

**EXCLUSIVE NEGOTIATION AGREEMENT**

**FOR THE**

**REDEVELOPMENT**

**OF**

**UNION POINT**

**BY AND BETWEEN**

**SOUTHFIELD REDEVELOPMENT AUTHORITY**

**AND**

**BPD UNION POINT LLC**

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**EXCLUSIVE NEGOTIATION AGREEMENT  
BY AND BETWEEN  
SOUTHFIELD REDEVELOPMENT AUTHORITY AND  
BPD UNION POINT LLC**

This Preliminary Exclusive Negotiation Agreement (the “ENA”) is entered as of June 30, 2020, by and between Southfield Redevelopment Authority (the “SRA”), a body politic and corporate established by the Commonwealth of Massachusetts under Chapter 291 of the Acts of 2014 (the “Enabling Legislation”), and BPD Union Point LLC, a Delaware limited liability company (the “Developer”) jointly (the “Parties”), for the purpose of entering in an exclusive negotiation process regarding the remaining master planning and redevelopment of a portion of the former Naval Air Station, South Weymouth (“NAS”), now known as Union Point.

**RECITALS**

A. The SRA, as successor-in-interest to the South Shore Tri-Town Development Corporation (the “Corporation” and, collectively with the SRA, the “Authority”), is charged with the responsibility to take possession of NAS and to cause the redevelopment of NAS in according with the Enabling Legislation.

B. In furtherance of the Authority’s responsibilities, the Authority entered into that certain NAS South Weymouth Disposition and Development Agreement dated as of May 5, 2004 (the “Original DDA”), as amended and restated by that certain Amended and Restated Disposition and Development Agreement, dated as of March 24, 2008, as amended and supplemented by a First Amendment dated as of March 26, 2009, a Second Amendment dated as of April 16, 2009, a Third Amendment dated as of May 27, 2009, a Fourth Amendment dated as of July 27, 2009, a Fifth Amendment dated as of September 29, 2009, a Sixth Amendment dated as of January 29, 2010, a Seventh Amendment dated as of April 27, 2010, an Eighth Amendment dated as of June 4, 2010, a Ninth Amendment dated as of September 27, 2010, and a Tenth Amendment dated as of December 28, 2010 (as so amended and supplemented, the First Amended DDA”), as amended and restated by that certain NAS South Weymouth Second Amended and Restated Disposition and Development Agreement (as so amended and restated, the “Second Amended DDA”), and as amended and restated by that certain NAS South Weymouth Third Amended and Restated Disposition and Development Agreement dated June 2017 (as so amended and restated, the “Prior DDA”), pursuant to which LStar Southfield LLC, a Delaware limited liability company (together with all affiliates thereof, “LStar”), was designated as, entitled to the benefits of, and assumed the responsibilities and obligations of, the Union Point “Master Developer” (as defined in the Enabling Legislation and in the Prior DDA).

C. LStar defaulted on its obligations as Master Developer under the terms of the Prior DDA and, after receipt of notice of the same from the SRA, LStar failed to timely cure such defaults; therefore, on February 25, 2019, the SRA delivered notice to LStar terminating the Prior DDA

and LStar's role as the Master Developer.

D. As of the date of this Agreement, there is no Master Developer for NAS, and the SRA is seeking a new Master Developer for the development of the remaining undeveloped portion of Union Point. In furtherance of the foregoing, the SRA issued a Request for Proposal for Real Estate Development Services for Union Point (the "RFP") on September 25, 2019, to which multiple parties responded. The Developer named above was selected by the SRA through a competitive process to enter into exclusive negotiations with the SRA to become the Master Developer for the remaining land to be developed at Union Point under a new Disposition and Development Agreement (the "DDA") that includes a revised Master Plan (the "Master Plan"), implementation schedule and financial plan, and will provide the terms set forth in Section 4 below.

E. The RFP contains or references data, information and reference materials relating to the NAS including zoning, infrastructure, environmental conditions and history of the Union Point project. The Developer has thoroughly reviewed this data and information.

F. The SRA and the Developer desire to set forth operating principles and understandings governing the use, acquisition and development of an approximately 394-acre portion of Union Point (the "Property"), and to provide a framework for the SRA and the Developer to move forward with the negotiation of the DDA. Union Point is a roughly 1,400 -acre site located within the towns of Abington, Rockland and Weymouth, Massachusetts (the "Host Communities"), and is described in detail within the RFP. A map of the Property is attached as Exhibit A.

