

AGREEMENT FOR PARKWAY MAINTENANCE

This Agreement for Parkway Maintenance (this "Agreement") is made as of September 27, 2016 by and between SOUTHFIELD REDEVELOPMENT AUTHORITY (the "Authority" or "SRA"), a body politic and corporate existing under Chapter 291 of the Acts of 2014, as may be amended and supplemented (the "Enabling Act"), being the reconstituted successor entity to the South Shore Tri-Town Development Corporation, a body politic and corporate established under Chapter 301 of the Acts of 1998, as amended by Chapter 303 of the Acts of 2008, having a usual place of business at 223 Shea Memorial Drive, South Weymouth, Massachusetts 02190, on the one hand, and LSTAR SOUTHFIELD LLC ("LStar"), a Delaware limited liability company formerly known as LNR South Shore, LLC, having a usual place of business at 26 Memorial Grove Avenue, South Weymouth, Massachusetts 02190 together with SouthField Landowners Association, LLC (the "HOA"), a Massachusetts limited liability company, having a usual place of business at 26 Memorial Grove Avenue, South Weymouth, Massachusetts 02190, on the other hand. (LStar and HOA are jointly referred to herein as "Southfield Owners.")

RECITALS

- A. The Authority and LStar are parties to that certain NAS South Weymouth Second Amended and Restated Disposition and Development Agreement dated as of May 13, 2015, as may be amended and supplemented (the "DDA"), which sets forth, among other things, certain rights and obligations with respect to the area commonly known as the former Naval Air Station in South Weymouth (the "Base").
- B. Pursuant to and subject to the terms of the Enabling Act and the DDA, LStar is the Master Developer of the work associated with and related to the redevelopment of the Base and certain related off-site activities.
- C. The Enabling Act and the DDA set forth certain obligations with respect to the arterial roadway, which when completed, will run west-to-east from Route 18, through the Base and to Weymouth Street in the Town of Rockland (as more particularly described in the DDA and the Parkway Memoranda of Agreement defined and referenced in the DDA that was entered into in connection with the issuance of the \$28,950,000 Massachusetts Development Finance Agency Special Obligation Bonds (Commonwealth Contract Assistance), Series 2010 dated June 30, 2010 (the "Bonds"), the "Parkway").
- D. Pursuant to Section 19(c) of the Enabling Act, ownership of existing and future completed portions of the Parkway shall be transferred by the Master Developer to the applicable town, or the Authority, in accordance with the provisions of said Section 19(c).
- E. In accordance with Section 19(c) of the Enabling Act, the Authority accepts ownership of completed portions of the Parkway not otherwise owned by one of the applicable towns as of the date hereof and, further, wishes to contract with the Southfield Owners for the operation and maintenance of such portions of the Parkway as authorized by Section 19(c) of the Enabling Act.
- F. The Southfield Owners have agreed to contract with the Authority whereby the Southfield Owners shall undertake all financial responsibility associated with operation and maintenance of the Parkway.
- G. The Authority shall maintain current and future portions of the Parkway described on Exhibit A attached hereto (the "Maintenance Area"), subject to the terms and conditions of this Agreement and, as it relates to that portion owned by the Town of Rockland, subject to the terms of a maintenance agreement by and between the Authority and the owner of such portion of the Parkway.

Now therefore, for good and valuable consideration, the Authority and the Southfield Owners mutually agree as follows.

