


**CONTRACT FOR PAYMENT IN LIEU OF TAXES ENTERED INTO BY THE  
CITY OF BOSTON, THE BOSTON REDEVELOPMENT AUTHORITY  
AND GENERAL ELECTRIC COMPANY**

 This Payment in Lieu of Taxes Agreement (this "PILOT Agreement") is made as of the 16th day of December, 2016 by and among the CITY OF BOSTON, acting by and through its Assessing Department (the "City"), the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, doing business as the Boston Planning & Development Agency (the "BPDA") and GENERAL ELECTRIC COMPANY, a New York corporation (together with its successors and assigns as owner of the Headquarters Project, as hereinafter defined, the "Company").

RECITALS

WHEREAS, the Company has determined that it will relocate its corporate headquarters to Boston, Massachusetts and in connection therewith, is proceeding to acquire certain land located in the Fort Point Channel area of Boston, Massachusetts, as shown on the plan attached hereto and incorporated herein as Exhibit A (the "HQ Land");

WHEREAS, the Company intends to construct on the HQ Land, a new, approximately 293,300 square foot headquarters building with an accessory underground parking garage, which building will be used primarily for office, research and development and related uses (the "Headquarters Building"). The Headquarters Building will also include active ground floor space such as retail, café, museum, exhibition, innovation or other commercial or non-profit uses (the HQ Land, the Headquarters Building and related site improvements on the HQ Land comprise the "Headquarters Project"); and

WHEREAS, the Headquarters Project will be part of a larger redevelopment project to be undertaken on approximately 2.4 acres of land shown on Exhibit A as the "Redevelopment Area," which project (the "Redevelopment Project") will include the rehabilitation of vacant historic buildings that will be occupied by the Company, the construction of new public realm improvements such as streetscape improvements, permanent upgrades to the City of Boston's Harborwalk along the Fort Point Channel, and new open space areas available to the public), as well as area utility infrastructure upgrades and replacements; and

WHEREAS, the Redevelopment Area is currently blighted, substandard and decadent, and the vacant buildings located therein are deteriorated, decrepit and lacking in modern life safety systems;

WHEREAS, the Redevelopment Area has existed in its underutilized state for decades, and the ordinary operations of private enterprise have not spurred its redevelopment or substantial reinvestment therein; and

WHEREAS, the Redevelopment Area affords limited public access to the Fort Point Channel waterfront, contains no substantial open space areas for visitors and nearby workers and

residents, and has insufficient utility and other infrastructure to support the revitalization of the vacant structures and land therein; and

WHEREAS, the 100 Acres Master Plan dated September 2006 and approved by the BPDA calls for the so-called "100 Acres Area" within the Fort Point area, including the Redevelopment Area, to be redeveloped into a vibrant, 24-hour, mixed use neighborhood to contain a mix of commercial/industrial, residential, retail, open space and other uses;

WHEREAS, the Headquarters Project will spur the acquisition by a subsidiary of the Massachusetts Development Finance Agency, a body politic and corporate established pursuant to M.G.L. Ch. 23G ("MassDevelopment") of the historic former Necco Buildings at 5 and 6 Necco Court and their leasing, rehabilitation and occupancy by the Company to create a headquarters campus within the Redevelopment Area, as well as the creation of public realm improvements that will make possible greatly enhanced public access to the Fort Point Channel waterfront and the creation of new open spaces;

WHEREAS, the Company is expected to employ approximately 800 employees at the Headquarters Building and the Necco Buildings within eight years of the Occupancy Date (as defined in Section 5 hereof); and

WHEREAS, the revitalization of the Redevelopment Area and the construction of the Headquarters Project pose significant economic and other challenges, including those which relate to ensuring climate resiliency for the improvements to be constructed; and

WHEREAS, the Headquarters Project cannot proceed without the assurance of economic predictability which would be achieved by tax stabilization; and

WHEREAS, acting pursuant to and in accordance with Chapter 121B of the Massachusetts General Laws and Chapter 652 of the Acts of 1960, as amended, the BPDA intends to acquire by deed from the Company, certain interests in the Headquarters Project for a term of years, subject to and specifically excluding certain matters as set forth in the deed authorized by vote of the BPDA on October 20, 2016 and to be recorded with the Suffolk County Registry of Deeds (the "BPDA Acquisition"); and

WHEREAS, the Company, the City and the BPDA agree that during the Term (as hereinafter defined), the Headquarters Project shall be exempt from taxation in accordance with the provisions of Massachusetts General Laws Chapter 59; provided however, that in lieu thereof and in accordance with the terms and conditions set forth in this PILOT Agreement, the Company shall make PILOT Payments (as hereinafter defined) as set forth herein.

