

AGREEMENT BY AND BETWEEN THE CITY OF BOSTON

AND

QMG HUNTINGTON LIMITED PARTNERSHIP

**Pursuant to Section 6A of Chapter 121A of the
Massachusetts General Laws**

This Agreement (“Agreement”) made this 24th day of MARCH, 2020, under Sections 6A, 10, 15, and 18C of Chapter 121A of the General Laws of the Commonwealth of Massachusetts is by and between QMG HUNTINGTON LIMITED PARTNERSHIP, a Massachusetts limited partnership, (hereinafter referred to as the “Owner”) and the CITY OF BOSTON, a municipal corporation of the Commonwealth of Massachusetts (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, the Owner as the “Applicant” has caused to be filed with the Boston Redevelopment Authority d/b/a the Boston Planning & Development Agency (the “BPDA”), an Application dated October 13, 2017, as corrected on October 30, 2017 (the “First Application”) under the provisions of said Chapter 121A of the Massachusetts General Laws and Chapter 652 of the Acts of 1960, as amended (collectively, “Chapter 121A”) for approval of a project, as more particularly described in the First Application (the “Project”);

WHEREAS, as more particularly described in the First Application, the Project comprises the construction of a mixed-use building located at 252 and 258 Huntington Avenue, Boston, MA (the “Tower Parcel”), containing: (i) up to 426 residential units at the third through 32nd stories, served by a first- and second-story lobby and amenity space, as well as an underground, accessory parking garage for up to 114 vehicles (the “Residential Component”); (ii) up to 7,500 sf of retail/restaurant/services space on the first two stories (the “Retail Component”); and (iii) 14,000 sf of cultural space on the first two stories, with direct access to and from the adjacent Huntington Avenue Theatre (the “Cultural Component”). The Residential Component, Retail Component, and Cultural Component are each referred to as a “Project Component”;

WHEREAS, the Tower Parcel constitutes the entire project area under the Applications (as defined below) (the “Project Area”);

WHEREAS, as noted in the Applications, the Project Area will be transferred to the Owner;

WHEREAS, prior to its construction of any portion of the Project, Owner will enter a ground lease of its interest in the Project Area under a ground lease (the “Ground Lease”) to QMG Huntington LLC, a Massachusetts limited liability company (the “Ground Tenant”), to enable Ground Tenant to develop, manage and operate the Project;

WHEREAS, upon completion of the construction of the Project, the Ground Tenant will enter into a sublease with Huntington Theatre Company, Inc., a Massachusetts non-profit corporation or its affiliate/assignee (“HTC”) the terms of which require the Ground Tenant to deliver the Cultural Component to HTC in shell and core condition for future fit-out by HTC for a term of 100 years at a nominal rent (the “Sublease”);

WHEREAS, the BPDA adopted that certain Report and Decision on the First Application by Certificate of Vote and Approval on December 14, 2017 (the “Report and Decision”);

WHEREAS, the Mayor of the City of Boston approved the BPDA’s Certificate of Vote and Approval approving said Report and Decision on December 15, 2017;

WHEREAS, the BPDA’s Certificate of Vote and Approval and the approval of the Mayor were filed with the Office of the City Clerk for the Report and Decision on December 22, 2017 and such approval became final and binding pursuant to the provisions of Chapter 121A (the “Original Approval”);

WHEREAS, the Owner as the “Applicant” filed with the BPDA an Application dated July 30, 2018, as corrected on August 11, 2018 (the “Second Application”) with respect to an ownership change for the Project;

WHEREAS, the BPDA adopted that certain First Amendment to Report and Decision on the Second Application by Certificate of Vote and Approval on August 16, 2018 (the “First Amendment”);

WHEREAS, the Mayor of the City of Boston approved the BPDA’s Certificate of Vote and Approval approving said First Amendment on August 17, 2018;

WHEREAS, the BPDA’s Certificate of Vote and Approval and the approval of the Mayor were filed with the Office of the City Clerk for the First Amendment on August 17, 2018 (the “First Amendment Approval”) and such First Amendment Approval became final and binding pursuant to the provisions of Chapter 121A (the First Application and Second Application are collectively referred to as the “Applications”) (the Report and Decision and First Amendment are collectively referred to as the “Amended Report and Decision”) (the Original Approval and First Amendment Approval are collectively referred to as the “Approvals”); and

WHEREAS, pursuant to the provisions of Chapter 121A, the City and the Owner have determined to enter into this Agreement with regard to the Project.

