LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY

AND

THE ANTHEM GROUP, INC.

This License Agreement (the "Agreement", "License" or "Interim License Agreement") is made as of the 13/2022 day of April, 2022 by and between the BOSTON

REDEVELOPMENT AUTHORITY (hereinafter, the "Licensor," "BPDA" or "Boston Redevelopment Authority"), a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, d/b/a Boston Planning & Development Agency with a principal place of business located at One City Hall Square, Boston, Massachusetts 02201-1007, and its successors and assigns, and THE ANTHEM GROUP, INC. (hereinafter, the "Licensee" or "Concessionaire"), a Massachusetts corporation with a principal place of business located at One Nelson Terrace Suite D, Melrose, MA 02176, and its successors and assigns. Hereinafter, the Licensor and the Licensee shall collectively be referred to as the "Parties," and each individually as a "Party."

WITNESSETH:

WHEREAS, the BPDA owns land totaling 16.22 acres, obtained by the BPDA from the United States of America (hereinafter referred to as the "USA") as surplus property, that includes Shipyard Park in the Charlestown Navy Yard, and deeded to the Boston Redevelopment Authority now d/b/a Boston Planning & Development Agency on May 25, 1979. Said quitclaim deed is attached and hereinafter referred to as Exhibit A;

WHEREAS, a covenant of the deed states "The property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes as they are described herein, subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior";

WHEREAS, the National Park Service, Federal Lands to Parks Program is the designated representative of the Secretary of the Interior for the approval of concession agreements;

- WHEREAS, Licensor and Licensee acknowledge the property is improved with funding from the Land and Water Conservation Fund and will comply with all terms and conditions of the LWCF Manual and LWCF Grant No. 25-00221 and all subsequent amendments. Said LWCF Grant No. 25-00221 is attached and hereinafter referred to as Exhibit B;
- WHEREAS, in 2018, the BPDA issued the Activation of the Charlestown Navy Yard Waterfront Request for Proposals ("RFP") to solicit proposals from qualified parties to enter into short-term license agreement(s) to activate the waterfront and watersheet of the Charlestown Navy Yard ("CNY");
- WHEREAS, the BPDA received six (6) proposals on or before the September 14, 2018 deadline;
- WHEREAS, the six (6) submitted proposals were subsequently put forth for public review and comment in a BPDA public meeting held on December 12, 2018;
- WHEREAS, the BPDA concluded its community comment period for the six (6) submitted proposals on December 31, 2018, but that comment period was extended until January 11, 2019;
- WHEREAS, four (4) of the six (6) submitted proposals were deemed appropriate to bring to the community for further review and were discussed at a BPDA informational meeting held on February 27, 2019;
- WHEREAS, the Licensee submitted one of the four (4) proposals deemed appropriate to bring to the community and its proposal was further discussed at the BPDA informational meeting held on February 27, 2019;
- WHEREAS, on March 14, 2019, the BPDA Board voted to authorize the Director of the BPDA to execute a license agreement with the Licensee for the use of Shipyard Park in the CNY for community-oriented arts and health/wellness programming, food trucks, beer and wine offerings, and other activation purposes;
- WHEREAS, from May 2019 through December 2019 and pursuant to a license agreement with the BPDA, the Licensee offered community-oriented arts and health/wellness programming, food trucks, beer and wine offerings, and other activation purposes at Shipyard Park in the CNY;
- WHEREAS, on March 12, 2020, the BPDA Board voted to authorize the Director of the BPDA to execute a new license agreement with the Licensee through January 1, 2021 for the use of the Licensed Premises to offer community oriented arts and health/wellness programming, food trucks, beer and wine offerings, and other activation purposes on terms and conditions as are determined by the Director to be in the best interest of the BPDA, and substantially consistent with those in the Board Memorandum submitted on March 12, 2020;

- WHEREAS, from June 2020 through December 2020 and pursuant to a license agreement with the BPDA, the Licensee offered community-oriented arts and health/wellness programming, food trucks, beer and wine offerings, and other activation purposes at Shipyard Park in the CNY;
- WHEREAS, on January 14, 2021, the BPDA Board voted to authorize the Director of the BPDA to execute a new license agreement with the Licensee through January 1, 2022 for the use of the Licensed Premises to again offer community oriented arts and health/wellness programming, food trucks, beer and wine offerings, and other activation purposes on terms and conditions as are determined by the Director to be in the best interest of the BPDA, and substantially consistent with those in the Board Memorandum submitted on January 14, 2021;
- WHEREAS, from April 2021 through December 2021 and pursuant to a license agreement with the BPDA, the Licensee offered community-oriented arts and health/wellness programming, food trucks, beer and wine offerings, and other activation purposes at Shipyard Park in the CNY;
- WHEREAS, in December 2021, the BPDA issued the Shipyard Park Activation Request for Proposals ("RFP") to solicit proposals from qualified parties to enter into short-term license agreement(s) to activate Shipyard Park in the Charlestown Navy Yard ("CNY");
- WHEREAS, the BPDA received three (3) proposals on or before the January 28, 2022 deadline;
- WHEREAS, the three (3) submitted proposals were subsequently put forth for public review and comment in a BPDA public meeting held on February 8, 2022;
- WHEREAS, the Licensee submitted one of the three (3) proposals deemed appropriate to bring to the community and its proposal was further discussed at the meeting held on February 8, 2022;
- WHEREAS, the BPDA concluded its community comment period for the three (3) submitted proposals on February 25, 2022;
- WHEREAS, the Licensee proposes and requests permission from the BPDA to provide community/activation programming and point(s) of sale serving beer and wine at Shipyard Park, as is more particularly shown in **Exhibit C**, attached hereto and made a part hereof (hereinafter referred to as the "Licensed Premises");
- WHEREAS, the BPDA is satisfied that provision of additional services and facilities at Shipyard Park is in the BPDA's best interest;
- WHEREAS, on March 10, 2022, the BPDA Board voted to authorize the Director of the BPDA to execute an interim license agreement with the Licensee through December 31,

2022 for the use of the Licensed Premises to again offer community oriented arts and health/wellness programming, food trucks, beer and wine offerings, and other activation purposes on terms and conditions as are determined by the Director to be in the best interest of the BPDA, and substantially consistent with the terms and conditions set forth in the license agreement with The Anthem Group, Inc. executed on March 23, 2021;

WHEREAS, on March 10, 2022, the BPDA Board also voted to authorize the Director of the BPDA to execute a new License Agreement (the "Superseding License Agreement") with The Anthem Group, Inc. for the use of Shipyard Park within the Charlestown Navy Yard for activation purposes on terms and conditions as are determined to be in the best interest of the BPDA, and substantially consistent with the Board Memorandum submitted at the Board meeting held March 10, 2022;

WHEREAS, the Parties expect that the Superseding License Agreement will be executed by September 2022 for a term expiring on or about March 31, 2025;

WHEREAS, upon execution of the Superseding License Agreement, the Superseding License Agreement will replace this Interim License Agreement; and

WHEREAS, while the Parties finalize the Superseding License Agreement, the Parties seek to enter into this Interim License Agreement for a term expiring on December 31, 2022.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt, adequacy, and sufficiency of which is hereby acknowledged by the Parties hereto prior to the execution, sealing, and delivery of this Agreement, and the mutual promises herein contained, Licensor and Licensee, intending to be legally bound, hereby agree as follows:

1. Permitted Uses and Purposes.

- (a) <u>Use of Licensed Premises</u>. The Licensee and its employees, agents, contractors, subcontractors, participants, guests, visitors and invitees may enter upon, occupy and use the Licensed Premises only for the following non-exclusive uses and purposes ("Licensed Uses") and for no other uses or purposes:
 - (i) Community/activation programming, and including any use pertaining to the maintenance, storage and waste management related to such community/activation programming. "Community/activation programming" shall be open to anyone who lives, works or visits the CNY and is expected to include the following: (I) educational activities; (II) exercise classes and health/wellness programming; (III) performing and visual arts activities; (IV) temporary art exhibits; (V) farmers market or similar marketplace gatherings; (VI) temporary seating; (VII) food trucks; and (VIII) lawn games or similar low-impact interactive games. All such community/activation programming contemplated herein shall occur within the Licensed Premises identified in Exhibit C. Further, any such