NOW THEREFORE, in consideration of the tax considerations granted by the City herein, the City, the BPDA and the Company agree as follows:

1. **Payments In Lieu of Taxes:**

- A. Notwithstanding the provisions of Massachusetts General Laws Chapter 59, during the Term (as defined in Section 2), in lieu of real estate taxes with respect to the Headquarters Project which would otherwise be assessed and payable under

Massachusetts General Laws Chapter 59, the Company shall make PILOT Payments to the City as set forth in Section 3 below, pursuant to the provisions of M.G.L. Ch. 121B, §16. During the term of this PILOT Agreement, the City shall not assess any real estate taxes pursuant to M.G.L. Ch. 59 against the Headquarters Project or any portion thereof.

- B. Payment Dates. The PILOT Payments shall be made on November 1st and May 1st (the "Payment Dates") of each Fiscal Year during the Term. For the purposes of this PILOT Agreement, the term "Fiscal Year" shall mean, with respect to any designated year, the twelve-month period beginning on July 1 of the year immediately preceding such year and ending on June 30 of such year.
- C. Payments and Evidence Thereof. The PILOT Payments shall be made directly to the City's Collector-Treasurer. Upon any written request from the City, the Company shall deliver to the City, evidence of the timely payment of any PILOT Payment(s).
- D. Late PILOT Payment(s): The Company's failure to pay in full each PILOT Payment on or before the Payment Date shall result in the Company's being liable for interest, fines, penalties and related costs, including legal costs and disbursements in accordance with M.G.L. Ch. 60, as amended from time to time.

2. Term: This PILOT Agreement shall be for a term (the "Term") commencing on July 1, 2017 (the "Effective Date") and expiring on June 30, 2037, unless earlier terminated as provided herein (the "Termination Date"). From and after the Termination Date, real estate taxes on the Headquarters Project shall be assessed to the Company in accordance with M.G.L. Ch. 59.

3. PILOT Payments:

- A. For each Fiscal Year during the Term, the "PILOT Payment" shall be an amount equal to: (i) the amount (the "Taxes Amount") which equals the tax payment which would otherwise be due the City for the property taxes which would be assessed against the Headquarters Project if this PILOT Agreement were not in full force and effect and had the BPDA not effected the BPDA Acquisition, less (ii) the Applicable Reduction Amount (as defined on Exhibit B attached hereto and incorporated herein).
- B. The Applicable Reduction Amount for any given Fiscal Year will be as set forth on Exhibit B.
- C. The Taxes Amount for each Fiscal Year during the Term shall be calculated by the City in accordance with the provisions of M.G.L. Ch. 59. The PILOT Payment due on November 1 of each Fiscal Year will equal 50% of the prior year's Fiscal Year Taxes Amount, less 50% of the Applicable Reduction Amount. The PILOT Payment due on May 1 of each Fiscal Year will equal the Fiscal Year Taxes Amount, less 100% of the Applicable Reduction Amount and the November 1 PILOT Payment for said Fiscal Year. The City shall render PILOT bills to the Company setting forth the PILOT Payment due. The May 1 PILOT

bills shall set forth the then-current assessed values of the HQ Land and the Headquarters Building, as well as the Taxes Amount. All PILOT bills shall be provided to the Company at least thirty (30) days before the applicable Payment Date.

- D. The Company shall have the right to challenge any Taxes Amount and any underlying valuation of the Headquarters Project relating thereto, and the City shall have the right to contest any such challenge, in each case in accordance with the provisions of M.G.L. Ch. 59 and any regulations promulgated thereunder. Nothing in this PILOT Agreement shall be deemed a waiver of the City's right to require certain financial information of the Company as set forth in Section 5 below.
- E. In addition to the City's exclusive right to terminate this Agreement in the manner set forth in Section 7, the City shall have the exclusive right to (i) avail itself of the remedies provided for in M.G.L. Chapter 60, as amended from time to time, with respect to the Owner's interest in the Headquarters Project, and/or (ii) sue the Owner for breach of contract if the PILOT Payments, payments due on account of any Gap Amount (defined below) and any interest or costs assessed pursuant to this PILOT Agreement are not paid as required.