NOW, THEREFORE, in consideration of the foregoing recitals and the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City agree, effective as of “Effective Date (as defined below):

1. The Owner hereby agrees with the City that, subject to Section 8, below, all activities of the Owner will be undertaken in accordance with the Applications, the provisions of Chapter 121A as now in effect, the minimum standards for the financing, construction, maintenance, and management of the Project set forth in the Applications (the “Minimum Standards”), and the terms and conditions set forth in the Amended Report and Decision

of the BPDA approving the Project, consenting to the designation of the Owner as a Chapter 121A entity and authorizing the Owner and Ground Tenant to undertake the Project, which are incorporated herein by reference. Such activities of the Owner will include, without limitation, (i) the Owner's entry into the Ground Lease with Ground Tenant, and (ii) the Ground Tenant's entry of the Sublease with HTC with respect to the Cultural Component, and the delivery of the Cultural Component in shell and core condition to HTC or its affiliate/assignee and the construction and operation of the Project in accordance with the Applications submitted by Ground Tenant on behalf of Owner.

2. (a) Subject to the provisions and limitations of this Agreement, the Owner will pay to the Commonwealth of Massachusetts Department of Revenue or any successor department or agency ("DOR"), for each calendar year during which the Owner is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the urban redevelopment excise required under Section 10 of Chapter 121A (the "Excise Tax"), provided however than in no event shall HTC or its affiliate/assignee be held liable for any payment of excise tax to the Commonwealth of Massachusetts due to its sublease, use and occupancy of the Cultural Component as described herein.

(b) Subject to the provisions and limitations of this Agreement, the Owner will pay to the City with respect to each calendar year or portion thereof thereafter during which the Owner is subject to Chapter 121A, and has the benefit of the real estate tax exemption provided thereunder, an amount (the "Differential Amount") equal to the difference between: (i) the amounts set forth on Exhibit A and Exhibit B hereto (the "Contract Amount"), and (ii) the Excise Tax paid.

For purposes of calculating the Excise Tax only, the term "Gross Income" shall mean only the revenues received by the Owner, and shall not include the income received by any Ground Tenant of the Owner.

On or before March 1st of each year the City shall notify the Owner of the Contract Amount as determined by the City in Accordance with Exhibit A and Exhibit B.

All payments to the City shall be made on or before April 1st of each year. Late payments will bear interest at the rate equal to the rate charged for delinquent real estate accounts by the City's Collector-Treasurer pursuant to M.G.L. c. 60. The City shall have all rights and remedies available to it for the collection of the Contract Amount in the event the Owner breaches its duty to pay.

Without limitation of the foregoing, Ground Tenant, HTC and its affiliates/assignees, tenants, subtenants and other occupants of the Project, and other persons or entities occupying or using the improvements of which the Project is a part, may pay amounts associated with their use and occupancy (including, without limitation, reimbursements and payments for common area maintenance, management, imposts, operating expenses and related fees) directly to the landlord/licensor under their leases, subleases, occupancy agreements or other applicable agreements, which amounts shall not be included in the Gross Income.

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.

(c) Payment of amounts due hereunder shall be equitably prorated for any partial year during the periods set forth in this Section including any payments made to cover the time period prior to the Effective Date under this Agreement with respect to M.G.L. c. 59 taxes paid by the Owner. Payment to the City of any Differential Amount shall be made by no later than April of each calendar year in which such a payment is due.

3. (a) The Owner shall file with the Commissioner of Assessing and the BPDA by February 1st, following the end of each calendar year during which this Agreement is in effect, a certification of the actual gross floor area of the Cultural Component constructed or under construction as of the preceding January 1st. Further the Owner shall file with the Commissioner of Assessing and the Collector-Treasurer of the City by April 1st of each calendar year during which this Agreement is in effect: (i) a certified copy of the Owner's urban redevelopment excise tax return for the preceding calendar year as filed with DOR; (ii) a statement of profit and loss, a balance sheet and a statement of receipts and disbursements for the Project for the preceding calendar year; and (iii) audited financial statements for the Owner for the preceding calendar year.

(b) In addition to the above, for any calendar year noted on Exhibit A during which the Contract Amount is based on an amount equal to the amount of any real estate taxes that would have been paid to the City under M.G.L. c. 59, as amended, or any successor statute (the "Chapter 59 Equivalent"), the Owner shall file with the Commissioner of Assessing responses to the information request attached to this Agreement as Exhibit C ("Information Request"). The Information Request shall be filed with the Commissioner of Assessing by February 1 following the end of an applicable calendar year. If the Information Request is not filed with the Commissioner of Assessing by February 1, the City will make its best efforts to estimate a Chapter 59 Equivalent and this estimate will be final and binding. In the event that information in the Information Request is not based on audited financials, this will be noted in the Information Request, and audited financials covering the relevant time period will be submitted to the Commissioner of Assessing no later than July 1.