- community/activation programming shall be in accordance with final plans approved in advance by the BPDA's Director of Real Estate or his/her designee, said approval not to be unreasonably withheld.
- (ii) Point(s) of sale serving beer and wine authorized by a license issued by the Licensing Board of the City of Boston, and including any use pertaining to the maintenance, storage and waste management of the point(s) of sale. All point(s) of sale serving beer and wine authorized by this paragraph shall occur within the Licensed Premises identified in Exhibit C, and be confined solely to the area authorized by the license issued by the Licensing Board of the City of Boston. The Licensee shall place visible A-frame signs indicating that no beer or wine is permitted outside the Licensed Premises. Further, any such point(s) of sale serving beer and wine shall be in accordance with the final plans approved in advance by the BPDA's Director of Real Estate or his/her designee, said approval not to be unreasonably withheld.
- (b) Permits. Licensee shall, at Licensee's sole cost and expense, obtain all necessary permits, licenses, or other approvals required by any federal, state, county, municipal or other governmental agency to operate the Licensed Premises for the uses and purposes described above and shall provide Licensor with a copy of all such permits, licenses and approvals prior to Licensee's occupancy of the Licensed Premises.
- (c) Compliance with Law. Licensee shall use the Licensed Premises in strict compliance with any and all applicable laws, ordinances, rules, regulations, covenants and other requirements of any federal, state, county, municipal or other governmental agency. Without limiting the generality of the foregoing, Licensee expressly agrees and acknowledges that Licensor shall comply with any and all applicable laws, ordinances, rules, regulations, orders, covenants, guidelines and other requirements related to COVID-19, including but not limited to any such laws, ordinances, rules, regulations, orders, covenants, guidelines, and other requirements issued by the City of Boston, and the Commonwealth of Massachusetts. It is the Licensee's responsibility to remain apprised of any and all applicable laws, ordinances, rules, regulations, orders, guidelines and other requirements throughout the term of this Agreement. Licensor shall not be liable to Licensee for any costs or lost revenue associated with compliance with any applicable law, ordinance, rule, regulation, covenant or other requirement.

Should the Licensor or any federal, state, county, municipal or other governmental agency determine that Licensee's use of the Licensed Premises is not in compliance with all applicable laws, ordinances, rules, regulations, covenants or other requirements, the Licensee shall take immediate steps to come into compliance with all applicable laws, ordinances, rules, regulations, orders, covenants, guidelines, or other requirements. If the Licensee fails to cure or

otherwise come into compliance with any applicable laws, ordinances, rules, regulations, orders, covenants, guidelines, or other requirements of any federal, state, county, municipal or other governmental agency within five (5) days after delivery of written notice from the Licensor or any federal, state, county, municipal or other governmental agency, such failure shall be considered a material default and ground for immediate suspension by the Licensor. In the event of such suspension, the suspension shall remain in effect until the Licensee remedies such noncompliance to the satisfaction of the Licensor, or any federal, state, county, municipal or other governmental agency (as applicable).

Notwithstanding anything to the contrary in this Agreement, if the Licensor, in its reasonable and sole discretion, determines that: (i) the Licensee's compliance with any applicable laws, ordinances, rules, regulations, orders, covenants, guidelines, or other requirements of any federal, state, county, municipal or other governmental agency is infeasible; or (ii) any further failure to comply with applicable laws, ordinances, rules, regulations, orders, covenants, guidelines or other requirements of any federal, state, county, municipal or other governmental agency presents unacceptable risk of liability to the Licensor, the Licensee may terminate this License upon five (5) hours' notice to the Licensee.

- 2. <u>License Term</u>. The term of this License (the "License Term") shall be for the period commencing upon full execution of this Agreement and expiring on December 31, 2022.
- 3. <u>License Fee.</u> The Licensee Fee shall be paid monthly during the License Term, and shall be calculated as follows. The Licensee Fee shall be the sum of: (1) a base monthly fee of Three Thousand Dollars (\$3,000.00) (the "Base Monthly Fee"); and (2) fifteen percent (15%) of the previous month's gross receipts generated from the commercial activity operated on the "Licensed Premises" (the "Gross Receipt Monthly Fee"). The License Fee shall be due on the 15th of every month. The first License Fee payment shall be due on March 15, 2022 (and include a Gross Receipt Monthly Fee based on December 2021 gross receipts generated from the commercial activity on the "Licensed Premises") and the last License Fee payment shall be due on January 15, 2023. The term "commercial activity" shall include all food and beverage sales, including alcohol. When paying the monthly License Fee, the Licensee shall submit a report of the previous month's gross receipts for all commercial activity. Failure to timely pay the monthly License Fee or include a report of the previous month's gross receipts for all commercial activity may be deemed a breach of this Agreement.

Notwithstanding the above paragraph, the Gross Receipt Monthly Fee may be reduced or waived entirely if the Licensee is suspended by the Licensor, terminated by the Licensor, or expends funds for Licensor-approved public activation. For any funds expended for Licensor-approved public activation, the Licensee will receive a credit for such funds up to 100% of the Gross Receipt Monthly Fee. In addition to receiving the written preapproval of the Licensor, the public activation must fall into one of two categories:

- (a) Public Programming. Defined as activation programming that is free and open to the public that has been approved in writing by the Licensor in advance. All such public programming must allow any and all members of the public to be able to participate at no charge. This public programming can include educational tours, community gatherings like movie nights and theater performances, exercise classes, farmers markets, clean-up days, and any other activity that promotes social interaction and/or has an educational component that is freely and openly available to all.
- (b) Physical Enhancement of the Public Realm. Defined as an improvement to: any (i) permanent fixture, (ii) temporary improvement, or (iii) landscape enhancement that improves CNY public property that has been approved in writing by the Licensor in advance. Examples of Physical Enhancement(s) of the Public Realm likely to meet approval include lighting fixtures, art exhibits, seasonal or permanent plantings, historical interpretive signage, walkway or Harborwalk improvements, or "tactical urbanism" exhibits. Physical Enhancement(s) of the Public Realm shall not include improvements made to any private property or improvements that would generally be necessary for the Licensed Uses. Physical improvements or equipment purchased by the Licensee but reimbursed by the Licensor via the Gross Monthly Fee Deduction shall become the property of the Licensor upon the termination of this Agreement.

Before the Licensor shall deduct a Licensor-approved public activation expense from the Gross Monthly Fee, the Licensee must submit a detailed invoice of the expense to the Licensor. Upon review and approval of the expenses, the Licensor shall credit such expenses up to 100% of the Gross Receipt Monthly Fee. To the extent such expenses exceed 100% of the Gross Receipt Monthly Fee, those expenses may be credited towards future Gross Receipt Monthly Fee(s). To the extent such expenses exceed 100% of the Gross Receipt Monthly Fee(s) for the License Term, the Licensee will not receive any further credit or reimbursement. In no event shall a Licensor-approved public activation expense be deducted from the Base Monthly Fee.

The Licensee may invite third-party vendors, including food truck vendors fully licensed by the City of Boston, to enter the Licensed Premises for uses authorized under this Agreement. Any sales conducted by such third-party vendors (hereinafter, "invitees") shall be considered commercial activity subject to and included within the Gross Receipt Monthly Fee owed by the Licensee and as calculated in this Agreement. To ensure compliance with this paragraph, Licensee agrees: (i) to provide Licensor with a copy of any and all agreements with any invitees as part of Licensee's monthly reports required by Section 5 of this Agreement; and (ii) to provide Licensor with sales information from any invitees as part of Licensee's monthly reports required by Section 5 of this Agreement.

To the extent the Licensee receives a common victualler license from the City of Boston to serve food on the Licensed Premises, any sales conducted pursuant to such common

victualler license shall be considered commercial activity subject to the Gross Receipt Monthly Fee calculation, as defined herein.

4. Operating Schedule. The Licensed Uses shall be prepared and opened by a date to be agreed upon with the Licensor. A calendar of planned programming has been submitted by the Licensee and approved by the BPDA; a copy of the calendar is attached to this Agreement as Exhibit D. Should the Licensee be required or compelled to change the schedule or close during the hours it is scheduled to operate, the Licensee must give notice to the BPDA Director of Real Estate or his/her designee. During the License Term, Licensee shall submit a bi-weekly report/update to the BPDA's Director of Real Estate or his/her designee to request new events and makes changes to the pre-approved calendar.

Notwithstanding the above, the wine and beer point(s) of sale hours of operation shall be from 11:00 a.m. to 11:00 p.m., Monday through Sunday. If the authorizing license issued by the Licensing Board of the City of Boston allows for service of beer and wine past 11:00 p.m., point(s) of sale operations may stay open later, but not without the prior written consent of the BPDA.