4. **End of Term; Gap Amount:** From and after the Termination Date, (i) the BPDA Acquisition shall automatically terminate and be null and void, and (ii) the PILOT Payments shall thereafter be calculated as if the Headquarters Project were assessed pursuant to M.G.L. Ch. 59, such that the Company shall be liable for an amount equal to the real property taxes for the Fiscal Year which contains the Termination Date less any PILOT Payments allocable to such period that have previously been made by the Company hereunder (the "Gap Amount"). The Company shall pay to the City an amount equal to the GAP Amount to cover the time period between the Termination Date and the date upon which the Headquarters Project becomes taxable pursuant to M.G.L. Ch. 59. The Company shall make such payment to the City by the 90<sup>th</sup> day following the last day of the month in which the Termination Date occurs. Upon request of the Company, the BPDA shall execute, acknowledge and deliver to the Company in recordable form, at no material cost or liability to the BPDA, such instruments as may reasonably be required to confirm the termination of record of any BPDA interest in the real property comprising the Headquarters Project.

5. **Reporting Requirements:** On March 1st of each year during the Term occurring from and after the date upon which the Company initially occupies the Headquarters Building (the "Occupancy Date"), the Company will provide the City with a report of the Job Figure, as defined in Exhibit B, as of the preceding January 1, for those Company employees based at space occupied by the Company at the Redevelopment Project. This report will be sworn to by an authorized representative of the Company under the pains and penalties of perjury, and shall include the Company identification number for each such Full-Time Employee (as defined on Exhibit B). The City reserves the right to audit any reported Job Figure and may request to review relevant supporting documentation for the reported Job Figure from the Company. The Company shall make the requested documentation available to the City at the Headquarters Project within sixty (60) days of the audit request date; provided, however, that the Company

shall not be required to provide the City with copies of any proprietary or personally identifiable information (such as employee names or social security numbers), although the City shall have the right to review the same for purposes of any Job Figure audit. The failure of the Company to cooperate with any such audit request will be treated as a default by the Company hereunder, and the City shall have such rights and remedies as are available to it as detailed in Section 7 of this PILOT Agreement. From time to time the City may also send requests to the Company pursuant to M.G.L. Ch. 59, §38D. The failure of the Company to respond to these requests within sixty (60) days will result in the Company's losing any right to contest the applicable Fiscal Year's Taxes Amount.

6. **Amendments and Modifications:** The Company, the City and the BPDA agree that any amendment of this PILOT Agreement shall have no effect unless it is in writing and signed by duly authorized representatives of the parties hereto.

7. **Default by Company:**

- A. If the Company defaults in its obligation to make any PILOT Payment as required by this PILOT Agreement, then upon the City's provision of notice of such default to the Company, the BPDA and any mortgagee of the Headquarters Project of which the Company has previously provided the City with written notice ("Mortgagee"), and the failure of the Company to have cured such default within a thirty (30) day period after delivery or deemed delivery thereof pursuant to Section 8 hereof, then the City shall have the exclusive right to sue the Company for breach of contract and/or to terminate this PILOT Agreement by a notice signed by the City and the BPDA provided to the Company and any Mortgagee in accordance with Section 8; provided, however, that (i) any such Mortgagee shall have the right, but not the obligation, to cure any such default by the Company hereunder during an additional period of thirty (30) days after the expiration of the Company's thirty (30) day cure period; and (ii) the City shall not initiate any such suit or terminate this PILOT Agreement unless it has timely provided such notice to such Mortgagee and such Mortgagee has not cured such default within such additional thirty (30) day period.
- B. Upon any termination of this PILOT Agreement in accordance with the terms of this Section 7, the Company shall be responsible for a GAP Amount in accordance with Section 4 hereof, the Headquarters Project shall be assessed pursuant to M.G.L. Ch. 59, and the Company shall thereafter be liable for taxes that accrue accordingly on the Headquarters Project.
- C. In consideration of the agreement by the Company to the City's exclusive remedies as set forth in this PILOT Agreement, the City agrees that (x) neither the BPDA nor any Mortgagee shall have any liability whatsoever for the Company's obligation to make PILOT Payments hereunder, and (y) there shall be no recourse against, or any personal liability on the part of, any officer, director, employee or agent of the Company, the BPDA or any Mortgagee with respect to any payments due or any obligations to be performed hereunder.