AGREEMENT

1. Recitals. The Recitals set forth above are hereby incorporated in and made a part of this Agreement by this reference.
2. Selection of Maintenance Contractor. SRA shall enter into a Maintenance Contract prepared by LStar and approved by the SRA, such approval not to be unreasonably withheld except that the SRA shall disapprove of such Maintenance Contract in the case that such Maintenance Contract shall adversely affect the tax-exempt status of the Bonds in the sole determination of the SRA (the "Maintenance Contract"), with a contractor selected by LStar, but reasonably acceptable to SRA (the "Contractor") pursuant to which the Contractor shall perform the work necessary to maintain the Maintenance Area, consistent with the terms of this Agreement. The Maintenance Contract shall set forth the precise scope of work to be performed by the Contractor and to be reimbursed by the Southfield Owners in accordance with the terms of this Agreement. The work to be performed by the Contractor pursuant to the Maintenance Contract, described below, is referred to herein as the "Work". The portion of the Maintenance Contract for Work that is variable in nature, such as ice and snow removal, shall be contracted for on a per unit basis, payable only if such work is performed.
3. Maintenance Work to be Performed. The Authority shall cause the Maintenance Area to be maintained in accordance with applicable law and the customary standards and practices of municipalities in the Commonwealth of Massachusetts by providing routine maintenance services in the Maintenance Area, which may include, but is not limited to, maintenance of the pavement (pot hole repair), snow and ice removal, traffic striping, signage, curb ramps, drainage facilities, irrigation and water supply systems (inclusive of supply of water which usage shall be subject to a watering schedule mutually agreeable to the Authority and LStar), and landscaping as necessary to keep the same in good condition, comparable to public ways in Massachusetts. With the exception of work authorized in Paragraph 3, the maintenance services under this Agreement shall not be deemed to include repairs, rehabilitation, modification, or alteration of existing facilities. Temporary and emergency repair work to the Maintenance Area may be performed by the Authority without prior written approval by LStar; however, when possible and as public safety permits, the Authority shall inform LStar two (2) business days prior to any temporary or emergency repair work being performed.
4. Modification for Additional Facilities. Should either the Authority or LStar determine that the Maintenance Area requires work beyond the scope of the maintenance or temporary emergency work set forth in Section 3 of this Agreement, the initiating party shall request in writing such modifications and, if agreed to by the Authority and LStar, a separate agreement between the Authority and LStar shall be executed prior to commencement of such work regarding the funding of such work, along with a separate agreement between the SRA and the party(ies) responsible for performing such work.
5. Payments. The Southfield Owners will reimburse the Authority one hundred percent (100%) of the Authority's reasonable costs for performing routine maintenance and repairs to the Maintenance Area pursuant to this Agreement, inclusive of any and all interest and penalties due thereon in accordance with this Agreement ("Costs"). "Costs" shall include direct costs incurred by the Authority to discharge its obligations under this Agreement, all as reflected on invoices for actual charges for work performed in the Maintenance Area or otherwise documented to the reasonable satisfaction of LStar.

a. Billing. At the end of each month, the Authority shall bill the Southfield Owners one hundred percent (100%) for Costs incurred performing the maintenance work set forth in Section 3 of this Agreement; provided, however, if the amount of Costs exceeds the monthly maintenance budget as set forth in the Maintenance Contract at any point during any month, the Authority will advise LStar, and any further maintenance work may require review and prior approval by LStar before being performed, except in the case of Costs associated with snow and ice removal or emergency repairs. The Authority's billings shall list all maintenance work performed and the costs therefor. The Southfield Owners, through LStar, shall directly pay the Authority within thirty (30) days after LStar's receipt of the billing from the Authority. In the event that the Southfield Owners do not remit payment in accordance with this Paragraph 4(a), interest shall accrue for each day thereafter at a rate of twelve percent (12%) per annum of the total amount shown on the invoice submitted by the Authority.

b. Third Party Collections. Damages to the Maintenance Area caused by third parties or acts of God (flooding, lighting, storm damage, etc.), and necessitating repairs shall be accomplished by the Authority in accordance with the terms of this Agreement. The Authority shall notify the Southfield Owners within a reasonable period of time following discovery of occurrences that necessitate repair and furnish estimated repair Costs. The Authority will include the repair Costs with the monthly invoices and the Southfield Owners shall pay such costs. Any monies collected from the party(ies) responsible for such damage, or the responsible party's insurance company, shall be credited to the Southfield Owners on the next monthly invoice after the date it is received, less any cost of collection incurred by the Authority. The Authority shall use reasonable efforts to attempt to collect reimbursement from a third party responsible for damage in the Maintenance Area, or such third party's insurance carrier.

6. Indemnity; Insurance.

a. Authority Indemnity. The Authority shall defend, indemnify and save harmless the Southfield Owners and all officers and employees of the Southfield Owners from and against any and all claims, actions, suits or other legal proceedings, losses, liabilities, judgments, suits, claims, damages, settlements, fines penalties, costs, and expenses (including reasonable attorneys' fees, investigation costs, remediation costs, and court costs), of any kind or nature. ("Actions and Losses") incurred by the Southfield Owners by reason of any negligence or willful misconduct of the Authority and its contractors under or in connection with this Agreement; provided, however, that the Authority is not required to indemnify the Southfield Owners for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the Southfield Owners, their officers or employees. Notwithstanding the foregoing, SRA's obligations and liabilities under this Paragraph 6(a) shall be limited by any legal immunities, defenses or protections available to the Authority pursuant to applicable laws, codes, and regulations as a result of its status as a body politic and corporate, including, but not limited to, the provisions of Mass. Gen. Laws c. 258, § 1, et seq., and the Enabling Act. This provision will survive the expiration or termination of this Agreement.