Community/activation programming that occurs without wine or beer may be permitted to begin as early as 9:00 a.m. with the prior written consent of the BPDA.

5. Accounting and Reporting. The Licensee shall provide monthly reports, and an end of the License Term report to the BPDA's Director of Real Estate or his/her designee reasonably detailing the Licensed Uses, as well as the gross costs of and gross revenues from those efforts. The reports shall include a statement of all revenues and expenses arising from all Licensed Uses along with a brief narrative describing the impact of the Licensed Uses. Such reports shall be in the form of a financial statement (or, if available, an audited financial statement).

With respect to all matters covered by this Agreement, Concessionaire's records and documents shall be subject at all times to inspection review or audit by the BPDA. Concessionaire will supply the BPDA any documentation that may be needed by the BPDA to file required compliance reports to the Secretary of the Interior or his/her delegated representative, NPS.

The Licensee acknowledges that any expense incurred in providing the above-described reports shall be paid by the Licensee. The Licensee further acknowledges that the failure to provide the required information shall be a breach of this Agreement.

6. Advertising and Marketing.

(a) The Licensee must obtain the BPDA's Director of Real Estate or his/her designee's pre-approval for all on-site advertising, including advertising directly related to the Licensed Uses authorized herein. Advertising on the Licensed

Premises and on any equipment, furniture, umbrellas, etc., shall be kept to a reasonable amount and size.

- (b) The Licensee, in its advertisements, signs, as well as oral representations, shall not misrepresent in any respect the facilities provided or the status of the Licensee, or the condition of the Licensed Premises. The fact that the Licensed Premises and the Licensed Uses are in partnership with the BPDA shall be included in any brochures and advertising of the Licensed Premises or the Licensed Uses thereon.
- (c) The BPDA may require that the Licensee limit competing advertisement at the request of a sponsor for certain events or certain periods of time.
- (d) The Licensee shall post the names and prices of products sold by the Licensee within the Licensed Premises on printed signage or price lists. Such signage shall be provided by the Licensee at its sole expense, and must be clearly posted at all points of sale at all times. Any fees charged by the Concessionaire must be reasonable so as not to deny participation by the general public and must be approved by the BPDA.
- (e) The Licensee shall withdraw any advertising or desist from any promotional activity, upon request from the BPDA, should the BPDA determine that such advertising or promotional activity is inappropriate or exceeds the authorized conditions of use.
- 7. Charges for Utility Services. Licensee shall pay the Licensor a flat fee of One Hundred Dollars (\$100.00) per month for use of utility services at the Licensed Premises.
- 8. <u>Improvements</u>. No buildings or structures shall be erected on, no fixtures shall be installed on, and no other improvements or alterations shall be made to, the Licensed Premises without the Licensor's prior written consent; such consent shall not be unreasonably denied. Furthermore, no signs (other than those required by law) shall be placed upon the Licensed Premises without the Licensor's prior written consent.

Subject to the prior written approval of the BPDA, the Licensee shall post, install and maintain conspicuous, on-site signs signage indicating that the Licensed Premises shall remain open to the public during all Licensed Uses. More specifically, the on-site signage shall indicate the Licensed Premises and the activation and programming offered thereon is free and open to the general public.

All improvements, including temporary fencing or patio furniture, require prior approval of BPDA Urban Design prior to installation.

9. Maintenance and Repair.

(a) <u>Maintenance of Licensed Premises</u>. The Licensee shall be solely responsible for the costs associated with all maintenance, security, repairs and other services arising out of its use of the Licensed Premises. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

Such maintenance shall include, without limitation, removing litter, trash, debris or other disposable materials generated by the Licensee and/or its agents, participants, guests and/or invitees. The Licensee shall leave the Licensed Premises in at least as good condition as received at the beginning of the License Term, normal wear and tear from permitted uses excepted.

Licensee is responsible for procuring separate trash and recycling services for the Licensed Premises. Separate trash and recycling receptacles must be maintained by the Licensee within the Licensed Premises. With prior Licensor authorization, the dumpster area adjacent to the Licensed Premises may be used to store Licensee trash and recycling storage.

- (b) Protection of Abutting Public Ways. In addition to the foregoing, Licensee shall, at its sole cost and expense, take adequate precautions to protect all existing walks, roads, streets, utilities, pipes, curbs, pavements, fencing, hydrants, signs, trees, and plantings on or adjacent to the Licensed Premises and shall repair and replace or otherwise make good as directed by the Licensor, any damage caused by Licensee, its employees, agents, contractors or invitees, to such walks, roads, streets, utilities, pipes, curbs, pavements, fencing, hydrants, signs, trees or plantings. All streets and sidewalks shall be kept free of all debris and equipment to provide safety and minimum inconveniences to the public.
- (c) <u>Maintenance within the Licensed Premises</u>. Licensee shall be responsible for cleaning and removing any trash or debris within the Licensed Premises and the area immediately surrounding the Licensed Premises. This cleaning and removal shall occur daily during and at the conclusion of any Licensed Uses.
 - (i) Licensee is required to perform daily and nightly clean-up of the Licensed Premises.
- (d) <u>Gates and Fencing</u>. Licensee shall, at its sole cost and expense, install, maintain and repair in satisfactory condition all gates and fencing necessary during the License Term, as determined by Licensor.
- (e) <u>Bathroom Facilities</u>. The provision of appropriate and sufficient bathroom facilities and the maintenance and daily cleaning thereof shall be the sole responsibility of the Licensee.

10. Condition of the Licensed Premises.

- (a) <u>Licensed Premises "As Is."</u> Licensee has inspected the condition of the Licensed Premises and accepts the Licensed Premises in its "as is" condition as of the date of this License, and will not, at any time, make any claim that the Licensed Premises or structures thereon are not in suitable repair or condition for the uses and purposes of this License, nor will the Licensee at any time make any claim for damage arising from or consequent upon any repairs that Licensor or Licensee may perform or cause to be performed or in consequence of the occupancy of the Licensed Premises by Licensee.
- (b) No Representations or Warranties. Licensor has not made any representation or warranty as to the condition of the Licensed Premises or its suitability for any particular use or as to any other matter affecting this License.
- Hazardous Materials. Licensee shall not use, generate, store, or dispose of, or permit 11. the use, generation, storage, leakage or disposal of Hazardous Materials on or about the Licensed Premises. If Licensee breaches its obligations under this Section, Licensor may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Licensee's use, generation, storage, leakage or disposal of Hazardous Materials. Licensee shall defend, indemnify, and hold harmless Licensor and its representatives and agents from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees and cost of cleanup and remediation) arising from Licensee's failure to comply with these provisions. The term "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any law relating to pollution or the protection or regulation of human health, natural resources or the environment, or poses or threatens to pose a hazard to the health or safety of persons on the Licensed Premises. This indemnity provision shall survive termination or expiration of this License.

12. Insurance.

- (a) Types and Amounts of Insurance. Licensee shall, at its sole cost and expense, purchase and maintain during the License Term the following types of insurance in the amounts indicated or in such greater amounts as Licensor deems necessary:
 - (i) Commercial General Liability insurance insuring Licensor and Licensee against all claims and demands for personal injury and property damage, including Premises/Operation, Products/Completed Operations Liability, Contractual, Board Form Property Damage, and Personal/Advertising Injury in the amount of One Million Dollars (\$1,000,000.00) per

- occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate limit per location;
- (ii) Workers Compensation insurance in statutory amounts as required under G.L. c. 152 (the Workers' Compensation Law) covering any of Licensee's employees performing work at the Licensed Premises, and the employees of any of Licensee's contractors, subcontractors, and agents engaged in performing work at the Licensed Premises, all in accordance with the Workers' Compensation Law;
- (iii) Automobile Liability (Any Auto/Hired/Non-owned) for One Million Dollars (\$1,000,000.00) combined single limit;
- (iv) Umbrella Liability excess of General Liability, Employer's Liability, Auto Liability and Liquor Liability for Three Million Dollars (\$3,000,000.00) each occurrence; and
- (v) Liquor Liability coverage in an amount of One Million Dollars (\$1,000,000.00) per occurrence (as necessary).

(b) General Conditions of Insurance.

- (i) The Boston Redevelopment Authority will be named as an additional insured on all policies except Workers' Compensation and Employer's Liability.
- (ii) Above insurance shall be primary and non-contributory over any such insurance available to the Boston Redevelopment Authority and their officials, employees, and volunteers.
- (iii) Waiver of Subrogation will be included with respect to all coverages listed above in favor of the Boston Redevelopment Authority. The Workers' Compensation Policy must be specifically endorsed and noted as such in the required certificate.
- (iv) Commercial General Liability insurance will state that no act or omission of Licensee shall invalidate the policy as to the Boston Redevelopment Authority.