8. **Notice:** Any notice or other communication required or permitted under this PILOT Agreement shall be in writing and (i) delivered by hand; (ii) sent by registered or certified mail, return receipt requested; or (iii) sent by recognized overnight delivery service, addressed as follows:

If to the City: City of Boston Assessing Department  
City Hall, Room 301  
Boston, Massachusetts 02201  
Attention: Commissioner of Assessing

If to the BPDA: Boston Planning & Development Agency  
One City Hall Square, 9<sup>th</sup> Floor  
Boston, Massachusetts 02201-1007  
Attention: Director

With a copy to: Boston Planning & Development Agency  
One City Hall Square  
Boston, Massachusetts 02201-1007  
Attention: Office of the General Counsel

If to the Company: General Electric Company  
4211 Metro Parkway  
Ft. Myers, FL 33916  
Attention: Property Tax

With copies to: General Electric Company  
801 Main Avenue  
Norwalk, CT 06851  
Attention: Joshua R. Hill, Esq.  
Senior Counsel, Real Estate

and

General Electric Company  
PO Box 4900, Dept. 201  
Scottsdale, AZ 85261-4900

or to such other address as the addressee shall have indicated by prior notice to the other parties. Notices or other communication hereunder shall be deemed given (i) when delivered by hand or by nationally recognized overnight delivery service; or (ii) three (3) days after the date sent if sent via registered or certified mail. Notice under this PILOT Agreement may be waived in writing prospectively or retroactively by the party entitled to the notice. Notice from counsel to a party shall constitute effective notice.

9. Successors/Assigns:

- A. The Company's rights and obligations hereunder may be assigned or transferred during the Term in connection with the sale of the Headquarters Project or any portion thereof, only with the prior consent of the City or the BPDA, except as otherwise provided in Section 9.C below. No consent required of the City or the BPDA pursuant to this Agreement shall be unreasonably withheld or delayed, nor conditioned upon the payment of any sums to the BPDA, the City, or any other party; provided however, that all sums due under this Agreement have been paid.
- B. At least twenty (20) days prior to any conveyance or ground lease of the Headquarters Project to a party that is not an Affiliate (as defined in Section 9.C below) (a "Transferee"), the Company shall provide notice of such proposed conveyance or ground lease to the City and the BPDA, which notice shall include the following information (the "Required Information"): (i) a Disclosure of Beneficial Interests executed by the Transferee in the form required by the BPDA's Disclosure Statement Policy dated August 14, 2014, the form of which is attached hereto and incorporated herein as Exhibit C, and (ii) a certification to the BPDA and the City, signed by an authorized representative of the Transferee under pains and penalties of perjury, that (a) the Transferee is not in default of any City of Boston real estate obligations, and (b) the Transferee is not a "Prohibited Person." For the purposes of this Section 9.B, a "Prohibited Person" is (i) a person that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (iii) a person with whom the City and/or the BPDA is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a person who commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; or (v) a person that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or at any other official publication of such list. The City and the BPDA, acting by and through its Director, agree to provide such consent within ten (10) business days of delivery of the Required Information.

Notwithstanding anything to the contrary set forth in this Agreement, so long as the General Electric Company, a New York corporation ("GE") is in occupancy of all or substantially all of the Headquarters Project, whether as the owner or as a tenant thereof, GE covenants and agrees that it shall provide the Job Figure reporting required by Section 5 of this Agreement and comply with the provisions thereof with respect to the auditing of any such reporting.