b. Southfield Owners' Indemnity. The Southfield Owners shall defend, indemnify and save harmless the Authority and all officers and employees of the Authority from and against any and all Actions and Losses incurred by the Authority by reason of any negligence or willful misconduct of the Southfield Owners under or in connection with this Agreement; provided, however, that LStar is not required to indemnify the Authority for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the Authority, its officers or employees. This provision will survive the expiration or termination of this Agreement.

c. Insurance. The Authority shall take out and maintain during the term of this Agreement and any renewal or extension thereof a policy of comprehensive public liability insurance insuring against all claims for injury or death of persons, or damage to property, arising out of the use, occupation and maintenance of the Maintenance Area by the Authority, its employees or agents, including contractors. The minimum limits of liability insurance shall be One Million Dollars (\$1,000,000) per injury or death and Two Million Dollars (\$2,000,000) per accident in the aggregate, and One Million Dollars (\$1,000,000) for damages on account of any one accident and not less than Two Million Dollars (\$2,000,000) for damages on account of all accidents. Prior to the commencement of the Authority's performance under this Agreement, the Authority shall provide the Southfield Owners with a certificate or certificates evidencing that the insurance coverage in the amounts referenced above are in full force and effect. All policies required by the terms of this Agreement shall name the Southfield Owners as an additional insured, and the Authority will require its Contractors performing any work in the Maintenance Area to name the Southfield Owners as an additional insured on their general liability insurance policies.

7. Accountability. To the extent permitted pursuant to applicable law, the Authority shall maintain and make available, upon request, to the Southfield Owners complete records of its receipts and disbursements for maintenance costs under this Agreement and the Maintenance Contract.

8. Term. Performance under this Agreement shall commence on October 1, 2016. With respect to that portion of the Parkway located between Shea Memorial Drive and Trotter Road (also known as the Parkway Extension), performance shall not commence until the Parkway Extension Project has reached final completion and is no longer under the control of the Authority's contractor, LM Heavy Civil Construction, LLC. This Agreement shall be in effect until June 30, 2018 and shall be automatically renewed for additional one (1) year terms commencing on July 1, 2018 and each July 1 thereafter (said one (1) year terms commencing on July 1, 2018 and each July 1 thereafter constituting "Subsequent Terms") unless the Agreement is terminated by either party hereto providing written notice of termination to the other party hereto no later than (i) June 1, 2018 in the case of the initial term of this Agreement, and (ii) June 1 of each Subsequent Term in the case of each Subsequent Term. Notwithstanding anything in this Agreement to the contrary, the termination by either party hereto pursuant to this Paragraph 8 may be without cause.

9. Notices. All notices to be given under this Agreement will be in writing and sent by (a) first class mail, postage prepaid, in which case notice will be deemed delivered three (3) business days after deposit in the United States Mail; or (b) a nationally recognized overnight courier, in which case notice will be deemed delivered one (1) business day after deposit with that courier. Unless communicated in writing, the place for delivery of all notices given under this Agreement will be as follows:

If to Authority:

Chairman of the Board of Directors
Southfield Redevelopment Authority
223 Shea Memorial Drive
South Weymouth, MA 02190

With copies to:

James Young
Land Use Administrator

Southfield Redevelopment Authority
223 Shea Memorial Drive
South Weymouth, MA 02190

If to LStar:

Steven Vining
General Counsel
LStar Southfield LLC
516 N. West Street
Raleigh, NC 27603

With copies to:

Matthew Barry
LStar Southfield LLC
26 Memorial Grove Avenue
Weymouth, MA 02190

If to HOA:

Matthew Barry
Southfield Landowners Association, LLC
26 Memorial Grove Avenue
Weymouth, MA 02190

10. Integration. This Agreement contains the entire agreement between parties and supersedes all prior understandings or agreements, oral or written, regarding the subject matter of this Agreement.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

12. Modification. This Agreement shall be subject to modification or amendment only by the mutual, written agreement of both parties.

13. Effective Date. This Agreement is effective as of the date first set forth above.

14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Authority shall not have the right, power, or authority to assign or pledge this Agreement or any portion of this Agreement. This Agreement and all rights and obligations of LStar hereunder may be assigned or transferred in whole or in part by LStar to an LStar Affiliate (as the term LStar Affiliate is defined in the DDA) or to a third party that is not an LStar Affiliate upon written consent of the Authority to such assignment. Upon such assignment, and the express written assumption by the LStar Affiliate or third party, as the case may be, of such obligations, in a form reasonably approved by the Authority, LStar shall be relieved of its legal duty to perform its

obligations set forth in this Agreement, except to the extent LStar is in default hereunder prior to said assignment, in which case LStar shall not by such assignment be relieved with respect to any such defaulted obligations hereunder. With respect to any third party assignment, the Authority's consent to such assignment shall be granted or withheld based upon the transferee's experience and financial resources to fulfill the assigned obligations under this Agreement.