Licensee shall furnish to Licensor certificates evidencing such insurance policies. Licensee shall not commence or continue to perform any work at the Licensed Premises unless Licensee has obtained, and is maintaining in full force and effect, all required insurance, and until all insurance certificates have been filed evidencing the specific insurance coverage required.

- (c) <u>Form.</u> All insurance policies to be obtained in accordance with the foregoing shall be in the form and written by companies satisfactory to the Licensor.
- (d) <u>Insurance Provisions</u>. The insurance policies to be obtained in accordance with the foregoing, shall include the following provisions:
 - (i) that the insurance afforded to these additional insureds shall be primary insurance, and that if the additional insureds have other insurance which might be applicable to any loss, the amount of insurance provided under Licensee's policies of insurance shall not be reduced or prorated by the existence of other insurance;
 - (ii) either designating Licensor as the insured or denying to the insurer acquisition by subrogation of rights of recovery against Licensor to the extent that the rights have been waived by the Licensee prior to the occurrence of loss or injury pursuant to this Section 12 or Section 13 below;
 - (iii) that no act or omission of Licensee shall invalidate the policy as to Licensor, and no act or omission of Licensor shall invalidate the policy as to Licensee;
 - (iv) that no obligation on the part of Licensor, direct or indirect, is to be construed beyond the License Term; and
 - (v) that if, either Licensee's agreement herein to insure or to name Licensor as additional insured with respect to contractual liability assumed by the Licensee under the terms of this License or otherwise or any contract of insurance between the Licensee and its insurance company, shall to any extent be or be determined to be void or unenforceable, then it is the intention of the parties that such circumstances shall not otherwise affect the validity or enforceability of the Licensee's agreements under this Section 12 nor the validity or enforceability of such contract of insurance, each of which shall be enforced to the fullest extent permitted by law.
- 13. <u>Indemnification</u>. Licensee shall indemnify and save harmless the Boston Redevelopment Authority, its officers, employees, agents and representatives, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses, judgments and costs of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of Licensee, its employees, agents, contractors, subcontractors, visitors, guests, invitees or any and all other persons or entities dealing with Licensee in any way in the occupancy and use of the Licensed Premises. At the request of the Boston Redevelopment Authority, Licensee shall initiate and complete all activities, including any legal

proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands. The provisions of this Section 13 shall not, in any way, be limited by the provisions of any other Section herein. The provisions of this Section 13 shall survive the termination of this License.

Licensee acknowledges that the Boston Redevelopment Authority makes no guarantees or promises as to the security of any property stored upon or within the Licensed Premises. The Licensee accepts the Licensed Premises "as is" and agrees to bear, in its entirety, any and all risk associated with the use and storage of private property within the Licensed Premises.

14. **Default and Termination**.

- (a) <u>Default</u>. Failure to pay any charges to be paid hereunder, or material failure to comply with any other provision of the License within five (5) days after delivery of written notice from the Licensor to the Licensee, shall constitute a default hereunder and thereafter Licensor may terminate this License and remove Licensee from this Licensed Premises, provided however that no notice shall be necessary to terminate this License in the event the default arises out of a failure of Licensee to maintain insurance required hereunder. In the event of such termination, Licensee shall surrender the Licensed Premises peacefully, and shall not oppose or contest eviction proceedings when notified to vacate or when notified that this License has been terminated.
- (b) Emergencies. Licensor may suspend Licensee's rights under the License immediately if, in Licensor's sole and absolute discretion, a public safety emergency exists that requires said suspension, whether said public safety emergency is caused by Licensee or other circumstances beyond the control of the Licensor or Licensee. Licensor and Licensee shall cooperate to minimize to the extent reasonably possible the nature, extent and duration of the emergency requiring the suspension.
- (c) <u>Unilateral termination</u>. The Licensor unilaterally terminates this License upon five (5) days written notice to the Licensee for any cause whatsoever and specifying the date of termination.
- (d) Surrender of Licensed Premises. Upon the expiration or earlier termination of this License, Licensee shall vacate the Licensed Premises and remove from the Licensed Premises at its sole cost and expense, all of its equipment, supplies, furnishings, and other personal property, including property of its invitees and shall further, at the request of Licensor, restore the Licensed Premises to its original condition as of the date of this License, at Licensee's sole cost and expense, to the satisfaction of Licensor. Licensee shall, at its sole cost and expense, repair any damage to the Licensed Premises. In the event that Licensee fails or neglects to remove its property or that property of its invitees from the

Licensed Premises, restore the Licensed Premises to its original condition, and/or repair any damage to the Licensed Premises as herein required, Licensor shall have the right to do so at the sole cost and expense of Licensee. Any property not removed from the Licensed Premises shall, at Licensor's option, become the property of the Licensor. The provisions of this Section 14(c) shall survive the termination of this License.

15. Acknowledgement.

This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the deed from the United States of America to the Boston Redevelopment Authority, dated May 15, 1979, and recorded at the Suffolk County Registry of Deeds at Book 9182, Page 134, and the current Program of Utilization which governs the use of the property. Violations of the said terms and conditions may be grounds for reversion to the United States of America, at its discretion and termination of this Agreement. Concessionaire owned personal and real property improvements associated with the real property, may be subject to seizure, without compensation, by the USA.

16. Notices. All demands, notices, consents or approvals to be made hereunder shall be in writing and shall be deemed delivered hereunder if mailed postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the addresses first set forth above, or to such other address as may be specified by either of the parties in writing:

If to Licensee:

The Anthem Group, Inc. One Nelson Terrace Suite D Melrose, MA 02176

If to Licensor:

Boston Redevelopment Authority d/b/a Boston Planning & Development Agency One City Hall Square, 9th Floor Boston, Massachusetts 02201-1007 Attention: Director

With a copy to:

Boston Redevelopment Authority d/b/a Boston Planning & Development Agency One City Hall Square, 9th Floor Boston, Massachusetts 02201-1007

Attention: General Counsel

- 17. <u>Brokerage</u>. Licensee acknowledges that it has had no involvement in this real estate transaction with a real estate brokerage firm. Licensee covenants to pay, hold harmless, and defend Licensor against any and all loss, cost, expense, or liability incurred by Licensor for any compensation, commissions, and charges claimed by any broker or agent with respect to this License or any extension thereof.
- 18. <u>Licensee Manager</u>. The Licensee must provide the Licensor with contact information for on-site manager(s) that will be present during all applicable hours of operation. This must include a phone number by which the on-site manager will be accessible to immediately address concerns or issues which arise during operations. The Licensee shall provide this information to other appropriate parties as identified by the BPDA.
- 19. Noise. The Licensee shall be aware of and abide by all applicable noise requirements in the CNY. Further, no amplified music will be allowed prior to 11:00 a.m. without the prior written consent of the BPDA. Any amplified music or sound during operation hours must be quiet enough not to disturb nearby residents or businesses. Accordingly, any amplification should not be audible beyond the Licensed Premises. Further and in consultation with the BPDA, the Licensee shall create and implement a process by which it will respond to any complaints concerning noise.
- 20. <u>Security</u>. Licensee acknowledges that it is solely responsible for providing appropriate security during any Licensed Uses. Before any Licensed Uses commence on the Licensed Premises, the Licensee shall provide the BPDA with an acceptable and detailed security plan.

21. Miscellaneous.

- (a) <u>No Waste</u>. Licensee shall not commit or suffer waste or impairment of the Licensed Premises.
- (b) Parking. Licensee shall be awarded one (1) parking spot, with placard, next to the Licensed Premises to be used for the servicing of the point(s) of sale, and programming. Licensee shall not permit any of its employees or invitees to park motor vehicles on public right-of-ways adjacent to the Licensed Premises, or on the Licensed Premises, without the written consent of the BPDA's Director of Real Estate or his/her designee.
- (c) <u>Terry Ring Road</u>. Licensee is permitted to block traffic to the end of Terry Ring Road, as set forth in **Exhibit C**. Traffic may only be blocked while Licensee operates the Licensed Premises; further, blocks must be removed daily. Blocks must be easily moveable to allow Licensor access to the maintenance shed at all times.