- C. No consent of the City or the BPDA shall be required in connection with the following: (i) any grant by the Company of a mortgage or pledge or assignment of all or any part of the Headquarters Project in connection with the financing of the

Headquarters Project or any part thereof; (ii) any grant by the Company of an easement or license in the Headquarters Project (or any part thereof); (iii) any foreclosure or deed or assignment in lieu of foreclosure for all or part of the Headquarters Project; (iv) any sale or assignment of the Headquarters Project to any Affiliate of the Company; or (v) any lease or sublease of any portion of the Headquarters Building to a third-party operator of any "facility of public accommodation" or other public amenity space at the Headquarters Project. For the purposes of this PILOT Agreement, an "Affiliate" is a party that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, the Company.

10. **Counterparts:** This PILOT Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

11. **Governing Law; Venue:** Notwithstanding anything to the contrary set forth herein, this PILOT Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws. Any suit, claim or action arising hereunder shall be brought in a court of competent jurisdiction sitting in Suffolk County, Massachusetts.

12. **Severability:** If any provision of this PILOT Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this PILOT Agreement and the application of such provisions to other persons and circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.

13. **Headings:** The headings and captions of the sections of this PILOT Agreement are not to be considered a part of it and shall not be used to interpret, define, or limit the provisions hereof.

14. **Certificates of Compliance:** Upon at least ten (10) business days' notice from the Company, the City and the BPDA shall provide written confirmation to the Company and any addressee requested by the Company that, to the extent then true, this PILOT Agreement remains in full force and effect, is unamended, and there are no defaults by the Company hereunder. Such confirmation may be relied upon by the Company and its successors and assigns as owner of the Headquarters Project, any prospective buyer or lessee of the Headquarters Project or any part thereof, and any lender providing financing in connection with the Headquarters Project; each such confirmation shall state the same; and each such confirmation shall be binding upon the City and the BPDA and their respective successors and assigns.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, each of the parties hereto has executed this PILOT Agreement as an instrument under seal as of the date first written above.

Approved as to form:

THE CITY OF BOSTON

\_\_\_\_\_  
City of Boston Corporation Counsel

*MJC*

By: \_\_\_\_\_  
Martin J. Walsh  
Mayor

CITY OF BOSTON ASSESSING DEPARTMENT

By: \_\_\_\_\_  
Ronald W. Rakow  
Commissioner of Assessing

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

\_\_\_\_\_  
Office of the General Counsel

By: \_\_\_\_\_  
Brian P. Golden  
Director

GENERAL ELECTRIC COMPANY

By: ARKL

Name: Ann R. Klee

Title: Vice President, Boston Development + Operations  
Duly Authorized

IN WITNESS WHEREOF, each of the parties hereto has executed this PILOT Agreement as an instrument under seal as of the date first written above.

Approved as to form:

THE CITY OF BOSTON

Supra L. O'Hare  
City of Boston Corporation Counsel

By: [Signature]  
Martin J. Walsh  
Mayor

CITY OF BOSTON ASSESSING DEPARTMENT

By: [Signature]  
Ronald W. Rakow  
Commissioner of Assessing

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY,  
doing business as the Boston Planning &  
Development Agency