4. The Owner shall allow the Commissioner of Assessing, or a representative of the Commissioner designated in writing, to examine all Excise Tax Returns and all attachments thereto filed by the Owner with the DOR.

5. Any overpayment by the Owner with respect to any calendar year with respect to the Project ("Overpayment") shall be refunded by the City to the Owner as soon as practicable after the sending of a written notice to the City by the Owner of the discovery of such overpayment. Provided notice is received as herein stated, 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 Agreement, the Owner shall be entitled to offset the amount of such Overpayment against such next payment. For the purposes of this Agreement, an Overpayment by the Owner with respect to any calendar year shall include the following, but only to the extent that the following exceed collectively the

Contract Amount for that calendar year: (a) (i) amounts paid by the Owner to the Commonwealth of Massachusetts, the City, or the BPDA with respect to the Project pursuant to Sections 10, 15, and 18C of Chapter 121A, or (ii) any amounts paid by the Owner to the City as real estate or personal property tax pursuant to M.G.L. c. 59, as amended, or any successor statutes, with respect to the Project or the Project Area for any period during which this Agreement is in effect; or (b) amounts paid with respect to the Project or the Project Area as a different or additional tax resulting from the replacement of the current method of assessment of real estate taxes, provided however that such Overpayment shall not include the excise imposed by M.G.L. c. 64G, or any different or additional tax which does not result in the actual reduction of the City's real estate tax levy; or (c) any amounts paid by the Owner to the City of Boston with respect to the Project in excess of amounts actually due under this Agreement due to calculation error, inaccurate information or other inadvertent mistake after the end of the Owner's fiscal year on December 31. The notice shall be accompanied by supporting documentation, including but not limited to, ward and parcel number, the date payment was made to the DOR and/or to the City, the Contract Amount and the Excise Tax paid, and copies of both sides of all relevant cancelled checks.

Notwithstanding the foregoing, the City shall not be obligated to refund any Overpayment and/or grant any credit for interest, late fee, penalties or fines that may have been assessed if such Overpayment was due to either the Owner's failure to provide the financial information required by Section 3 of this 6A Contract or to the Owner's intentional provision of misleading financial information.

6. The Assessing Department hereby determines, in accordance with the seventh paragraph of Section 10 of Chapter 121A, that the fair cash value of the real and personal property constituting the Project, as of January 1 as set forth under Exhibit A, and for each succeeding January 1 until and including the year next following the year in which the Owner's property tax exemption under Chapter 121A shall terminate, shall be an amount which, when used in the computation of the Excise Tax for or with respect to the previous calendar year, would not result in an Excise Tax greater than the Contract Amount due for such prior year. The Assessing Department agrees to certify to DOR and the Owner, pursuant to the second paragraph of Section 10 of Chapter 121A, on or before March 1 of each year a fair cash value calculated in accordance with the preceding sentence. The Assessing Department acknowledges that the Project constitutes all the real and personal property of the Owner for which it is required to establish a fair cash value under the provisions of Section 10 of Chapter 121A.
7. The obligations of the Owner under this Agreement, Contract and the Amended Report and Decision are conditioned in all respects upon (a) the acquisition of a fee interest in the Project Area by Owner and the Owner's entry into the Ground Lease with Ground Tenant, (b) the issuance of all permissions, variances, permits and licenses which may be required with respect to the construction, maintenance and management of the Project, whether or not the same were specified in the Applications, and (c) the Project being exempt from taxation under Section 10 of Chapter 121A (the "Conditions"), the date on which the Conditions have been satisfied shall be the "Effective Date" in accordance with

Section K. 7. Of the Amended 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 Project, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damages 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, permits and licenses to be secured and all such delays to be overcome. The Owner shall use reasonable efforts to provide the City with written notice within thirty (30) days of the satisfaction of the Conditions. At the request of either the Owner or the City, the parties shall enter into a letter agreement confirming the date on which the Conditions have been satisfied, the Effective Date and the termination date.

8. The Term of this Agreement shall commence on the Effective Date and expire on the date that is fifteen (15) years from the anniversary of the Effective Date, subject to any rights of the Owner to seek termination of the status of the Project as a Chapter 121A project as provided by law, subject to Section 7, above.