- (d) Assignment and Subletting. Concessionaire shall not assign this Agreement or any interest therein, nor let or sublet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or underlet shall be grounds for termination of Agreement by the BPDA or possible reversion by the USA. The Licensee covenants that it will not occupy or otherwise use the Licensed Premises, nor allow it to be occupied or used for any purposes other than those listed herein, nor in any way to occupy or use the property in other than a proper or fitting matter, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
- (e) <u>Liens Against the Licensed Premises</u>. Licensee shall not allow any liens or other charges to be placed, filed or recorded against the Licensed Premises. If any lien or charge is filed, Licensee shall, as soon as possible, have such lien canceled or discharged of record, to the satisfaction of Licensor, by payment, bond, court order or otherwise. If Licensee fails to so cancel or discharge any such lien or charge, Licensor may do so at Licensee's sole cost and expense.
- (f) Access to Licensed Premises. Licensee shall allow the Licensor, its employees, authorized agents and/or the Secretary of the Interior's designated representative, NPS at any and all reasonable times to inspect any facility operated under this Agreement.
- Assistance During Emergencies. Licensee shall immediately notify the Boston Police, Boston Emergency Medical Services ("Boston EMS"), Boston Fire Departments, and the Protection Division of the Boston National Historical Park of any emergency requiring their service. Licensee shall transmit all information accurately to the Boston Fire Department, Boston EMS and the Boston Police Department and shall arrange a suitable meeting place in order to expedite the Police, EMS and the Fire Department's entrance to the Licensed Premises. Licensee shall assist and provide backup during any emergency call for medical, fire, evacuation, or crowd control management; and maintain safe and effective evacuation procedures in the event of an emergency. In addition, Licensee shall respond to reported crimes, accidents, injuries and any emergency situation and stand ready to effect an emergency evacuation according to specific orders of City of Boston officials when appropriate.
- (h) Non-Discrimination. Licensee shall not discriminate, nor allow any of its employees, agents, contractors or subcontractors to discriminate, upon the basis of race, color, sex, sexual orientation, creed, or religion in the hiring and employment of workers and/or in providing goods, services, and accommodations to the general public.

- (i) Other costs. Licensee shall provide and assume all costs directly or indirectly related to its use of the Licensed Premises including police, fire, security guards, ambulances, and sanitary services required to insure compliance with all laws, codes and ordinances.
- (j) <u>Commercial use</u>. The Licensee shall not engage, directly or indirectly, in any commercial activities within the Licensed Premises, other than those enumerated in this License without the prior written approval of the Licensor.
- (k) Amendments. This Agreement contains all the terms and conditions between the Parties, and no alteration, amendment, or addition shall be valid unless in writing and signed by both parties with written concurrence by the Secretary of the Interior or his/her designated representative, NPS.
- (l) <u>Captions</u>. The captions are inserted for reference purposes only and shall not be used in any way to interpret, clarify, define, limit or amend the scope or intent of this License or the meaning of any provision of this License.
- (m) <u>Applicable Law</u>. This License shall be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts.
- (n) <u>Severability</u>. If any provision of this License shall to any extent be held invalid or unenforceable, the remainder of this License shall not be deemed affected thereby.
- (o) Entire Agreement. This License and all exhibits attached hereto set forth the entire agreement of the Parties hereto with respect to the subject matter contained herein.
- (p) <u>Counterparts</u>. This License may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
- (q) Relationship of the Parties. The Licensor shall not be responsible for any loss, injury, or damage to persons or property in or about the Licensed Premises relating directly or indirectly to this License. The Licensee shall at no time be considered an agent or representative of the Licensor.
- (r) No Property Interest. No ownership, leasehold or other property interest shall vest in Licensee by virtue of this revocable License. Licensee acknowledges this is a temporary license and use is only for a limited interim use.
- (s) No obligation on the part of the Licensor, direct or indirect, is to be construed beyond this temporary license.

- (t) No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the Licensed Premises.
- (u) The Licensed Premises for use by the public is subject to and governed by the Massachusetts Recreational Use Statute, G.L. c. 21, § 17(c).
- (v) Licensee's use of the Licensed Premises is not exclusive. The Licensor may schedule special events, allow other permitted uses, or schedule necessary construction at or near the Licensed Premises.

22. Additional Covenants.

- (a) The Licensee agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.
- (b) Licensee agrees that it shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the Licensed Premises for conformance with this Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
- (c) The Licensee shall make every effort to accommodate the public, National Park Service events, City of Boston events, Boston Planning & Development Agency events, other authorized licensees, or construction.
- (d) Licensee agrees to take such measures, which, in the sole and reasonable judgment of Licensor, are reasonably necessary to provide for the safety of the public during the term of this License.
- (e) Concessionaire acknowledges that the building/property is subject to the possibility of reversion with improvements without compensation by the USA should there be a material breach of noncompliance by the Licensor or the Concessionaire for not adhering to covenants and agreements contained within Exhibit A.

Remainder of Page Remains Blank

In witness whereof the Parties hereto have placed their hands and seals below as of the date first above written.

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY

DocuSigned by:

By:

Brian P. Golden, Director

THE ANTHEM GROUP, INC.

DocuSigned by:

By:

903D93345BB842E... Christopher W. Sinclair

President

Approved as to form:

DocuSigned by:

Eileen Brophy

Eileen E. Brophy

Interim General Counsel

Boston Redevelopment Authority d/b/a

Boston Planning & Development Agency

EXHIBIT A

Exhibit Follows

FLAN ON FILE & 9182-134

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REFORMATION, AMENDMENT AND CONFIRMATORY DEED

HERITAGE CONSERVATION AND RECREATION SERVICE.

BOSTON REDEVELOPMENT AUTHORITY OF PUBLIC PARK PARCEL

THE UNITED STATES OF AMERICA, ("Grantor"), acting by and through the Regional Director, Northeast Region, Heritage Conservation and Recreation Service, with offices at the Federal Building, Room 9310, 600 Arch Street, Philadelphia, Pennsylvania, successor agency to Bureau of Outdoor Recreation, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949 (63 Stat. .377), as amended, and particularly as amended by Public Law 91-485 (84 Stat. 1084), and regulations and orders promulgated thereunder, for and in consideration of the use and maintenance of the property herein conveyed for public park or public recreation purposes as they are described herein, in perpetuity by the BOSTON REDEVELOPMENT AUTHORITY. ("Grantee"), does hereby remise and release without warranty covenants to the said BOSTON REDEVELOPMENT AUTHORITY, One City Hall Square, Roston, MA 102201, its successors and

assigns, subject to the reservations, exceptions, restrictions, conditions, and covenants hereinafter set forth, all right, title and interest of the Grantor in and to the following described property situated in the Charlestown Section of Boston, Suffolk County, Massachusetts, and being referred to from time to time hereafter as the "Public Park Parcel".

DESCRIPTION

A certain parcel of land with all improvements thereon situated off the Southeasterly side of Chelsea Street.

Charlestown section of Boston, Suffolk County, Massachusetts, being shown as Parcel No. 3 on a plan entitled "Boston Redevelopment Authority, City of Boston - Suffolk County - Massachusetts, Boston Naval Shipyard - Charlestown, Land Parcel Plan Alternate 1 Revised" by Parsons, Brinckerhoff, Quade & Douglas, Inc., dated May 31, 1978; recorded in the Suffolk County Registry of Deeds herewith, said parcel being more fully bounded and described as follows:

Commencing at a point along the Southwesterly line of Sixth Street in the common bound between Parcels No. 1 and 3, as shown on said plan, said point being 60.32 feer Southwesterly from the granite foundation of Building 36, all as shown on said plan; thence

S 40°41'18"E - 171.57 feet by Percel No. 1, as shown on said plan; thence

N 49°22'12"E - 432.40 feet by Parcel No. 1, as shown on said plan to a point on the Northeasterly side of Eighth Street at Parcel No. 2, as shown on said plan; thence 2283 J38

 $5.40^{\circ}37^{\circ}53^{\circ}E - 504.58$ feet to a point; thence

8 49°19'09"W - 330.34 feet to a point; thence

S 40°37'56"E - 301.19 feet to a point; thence

N 50°02'12"E - 44.25 feet to a point: thence

S 40°37'24"E - 664.55 feet, more or less, to a point, the last five (5) courses being by Parcel No. 2 as shown on said plan; thence

\$ 49°23'23"W - 163.91 feet, more or less, to a point; thence

N 77°07'27"W - 412.37 feet, more or less, to a point;

N $40^{\circ}34^{\circ}.07^{\circ}N$ - 661.93 feet, more or less; thence

N 49025'53"E - 35.00 foot; thence

N 40°34'07"N = 63.00 foot; thence

N 49°25'53"E - 23.35 feet; thence

N. 40^D34'07"W - 617,49 feet; thence

N 49°45'53"E - 202.93 feet to a point at the Southwesterly line of Sixth Street at Parcel No. 1 as shown on said plan, the last six (6) courses being by "U.S.S. Constitution National Park", as shown on said plan; thence

S 40°41'18"E - 29.81 feet by Parcel No. 1, as shown on said plan, to the point of beginning.