Janet R. Carlson  
Office of the General Counsel

By: [Signature]  
Brian P. Golden  
Director

GENERAL ELECTRIC COMPANY

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

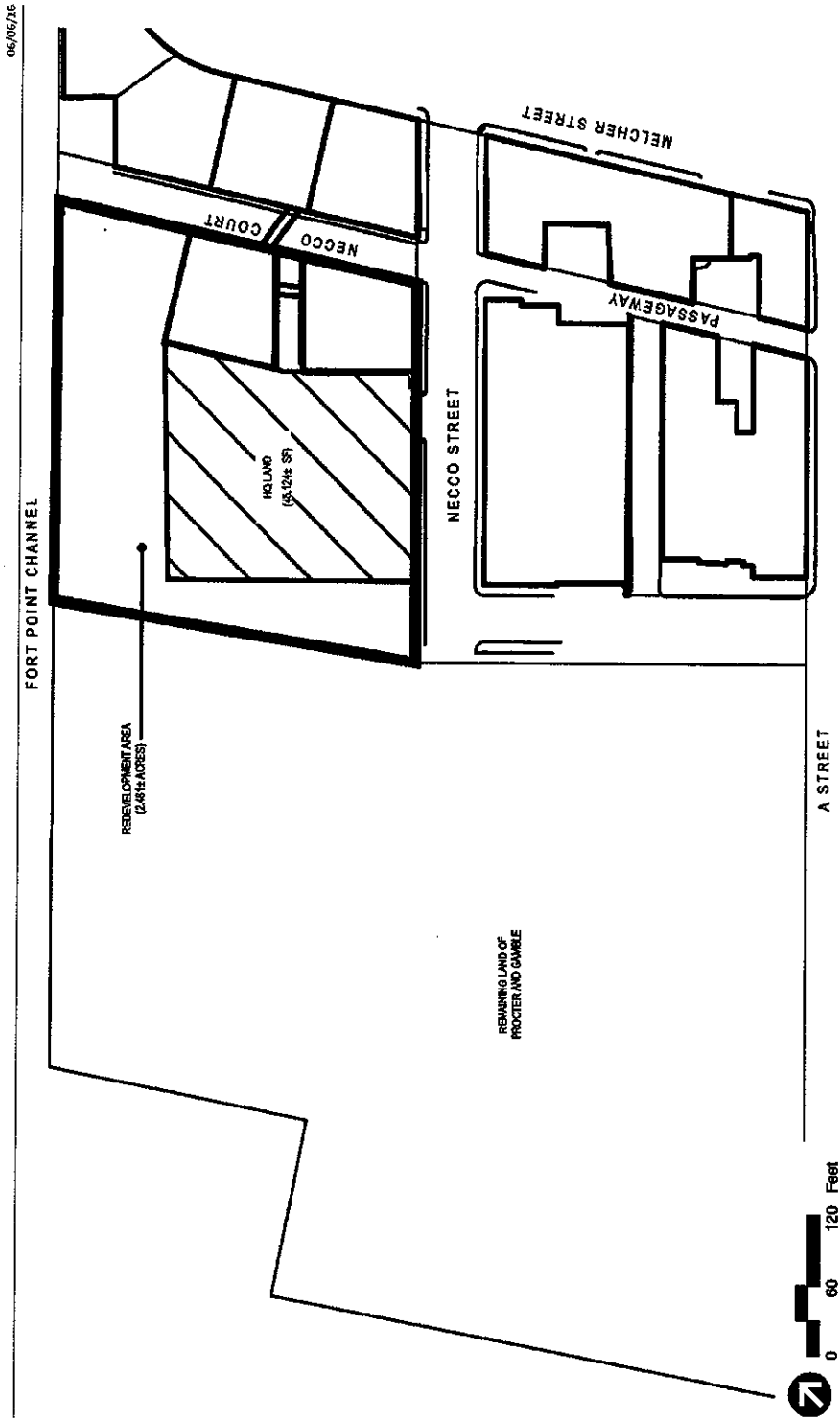
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Duly Authorized

EXHIBIT A

PLAN OF REDEVELOPMENT AREA AND HQ LAND



Redevelopment Area

GE Headquarters Project  
Boston, Massachusetts

06/06/16

**EXHIBIT B**

**APPLICABLE REDUCTION AMOUNT**

For the stabilization period, Fiscal Years 2018 through 2024, the Applicable Reduction Amount is noted on the table below.

After the stabilization period, Fiscal Years 2025 through 2037, the Applicable Reduction Amount may vary depending upon the Job Figure, as defined below, reported for the relevant Fiscal Year. The Applicable Reduction Amount will be determined by referring to the Fiscal Year listed below and reading across the table to the column containing the relevant Job Figure.

<b>Fiscal Year</b>	<b>Stabilization Period Reduction Amount</b>
2018	0
2019	\$500,000
2020	\$700,000
2021	\$900,000
2022	\$1,000,000
2023	\$1,100,000
2024	\$1,300,000