Notwithstanding the foregoing, upon termination of this Agreement 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 Project Area becomes taxable pursuant to Chapter 59 of the General Laws. The gap payment shall be equal to the Contract Amount that would have been made for such period if the Project had remained subject to this Agreement. The gap payment for the balance of the calendar year during which this Agreement terminates shall be payable on or before March 15 of the calendar year following the year in which the Agreement terminates. Such amount for the first six (6) months of the year following the year in which this Agreement terminates shall be payable on or before June 30 of the year following the year in which this Agreement terminates. After termination, the Project 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 Agreement as provided in Chapter 121A; provided, however, the deviations and permissions granted by the BPDA pursuant to the Amended Report and Decision, shall survive such termination and shall remain in effect. The City agrees that if HTC seeks exemption for the Sublease space upon the expiration of the term of this Agreement then the City will review the HTC Sublease space for exemption in accordance with G.L. 186 § 1A and G.L. 59 §5 Clause 3rd.

9. Notwithstanding any language to the contrary in the Applications or any other document entered into between the BPDA and the Owner, no amendment or modification of the terms and conditions of this Agreement shall be binding on the City without the prior written consent of the City. The Owner and the City further agree that, without mutual consent, any amendment subsequent to the delivery of this Agreement of any of the provisions of Chapter 121A of the General Laws or of Chapter 652 of the Acts of 1960 or of the Rules, Regulations and Standards now applicable to the Project shall not affect this Agreement.

10. All notices required pursuant to this Agreement shall be addressed as follows:

If to the City: City of Boston Assessing Department
One City Hall Square, Room 301
Boston, MA 02201
Attn: Commissioner and
Corporation Counsel

If to the Owner: QMG Huntington Limited Partnership
c/o Toll Bros., Inc.
197 First Avenue, Suite 110
Needham, MA 02494
Attn: Bill Lovett

and

QMG Huntington Limited Partnership
c/o Toll Bros., Inc.
250 Gibraltar Road
Horsham, PA 19044
Attn: Charles Elliott

With Copies to: Reuben, Junius & Rose, LLP
171 High Street
Newburyport, MA 01950
Attn: Jared Eigerman, Esq.

and

Nutter, McClennen & Fish LLP
Seaport West
155 Seaport Boulevard
Boston, Massachusetts 02210
Attn: Mary T. Marshall, Esq.

and

Sherin and Lodgen LLP,
101 Federal Street,
Boston, MA 02110,
Attn: Douglas M. Henry, Esq.

Each party may designate a different address provided that notice of said change is first given to the other party. Any such notice shall be deemed given as of the date such notice is (a) delivered to the party intended, (b) delivered to then designated address of the party intended, (c) rejected at then designated address of the party intended, provided such notice was sent prepaid, or (d) sent by nationally recognized overnight courier or by

United States Certified Mail, return receipt requested, postage prepaid and addressed to then designated address of the party intended.


11. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. In the case of the Owner no successor shall benefit from the provisions of this Agreement unless it has been approved by the BPDA. Each and every obligation and condition contained in this Agreement, in the Amended Report and Decision, in the Applications, or in any agreement or undertaking relating to the Amended Report and Decision or the Applications, shall be construed to apply only to the Project. The liability of the undersigned shall be limited solely to its interest in the Project, and no partner, member, venture, trustee, beneficiary, shareholder, officer, director, employee, agent, or the like of the Owner or their respective affiliates, 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 or under any agreement or undertaking related hereto or required hereby. After any termination under Chapter 121A as to the Project, or authorized transfer of the Project and the Project Area to another party, or termination or transfer of any portion thereof, each in accordance with the Amended Report and Decision of the BPDA, the Applications or as otherwise approved by the BPDA, the Owner shall no longer be subject to the obligations hereof and shall have no further liability hereunder with respect to the Project or such portion of the Project, as the case may be, the City agreeing to look solely to such transferee.
12. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to the other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, provided that the substantive economic terms of this Agreement are not materially altered.

[The remainder of this page is intentionally left blank. Signature pages follow.]


Executed as a sealed instrument the day and year first above written.

APPROVED AS TO FORM:


CITY OF BOSTON



Eugene L. O'Flaherty
Corporation Counsel

By: 

Martin J. Walsh
Mayor

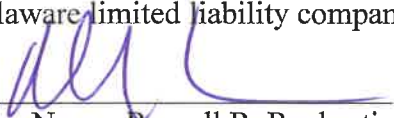
By: 

Nicholas P. Ariniello
Commissioner of Assessing

QMG HUNTINGTON LIMITED PARTNERSHIP,
a Massachusetts limited partnership

By: QMG HUNTINGTON, LLC,
a Massachusetts limited liability company

By: Huntington GP Holdco, LLC,
a Delaware limited liability company

By: 

Name: Russell R. Rochestie
Title: Authorized Signatory

Limited Joinder

The undersigned, being the Ground Tenant joins in the foregoing Agreement solely for the purpose of agreeing to submit to the Owner and to the Commissioner of Assessing the information required by Sections 2, 3 and 4 of the foregoing Agreement, as and when required by said Sections 2, 3 and 4. By the execution of this Agreement the City acknowledges and agrees that neither such joinder, nor the performance of the undertaking made herein, shall subject the undersigned to the provisions of Chapter 121A, including without limitation the Regulatory Agreement, and that only the Owner is an entity subject to said Chapter 121A with respect to the Project.

This Limited Joinder shall be binding upon and inure to the benefit of the City, the Owner and Ground Tenant and their respective successors and assigns.

Ground Tenant:

QMG HUNTINGTON, LLC,
a Massachusetts limited liability company

By: Huntington GP Holdco, LLC,
a Delaware limited liability company

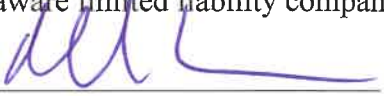
By: 
Name: Russell R. Rochestie
Title: Authorized Signatory

EXHIBIT A

CONTRACT AMOUNTS FOR RESIDENTIAL AND RETAIL COMPONENTS

Calendar Year 1 ¹	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A ² . For example, for Calendar Year 2018 this amount will be prorated for the portion of the Calendar Year 2018 that the property is covered by this Agreement in accordance with Section 2(c).
Calendar Year 2	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A.
Calendar Year 3	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A.
Calendar Year 4	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A.

1. A “year” for the purposes of this Agreement shall run from January 1 through December 31.
2. For the purposes of this Agreement any “amount equal to the amount of any real estate 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 January 1 following the end of a payment 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 year. For example, payment year 2019 will be based on a Chapter 59 derived value of the property as of 1/1/2020 and the tax rate applied to the Chapter 59 derived value will be the average of the applicable fiscal year 2019 tax rate and the applicable fiscal year 2020 tax rate.

Calendar Year 5	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A.
Calendar Year 6	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A.
Calendar Year 7	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A.
Calendar Year 8	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A.
Calendar Year 9	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A.
Calendar Year 10	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A.
Calendar Year 11	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A.

Calendar Year 12	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A.
Calendar Year 13	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A.
Calendar Year 14	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A.
Calendar Year 15	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A.
Calendar Year 16	An amount equal to the amount of any real estate 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 Component and the Retail Component, if such parcels were not subject to M.G.L. c. 121A. For Calendar Year 16 this amount will be prorated for the portion of the Calendar Year 16 that the property is covered by this Agreement in accordance with Section 2(c).

EXHIBIT B

CONTRACT AMOUNTS FOR CULTURAL COMPONENT

Calendar Year 1 ³	\$1 per Square Foot of Cultural Space ⁴ . For example, for Calendar Year 2018 this amount will be prorated for the portion of the Calendar Year 2018 that the property is covered by this Agreement in accordance with Section 2(c).
Calendar Year 2	\$1 per Square Foot of Cultural Space.
Calendar Year 3	\$1.04 per Square Foot of Cultural Space.
Calendar Year 4	\$1.08 per Square Foot of Cultural Space.
Calendar Year 5	\$1.12 per Square Foot of Cultural Space.
Calendar Year 6	\$1.16 per Square Foot of Cultural Space.
Calendar Year 7	\$1.21 per Square Foot of Cultural Space.
Calendar Year 8	\$1.26 per Square Foot of Cultural Space.
Calendar Year 9	\$1.31 per Square Foot of Cultural Space.

3. A “year” for the purposes of this Agreement shall run from January 1 through December 31.

4. For the purposes of this Agreement the Cultural Space square footage will be calculated according to the actual “gross floor area” (as defined in the Boston Zoning Code) of the Cultural Component that is constructed or under construction as of the January 1 following the end of a payment year.

Calendar Year 10	\$1.36 per Square Foot of Cultural Space.
Calendar Year 11	\$1.41 per Square Foot of Cultural Space.
Calendar Year 12	\$1.47 per Square Foot of Cultural Space.
Calendar Year 13	\$1.53 per Square Foot of Cultural Space.
Calendar Year 14	\$1.59 per Square Foot of Cultural Space.
Calendar Year 15	\$1.65 per Square Foot of Cultural Space.
Calendar Year 16	\$1.72 per Square Foot of Cultural Space. For Calendar Year 16 this amount will be prorated for the portion of the Calendar Year 16 that the property is covered by this Agreement in accordance with Section 2(c).

EXHIBIT C

INFORMATION REQUEST TO BE INSERTED