Said parcel containing 16.22 Acres, more or

less, according to said plan.

For the Grantor's title, see the following:

A. Recorded Instruments:

- (1) Deed from J. Larkin to the United States of America (USA), dated December 2, 1800, recorded with Middlesex South District Registry of Deeds in Book 141, Page 52.
- (2) Receipt for Jury Award (Local Civil Action) from John Harris to the USA dated November 29, 1800, recorded with Middlesex South District Registry of Deeds in Book 141, Page 48.
- (3) Deed from Ebenezer Breed to the USA, dated February 21, 1801, recorded with Middlesex South District Registry of Deeds in Book 141, Page 39.
- (4) Deed from Richard Harris et al to the USA, dated July 6, 1840, recorded with Middlesex South District Registry of Deeds in Book 396, Page 1.

B. Statutory Authority:

- (1) c.26 of the Massachusetts Acts & Resolves of 1800.
- (2) c.64 of the Massachusetts Acts & Resolves of 1899.
- (3) c.12 of the Massachusetts Acts & Resolves of 1941.
- (4) c.659 of the Massachusetts Acts & Resolves of 1941.
- (5) c.614 of the Massachusetts Acts.& Resolves of 1945.
- (6) c.475 of the Massachusetts Acta & Resolves of 1948.
- (7) c.556 of the Massachusetts Acts & Resolves of 1978.

C. Licenses:

(1) License No. 3811 granted by the Commonwealth of Massachusetts, Department of Public Works to the United States of America, Department of the Navy, on January 30, 1956, recorded with the Suffolk County Registry of Deeds on September 18, 1956, at Book 7184, Page 180.

TO HAVE AND TO HOLD the above premises, subject to and together with the benefit of reservations, exceptions, restrictions, conditions and covenants herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to the BOSTON REDEVELOPMENT AUTHORITY.

The Grantee, by acceptance of this deed, does hereby covenant and agree for itself, and its successors and assigns, as follows:

- clusively for the public purposes for which it is conveyed in perpetuity as set forth in the program of utilization and plan contained in the application submitted by Grantee on. November 17, 1975 and February 25, 1977, as supplemented and amended by letter of March 1, 1977 with attachments thereto, and in accordance with the provisions of this deed, which program and plan may be further amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become, a part of the original application.
- 2. It is agreed that the public purposes for which the property is being conveyed consist of (a) public park and

recreation purposes relating to that portion of the property other than Eighth Street and First Avenue, shown on the above-described plans and (b) access and utility purposes relating to the remaining portion of the property (1) 'to provide access and egress for the general public by foot or vehicle to the property and to other portions of the Boston Naval Shipyard, (ii) to allow the use, installation, maintenance, repair and replacement of existing and future utility systems, lines, drains, conduits and appurtenances thereto under but within said street locations; provided, however, that the widening, alteration, or relocation of said streets or the installation or relocation of utilities shall be submitted to the Grantor for its prior written concurrence as an amendment to the application, and (iii) to allow temporary above-ground utilities and appurtenances as necessary for construction.

- 3. The Grantee shall within 6 months of the date of this deed erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreational area and has been acquired from the Federal Government for use by the general public.
- 4. The property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public

recreational purposes as they are described herein, subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

- 5. From the date of this conveyance, the Grantee, its successors and assigns, shall submit bicanial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten (10) consecutive reports and as further determined by the Secretary of the Interior.
- 6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with, all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the

provisions of said regulations; (3) the Grantee, its successors and assigns will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other persons shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantce, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantee agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of

facilities on conveyed surplus property for public park and recreation purposes as they are described herein are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, The Rehabilitation Act of 1973 (87 Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

In the event there is a breach of any of the conditions and covenants herein contained by the Grantce, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all' right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the

Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

It is agreed that the Grantor's reserved rights of reverter and entry shall be exercised separately (a) for those breaches pertaining to that portion of the premises described above as being conveyed for public park and recreation purposes, and (b) for those breaches pertaining to that portion of the premises described above as being conveyed for access and utility purposes. These remedies are to be exercised separately for breaches occurring within the respective portions of the premises so that a reversion of title to the Grantor of one such portion will not impair the citle of the Grantee, its successors and assigns, to the other portion. It is further agreed that prior to the exercise of its option to revert title to any portion of the promises, the Grantor shall give written notice to the Crantee, or its successors or assigns, of the nature of the breach of covenant and the portion to which the breach applies, and allow the Grantee, its successors or assigns ninety (90) days after the receipt of such notice to cure the breach, all to the reasonable satisfaction of the Grantor. The parties agree for themselves, their successors and assigns, to consult with each other in good faith to cure any such breaches;

The Grantes herein further covenants as follows with regard to the fifteen (15) cannon bollards now in place around Dry Dock No. 2 and the three (3) cannon bollards now

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in place between Piers 8 and 10, all as shown on the above-mentioned plan:

- (a) To display the cannon bollards with dignity;
- (b) To maintain the cannon bollards in good physical condition;
- (c) To report to the Curator of the Department of the Navy annually by September 4 of each year, on the condition and location of the cannon bollards;
- (d) To request disposition instructions from the Curator of the Navy and to obtain the advance written approval of the Superintendent, Roston National Historic Park, before altering or removing the cannon boilards;
- (e) The National Park Service is hereby authorized to inspect and remove the cannon bollards for the purposes of either (a) determining their condition and ensuring their future preservation, or (b) relocating any or all of them for public exhibit within other areas of the Boston Naval Shipyard; and
- (f) The National Park Service is hereby granted a right of first refusal regarding the use of the three (3) cannon bollards located between Piers 8 and 10 in the event that the Grantee or its successors in title should decide to destroy, sell or remove them.

Excepted from this conveyance and reserved to the Grantor are all oil, gas and other minerals in, under and upon the parcel conveyed herein, together with the right to enter upon the land for the purpose of mining and removing same. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for national defense, all right, title and interest in and to said premises, or part thereof

determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

Subject to the Grantor's rights of enforcement of the Grantee's covenants contained herein, the Grantor and Grantee herein agree that they, and their respective successors and assigns, may jointly alter or amend this instrument and the Grantee, its successors and assigns, with the prior written assent of the Grantor, may create such easements, licenses and permits to accomplish the purposes of allowing access and egress to and from Parcel No. 2 as shown on the above-referenced plan and to bring various utility services to the said Parcel No. 2. not inconsistent with the public park and recreation purposes for which the Public Park Parcel is being conveyed herein.

The parties hereto agree that the purpose of this instrument is to reform, amend and confirm a prior Deed from the Grantor herein to the Grantee herein dated May 6, 1977, recorded with the Suffolk County Registry of Deeds in Book 8955, Page 262 ("Deed 1"), conveying the former location of the "Public Park Parcel" shown as Parcel No. 3, containing 16.317 Acres, more or less, on a plan entitled "Boston Redevelopment Authority: City of Boston - Suffolk County - Massachusetts - Boston, Naval Shipyard - Charlestown - Land Parcel Plan, Alternate 1" by Parsons, Brinckerhoff, Quade & Rouglas, Inc., dated November 5, 1976, recorded with the

Suffolk County Registry of Deeds in Book 8955, Page 262 (the "BRA Alternate I Plan"), in order to reform and amend certain materials inadvertently included or omitted from said Deed 1, but which matters were never contemplated by the parties to Deed 1 to be effective and implemented, all as follows:

- (1). A portion of the Northeasterly bound of Parcel No. 3 in Deed 1 unintentionally included all of the fee in a certain portion of Eighth Street and all of the "Elevator House" portion of Building 42 in Parcel No. 2 on the BRA Alternate 1 Plan. This description error is corrected by the description of the Public Park Parcel contained in this Deed and is corrected on the new plan of the Public Park Parcel recorded herewith.
- (2) The covenants and agreements of the Grantee included in Deed 1 are hereby determined to be mutually released and terminated and amended by replacement in full by the covenants and agreements of the Grantee contained in this Deed.