**Applicable Reduction Amount**

<b>Fiscal Year</b>	<b>Job Figure Date</b>	<b>Job Figure meets or exceeds 800</b>	<b>Job Figure is between 700 and 799</b>	<b>Job Figure is between 600 and 699</b>	<b>Job Figure is between 500 and 599</b>	<b>Job Figure is between 400 and 499</b>
2025	1/1/2024	\$1,500,000	\$1,300,000	\$1,125,000	\$925,000	\$725,000
2026	1/1/2025	\$1,500,000	\$1,300,000	\$1,125,000	\$925,000	\$725,000
2027	1/1/2026	\$1,500,000	\$1,300,000	\$1,125,000	\$925,000	\$725,000
2028	1/1/2027	\$1,500,000	\$1,300,000	\$1,125,000	\$925,000	\$725,000
2029	1/1/2028	\$1,500,000	\$1,300,000	\$1,125,000	\$925,000	\$725,000
2030	1/1/2029	\$1,500,000	\$1,300,000	\$1,125,000	\$925,000	\$725,000
2031	1/1/2030	\$1,500,000	\$1,300,000	\$1,125,000	\$925,000	\$725,000
2032	1/1/2031	\$1,500,000	\$1,300,000	\$1,125,000	\$925,000	\$725,000
2033	1/1/2032	\$1,500,000	\$1,300,000	\$1,125,000	\$925,000	\$725,000
2034	1/1/2033	\$1,500,000	\$1,300,000	\$1,125,000	\$925,000	\$725,000
2035	1/1/2034	\$1,500,000	\$1,300,000	\$1,125,000	\$925,000	\$725,000
2036	1/1/2035	\$1,500,000	\$1,300,000	\$1,125,000	\$925,000	\$725,000
2037	1/1/2036	\$1,500,000	\$1,400,000	\$1,000,000	\$900,000	\$800,000

“Job Figure” shall mean the number of Full-Time Employees employed by GE at the Redevelopment Project as of the January 1<sup>st</sup> preceding the start of a given Fiscal Year.

“Full-Time Employee” shall mean an individual who is paid wages by GE and who: (i) at the inception of the employment relationship, does not have a termination date which is either a date certain or determined with reference to the completion of some specified scope of work; (ii) works at least 35 hours per week; and (iii) receives employee benefits at least equal to those provided to other full-time employees of GE; provided, however, that “Full-Time Employee” shall not include contractors or part-time employees who may be included in a calculation of GE’s full-time equivalent workforce.

**EXHIBIT C**

**FORM OF DISCLOSURE STATEMENT**

**BOSTON REDEVELOPMENT AUTHORITY**

**DISCLOSURE STATEMENT**

A. This Disclosure Statement is being filed in association with (check the appropriate box):

- Rule 2 C. (14) of the Rules and Regulations for M.G.L. c. 121A Projects in Boston;
- The sale or lease of Urban Renewal parcels (formerly HUD form 6004);
- A Boston Redevelopment Authority eminent domain action under M.G.L. c. 121B where a PILOT Agreement was be executed with the City of Boston and the Boston Redevelopment Authority.

B. Project Information:

1) Name of Project:

\_\_\_\_\_

2) Location:

\_\_\_\_\_

3) Applicant:

\_\_\_\_\_

4) I hereby state, under penalties of perjury, that the true names and addresses of all Persons who have a Beneficial Interest (including the amount of their Beneficial Interest accurate to within one-tenth of one percent if such interest exceeds one percent. To be referred to herein as their "Percentage Interest") in the above-listed Project/ Location are listed below in compliance with the provisions of the Boston Redevelopment Authority Disclosure Statement Policy.

C. NAME AND RESIDENCE OF EACH PERSON WITH SAID BENEFICIAL INTEREST (continue on separate sheet if necessary):

**Percentage  
Interest**

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

2. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

3. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

4. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

5. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

6. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

7. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

8. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

9. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

10. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

D. The undersigned also acknowledges and states that except as stated below, none of the above-listed individuals is an official elected to public office in the Commonwealth of Massachusetts, nor is an employee of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance.

E. I hereby state, under the penalties of perjury, that the names and addresses of all firms and professional corporations employing attorneys, real estate brokers, architects, engineers, planners, or surveyors, and all other agents who have acted on behalf of any of the foregoing with respect to the application for Zoning Relief on the above-listed Project/ Location are listed below in compliance with the provisions of the Boston Redevelopment Authority Disclosure Statement Policy.

F. NAMES AND ADDRESSES OF ALL FIRMS AND PROFESSIONAL CORPORATIONS, AND AGENTS WHO HAVE ACTED ON SAID APPLICATION (continue on separate sheet if necessary):

1. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

2. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

6. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

7. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

8. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

9. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

10. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

SIGNED under the penalties of perjury.

\_\_\_\_\_  
Name:  
Title:  
Date: