fees. |
| Replacement Reserves | | Include those annual amounts actually set aside by Owner for future replacement of short-lived assets. |
| Extraordinary Expenditures (describe below) | | Include large capital expense items, necessary for the continued operation of the building. Describe the item, cost, and the approx number of years of expected, economic (useful) life. |
| | | |
| | | |
| | | |

Comments

Please provide an overview of the building's operations during the prior calendar year.

Affidavit

I hereby declare under oath that the above information and addenda are presented as being true, correct and complete to the best of my knowledge and belief and are submitted under the penalties of perjury

Signature: _____ Date: _____

Print Name: _____ Title: _____

Telephone: _____ E-mail: _____

Return Form to:
 City of Boston Assessing Dept.
 Room 301, Boston City Hall
 Boston, MA 02201
 Attn: Commissioner of Assessing