For the purposes so reforming, amending and confirming Deed 1 as altered or amended herein, the parties hereto agree that the Grantee herein, for itself, its successors and assigns, does hereby release all interest it may have in the former Public Park Parcel shown as Parcel No. 1 on the BRA

Alternate 1 Plan as conveyed to it by Deed 1. The parties hereby further agree that said Deed 1 is hereby reformed and amended in its entirety to include only the area of conveyance and only the agreements, covenants and other matters contained in this instrument. It is the further agreement of the parties hereto that the said Deed 1 is hereby confirmed as reformed and modified by virtue of the execution of this instrument and without the requirement of further evidence of same.

EXECUTED as a sealed instrument by the Grantor and Grantee hereto this 50% day of May

BOSTON REDEVELOPMENT AUTHORITY

UNITED STATES OF AMERICA

Director

Harold J. Carroll' (. Chief General Counsel

STATE OF PENNSYLVANIA > COUNTY OF PHILADELPHIA

Director Northeast Region Heritage Conservation and Recreation Service

Federal Building Room 9310 600 Arch Street Philadelphia, PA 19106.

On this of May 1979, before me, the subscriber, personally appeared DEPUTY Antisy of Column to me known and known to me to be the Regional Director. Northeast Region, Heritage Conservation and Recreation Service, of the United States Department of the Interior, a Covernmental agency of the United States of America, with offices at the Federal Building, Room 9310, 600 Arch Street, Philadelphia, Pannsylvania, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the

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act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.



Notary Public Share a Autent, Holley Fuelic Presentinia, Headelthia Count by Charleson Occase in 24 10.

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

May 15, 1979

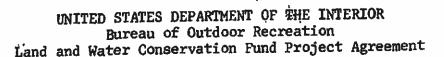
Then personally appeared the above-named Robert J.
Ryan, Director, and acknowledged the foregoing instrument
to be the free act and deed of Boston Redevelopment
Authority, before me

(Name)

My Commission Expires: (1)

EXHIBIT B

Exhibit Follows



State	Manse	Chiso tts	Project Number	25-00-22/
Project	Title	Charlestonn Heter From	t: Park	ere.
Project	Period	Date of approval to 8/	30/80	

Project Scope (Description of Project)

The project shall consist of the descrition, descrition supervision, design construction, and construction supervision to include the descrition of building \$195 and \$31; installation of utilities including electricity, water and sewage, construction and installation of a fountain, spray pool, irrigation system, tot let, benches, water fountains, feeding, trash receptacles, walkeeys, and landscaping by the Roston Badavelopment Authority in the City of Boston, County of Suffolk.

Stage II for which qualification is requested will consist of the design, construction and construction supervision of an exhibit pavilion, renovation of pier 44 and development of the exes around the drydock to include a promonade, landscaping, lighting and circuitry, and a bridge.

25-025-0120

Project Stage Covered by this Agreement

Stege I

Project Cost Total Cost Fund Support Fund Amount Cost of this	\$ 4,600,000 \$ 40 % \$ 2,600,000	The following attachments are hereby incorporated into this agreement: 1. General Proposal 1965) 2. Project Proposal 1965
Stage	\$	3
Assistance this Stage	\$	4. Postru
	'. ·	Date
BOR 8-92 (Rev. April 1974)		By

- 7....59





25-00201

The United States of America, represented by the Director, Bureau of Outdoor Recreation, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

"The State shall transfer to the City of Boston all funds granted hereunder."

"This agreement is not subject to the provisions of Section B.2(d) or Clause D.6 of the attached Cameral Provisions, dated December, 1965."

"This agreement is subject to the Clause, dated July 1, 1975, which outlines responsibility pursuant to the Clean Air and Water Acts."

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE I	PATTED STATES OF AMERICA	STATE Massachusatts	
	(Signature) Regional Director	Ench of Mund	
	(Title) of Outdoor Recreation States Department of	(Signature) Evelyn P. Murphy	
the	Interior	(Name) Stato Limison Officer	_
Date	2 5 MAY 1977	(Title)	-

INT: 4604+75

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Outdoor Recreation

State Massachusette

Project Amendment No.

25-00221.1

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT TO Project Agreement No. **25-00221** is hereby made and agreed upon by the United States of America, acting through the Director of the Bureau of Outdoor Recreation and by the State of **Massachusetts**, pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended by adding the following: Add: design, construction and construction supervision of a pavilion, and development of the drydock area to include a promenade, landscaping, lighting and circuitry.

Charge Fund Support from 40% to 35%;

Change Fund Amount from \$1,600,000 to \$1,400,000;

Change Cost of this Stage from \$2,600,000 to \$4,000,000;

Change Assistance this Stage from \$900,000 to \$1,400,000.

"Any reference to the Bureau of Outdoor Recreation (BOR) contained in the agreement, or in any attachments incorporated thereto, shall hereinafter be considered a reference to the Heritage Conservation and Recreation Service (HCRS)."

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

POSTED (Title) Date	THE UNITED STATES OF AM	ERICA		STATE	•	
Gatem Criming Clegand Districts (Title) Bureau of Outdoor Recreation United States Department of the Interior Date POSTED (Signature) William F.M. Hicks (Name) POSTED Date Date Date Date	By Single M Via	uli-	Massa	chusetts		
Bureau of Outdoor Recreation United States Department of the Interior Date POSTED (Signature) William F.M. Hicks (Name) POSTED (Title) Date Date	(Signature)/	mel Diester	By Ma	lien MA	ik	- 5
POSTED (Title) BOR 8-92a Date	Bureau of Outdoor Recre United States Departmen	ation	will	lam P.M. Hi	cks	
Date	Date 9/15/78				Liaison (Officer
BOR 8-92a		F	OSTED	(Title)		
INT: 2039=/4		Date				
	BOR 8-922 (Rev. Mar. 1967)	Ву			INT: 20	39-73

UNITED STATES
DEPARTMENT OF THE INTERIOR
Heritage Conservation and
Recreation Service

State MASSACHUSETTS
Project Amendment No. 25-00221.2

AMENDMENT TO PROJECT AGREEMENT.

THIS AMENDMENT To Project Agreement No. 25-00221 is hereby made and agreed upon by the United States of America, acting through the Director of the Heritage Conservation and Recreation Service and by the State of pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

Change project period from 5/25/77 - 6/30/80 to 5/25/77 - 6/30/84;

Change project scope to read: This project shall consist of development and renovation of recreation facilities on 16.4 acres at the former Charlestown Naval Shippard to include passive parks and boating facilities.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AME	RICA	STATE
By Caugun C. Wa	eus >	MASSACHUSETT8
(Signature)		(State)
Actus Cut Smot	Риовина	(Signature)
Heritage Conservation and Recreation Service United States Department		John A. Bewick
the Interior		(Name)
Date 11/26/80	POSTED	State Liaison Officer
/ /	Date	-8/ (Title)
HCRS 8~92a	By	INI 4769-78
		sheet l



UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE



Project Amendment No. 25-00221.

AMENDMENT TO PROJECT AGREEMENT (OMB No. 1024-0033, 09/30/84)

THIS AMENDMENT To Project Agreement No25-00221 hereby made and agreed upon by the United States of America, acting through the Director of the National Park Service and by the State of Massachusetts pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

Delete: All previous fund support percentages

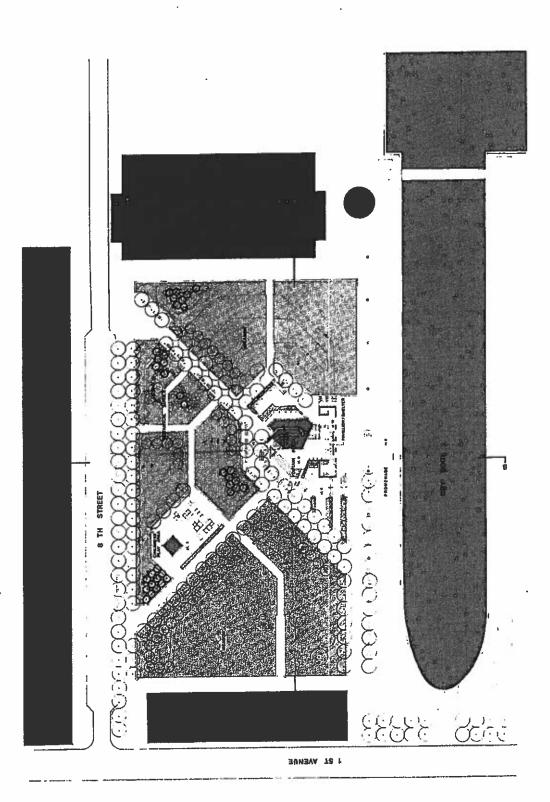
Delete: All existing scope

Add: This project shall consist of development and renovation of recreation facilities to include sports and playfields, swimming facilities boating facilities, fishing facilities and support items at Charlestown Waterfront Park. Change cost of this stage from \$4,000,000.00 to \$3,917,300.0