16. No Third Party Beneficiaries. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the Authority and the Southfield Owners and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

17. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. Authority. The parties to this Agreement have the full power and have taken all necessary action to authorize the execution, delivery and performance of this Agreement and this Agreement constitutes the legal, valid and binding obligation of the parties enforceable in accordance with its terms.

19. Corrective Work; Authority Right to Perform. The Southfield Owners agree, at their sole cost, to repair and replace any and all pre-existing damaged Parkway items within ninety (90) days of the date of this Agreement including one (1) directional sign located at Roadway Construction Station 88+25 Right on the round-a-bout island and one (1) street light pole located at Roadway Construction Station 123+91 Right ("Corrective Work"). In the event that the Corrective Work is not satisfied by the Southfield Owners in accordance with this Paragraph 19, in addition to any other remedies provided under this Agreement or applicable law, the Authority may commence and complete such Corrective Work with the Authority's own forces, or with a third party contractor(s), without the approval of the Southfield Owners. If the Authority does perform said Corrective Work, the Southfield Owners shall be responsible for all costs incurred in performing such Corrective Work (including any loss, cost or damage sustained by the Authority attributable thereto).

20. Self-Help. Except as otherwise provided in this Agreement, in the event that the Southfield Owners fail to (i) perform any obligation set forth in this Agreement or (2) pay any and all outstanding expenses and fees associated with the Parkway (such as water, electricity and other commodities) which are due as of the date of the commencement of the Term of this Agreement (together, the "Obligation"), the Authority shall have the following rights:

(a) in the absence of an emergency, SRA may, after notice to the Southfield Owners of the existence of an Obligation, and the Southfield Owners' failure to perform such Obligation within ten (10) days thereafter, undertake to perform such Obligation and any costs associated therewith (inclusive of legal fees) shall be payable pursuant Paragraph 5(a) of this Agreement;

(b) In the event of an emergency, the notice period required by clause (a) above will be reduced to such reasonable period commensurate with the immediacy of the emergency, as determined in the Authority's reasonable judgment.

[Signatures on Following Page]

Exhibit A

Description of Maintenance Area

All completed portions of the Parkway. For the purposes of this Agreement, any portion of the Parkway shall be deemed completed on the date on which said portion is open and available for public use.

4824-8138-3737.1

The parties have executed this Agreement as of the date first set forth above.

AUTHORITY:

**SOUTHFIELD REDEVELOPMENT
AUTHORITY**, a body politic and corporate

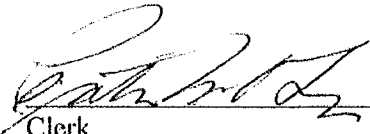
By: Lyndsey Kruger
Name: Lyndsey Kruger
Title: Chairman

LSTAR:

LSTAR SOUTHFIELD LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: Manager

[Seal]
ATTEST:


Clerk
Southfield Redevelopment Authority

HOA:

**SOUTHFIELD LANDOWNERS
ASSOCIATION, LLC**, a Massachusetts
limited liability company

By: **LStar Southfield LLC**, a Delaware
limited liability company, its manager

By: _____
Name: _____
Title: Manager

The parties have executed this Agreement as of the date first set forth above.

AUTHORITY:

**SOUTHFIELD REDEVELOPMENT
AUTHORITY**, a body politic and corporate

By: _____
Name: _____
Title: _____

LSTAR:

LSTAR SOUTHFIELD LLC, a Delaware
limited liability company

By: 
Name: KYLE CORNUM
Title: Manager

[Seal]
ATTEST:

Clerk
Southfield Redevelopment Authority

HOA:

**SOUTHFIELD LANDOWNERS
ASSOCIATION, LLC**, a Massachusetts
limited liability company

By: **LStar Southfield LLC**, a Delaware
limited liability company, its manager

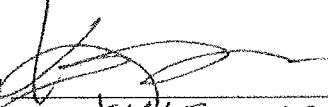
By: 
Name: KYLE CORNUM
Title: Manager

Exhibit A

Description of Maintenance Area

All completed portions of the Parkway. For the purposes of this Agreement, any portion of the Parkway shall be deemed completed on the date on which said portion is open and available for public use.

4811-5414-9945.1