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA	STATE
By Calcolonyight	Massachusetts (State)
OUTDOOR RECREATION EVANNER	By Alunes Threat
(Title)	(Signature)
National Park Service	James S. Hoyte
United States Department of the Interior	(Name)
1 1 JAN 1984	State Lieison Officer
	(Title)

NPS 10-90 2a (7-81)



PROJECT AREA: CHARLESTOWN drown by: JASENKA DIMINIC scale: 1:40 date: MAY 1977

URBAN DESIGN DEPARTMENT

SHIPYARD PARK

BOSTON REDEVELOPMENT AUTHORITY



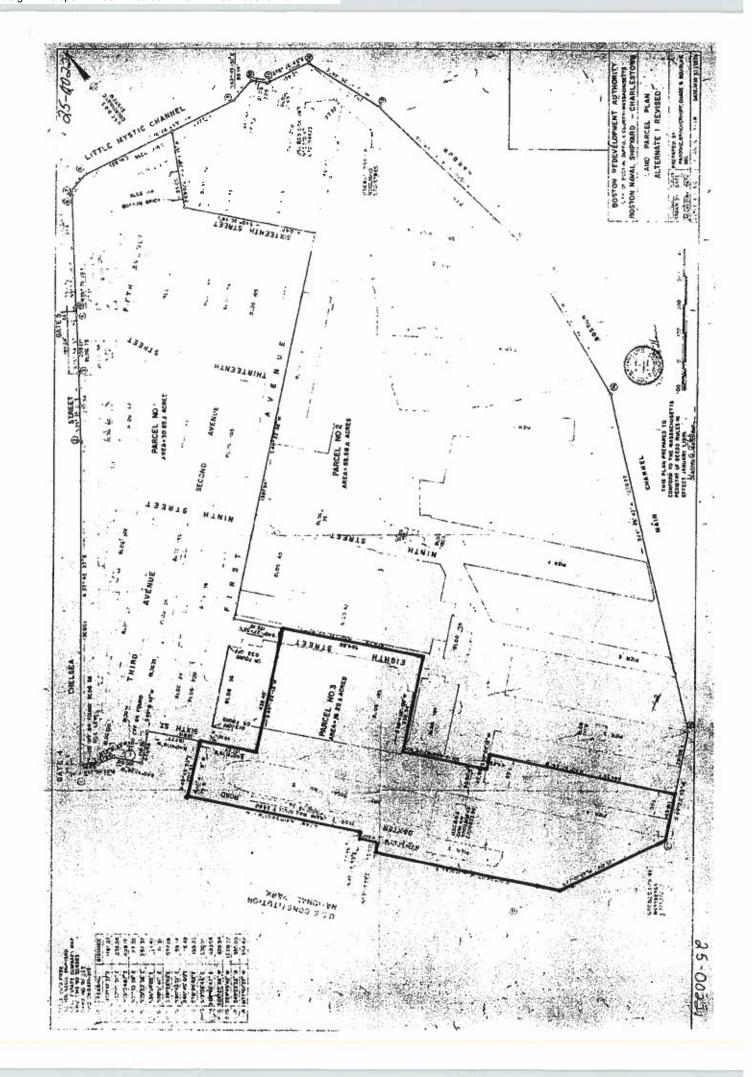


EXHIBIT C

Exhibit Follows

development agency

boston planning &

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SHIPYARD PARK ACTIVATION, CHARLESTOWN NAVY YARD APPROXIMATE LOCATION OF LEASE LINE - EXHIBIT A1

NOT TO SCALE

EXHIBIT D

Exhibit Follows

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Sunday Funny Day Epm - 10pm	Salu Y Count I Jan: Sen.	They You Highlas Trendry Jan Sen.	Fogs Outed S. Micro- & Niem	Alona Zant		11 Alban A Silan.
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nise and Sales Dencing Performance Spm : 8pm	Salsa V Combrat June 10cm	Ment Your Holphbor Tuesday	Year Dates!	Clar Rolling		No Fam. Fully Body Car B 23 Mars - J. Warn
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Topa (series)	Mariday Retail Market	Heider Fetal Market	Holding Reput Market	Holder Estal Market	Nobley Result Warbert	Weign Better Secretal Chart
Jazz & Soul Performance	No Rose Foll Body Cardin	Live @ S Music Series	MANUFACTOR STATE S	Togs Date Wil	Live ke Sculpture Carving	Jazz & Soul Performance
Districts Craft Programming	tove # 5 Music Series	Successive Party	Live @ S Music Series	Unit Ø S Music Series	4pm - 6pm Unit d 5 Music Series	11 org-20m No Kon, Kudy Body Cooks
12pm-4pm Transley Retail Libertel	Sprz-7pm Zukla (Chattellows YSEX)	5pm-7pm	Spen Tora	Sprg-7pm Child solidate	Spm; 7pm	Cookie With A Cop
Sunday Funny Day Lakin Cornedy	Cost and Clothing Drive	Cost and Clothing Drive	Cost and Climbing Drive	Iglas Paint Party	Nebury Move Right	11 mg lym Helden Matel
7pm-9pm Cost and Clothing Drive	All Day	All Day	All Day	Cost and Clathing tilve	Cost and Clothing Drive	Cost and Clothing Drive
All Day	19	20	21.	AM Day	Al Day	All Day
The Archor Winter Banders	The Rector Winter Gertles All Day	The Action Wilder Garden	The Archiv Wines Cardini Million	The Read William Torton	The Section Window Services All Dates	Bestew to
Your Devel	Holder Marketon	NAME AND PARTY.	TOTAL TRUIT TO AN	TOTAL SECTION	Honday Rated Market	The Anchor Winter Gorden
Cookie Decorating	Alternature.	Live & S Maric Series	Unse-dom	Spendan. Yoga Dala Wi	Elemeters Senta Photo Co	All Date
11am-1pm	Live @ S Music Series	Spec-7pm Supplent Party	Live # 5 Music Series	Live ∉ 5 Music Series	Live Ice Sculpture Corning	Jazz & Soul Performance
11em-2pm	Spay7pm Spells (Charlestown (SSCA)	Spop-7pm	Sport Term.	Spay-7pm	4pm - 6pm	11ag-2pm Habilay Ratal Market
Lipst-April	Cost and Clothing Orive	Cost and Clothing Drive	Coast and Clothing Drive	Igloo Paint Party	Holiday Marile Rapid	No Rose, Futu Solle Curdos
Cost and Clothing Drive	All Doy.	All Day	All Day	Spale - Bpm Coat and Clothing Drive	Cost and Climbing Drive	Cost and Clothing Drive
All Day	N	17	28	All Day	All Day	All Day
Deleva Da	The linds Wheter Gardes	The Andrew Worker Gordon	The Ancher Minor Cordet M. Day	The Andrew Winter Garden	The Addit Water Girden	The Arches Winter Garden
Ne Archer Meter Series	HOUSE, NIGHT COLUMN	Holiday Schaff St. Auc	TROON/Tour VERGE	TOTAL TOTAL	AND MAKE	Al Dec
Cost and Clothing Brive	Alberdan.	Une ∲3 iApoc Series	(Zom-Ann. (Weigh Better Bonn HET (Lenk)	1200-dec. Treat (hale W)	Live # 5 Music Senss	Liverice Sculpture Corving
All Day	Lave @ 5 Music Series	Sprg_7 pm. Succedent Party	Live @ S Music Series	Love @ 5 Music Series	Spm:7pm	4pm - Spm Their Nor's Eve of The Restor
	Spre-7pm	Spez-7pm	\$p.02.7 p.0.	Spott-7pm .	Cost and Clothing Drive	Receive the Arithmy MYLEGoon
	Color and Charles Street	Cost and Clothing Dr	Cost and Clothing Or	lgios Paint Party	All Day	Cost and Clothing Drive
	Althe	ALDey.	ALDer	6pm + 8pm Cost and Clothing Drive		All Day
	1 1			Al Day		
de la companya de la	Community	welcom	Special Brand	Live Performance	Social	