G. This ENA primarily governs the creation of a Master Plan for the remaining Property that meets the vision and requirements of the SRA and the host communities, including the following goals:

- Advances an economically feasible and buildable Master Plan for a smart growth community that supports the socio-economic expectations of the Host Communities.
- Creates a sense of place that successfully integrates existing and future development into a construct that supports a vibrant and environmentally sensitive mixed-use community.
- Develops infrastructure systems to support the full build out consistent with the proposed Master Plan.
- Supports the SRA's economic development goals and financial obligations to the United States Navy, the Commonwealth and the Host Communities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SRA and the Developer agree as follows:

## **1. TERM OF ENA**

This ENA shall be effective commencing with the date first written above and continuing for a

period through and including the earlier of (a) the approval and execution of the DDA by a majority vote of the SRA Board of Directors, or (b) March 31, 2021 (the “Term”). This ENA shall terminate automatically upon the expiration of the Term and neither party shall have any further rights or obligations hereunder, except with respect to those matters that expressly survive termination. Any extensions shall be mutually agreed to by the Developer and by a majority vote of the SRA Board of Directors.

**2. FINANCING THE PROJECT.** The SRA was established to facilitate the development of the NAS to the benefit of the Host Communities, by serving as the local redevelopment authority authorized to accept the property conveyed from the Navy, by overseeing and providing a uniform and expedited local permitting and entitlement process, and by providing project funding mechanisms to be used in conjunction with the project funding provided by the Master Developer. In exchange for these benefits and services the Master Developer will receive, the Master Developer is expected to pay certain fees related to funding the SRA during the development phase of the project, in accordance with the terms to be agreed upon and set forth in the DDA. One of the goals of the ENA is to allow the SRA and the Developer sufficient opportunity to mutually agree to the terms of a new DDA which is expected to include certain fees to be paid by the Developer to assure the continuance of the SRA to function, and security deposits for such fees to continue the operations for a minimum amount of time through periods of instability, and for the major infrastructure components to be funded during any construction allowed prior to completion of the major infrastructure.

### **3. THE PROPERTY**

#### **3.1 Property to be Developed**

The Property consists of approximately 394 acres, more or less, of developable land comprised of (a) approximately 339 acres, more or less, that was conveyed to the SRA (and subsequently to previous Master Developers) by the Navy under an Economic Development Conveyance (“EDC”) pursuant to the Agreement for the Purchase of Real Property Between the United States of America and South Shore Tri-Town Development Corporation dated November 15, 2011, as amended (the “Purchase Agreement”), and (b) approximately 55 acres, more or less, that is still owned by the Navy and is subject to the Lease in Furtherance of Conveyance Between the United States of America and South Shore Tri-Town Development Corporation dated December 15, 2011, as amended (the “LIFOC”). It is the SRA’s intention to transfer the EDC portion of the Navy-owned property, in whole or in part, to the Developer or an affiliate thereof, in accordance with the terms of the new DDA. Pursuant to the terms of the new DDA, the Developer will assume certain of the SRA’s financial and other responsibilities for various aspects of the Purchase Agreement and the LIFOC.

#### **3.2 Master Plan**

The Master Plan for the Property must conform to the economic development goals of the United States Navy, the Enabling Legislation, the Zoning and Land Use By-Laws for NAS South Weymouth (the “Zoning By-Laws”), the Zoning Map and all municipal zoning, subdivision, wetlands, design and other land use and utility laws, ordinances, rules and regulations adopted by

the SRA or the Host Communities, as applicable, in connection with the permitting and licensing of the horizontal development and the vertical development (collectively, as the same may be amended from time to time, the “Regulatory Framework”); provided that the Master Plan may include plans by the Developer to seek to amend with the approval of the SRA certain components of the Regulatory Framework. Prior to proposing any changes to the Regulatory Framework, the Developer shall meet with the SRA to review and obtain approval for such changes. The Regulatory Framework does not include any Federal, State, or other local land use laws, ordinances, rules, or regulations administered by parties other than the SRA or the Host Communities. The Master Plan will identify the required infrastructure, in accordance with an infrastructure plan approved by and under the oversight of the SRA.

#### **4. SUBJECT OF NEGOTIATIONS FOR THE DDA**

The parties shall negotiate and use good faith efforts to reach agreement on a mutually acceptable DDA, which shall provide for, among other things, and in addition to all legal requirements for a development agreement pursuant to the laws of the Commonwealth of Massachusetts and the SRA’s Enabling Legislation, the following:

- a) a term consistent with the long-term phased build-out of the Property, in view of fluctuating market demands and the complex environmental and legal issues;
- b) consideration to the SRA as outlined above;
- c) the roles and responsibilities of the Developer and the SRA with respect to the development of the Property;
- d) conditions to conveyance of portions of the Property to the Developer, including, but not limited to, reasonable evidence that the Developer is advancing the Master Plan and related infrastructure plans in accordance with any required regulatory approvals, etc.;
- e) the Developer’s responsibility to comply with all applicable environmental requirements, including, without limitation, deed restrictions and other land use controls imposed by the Navy or any regulatory agencies, and with mitigation measures required under the MEPA Review and any other environmental regulatory measures;
- f) adequate means to assure the SRA of the Developer’s financial capability to fulfill the financial, indemnification and other performance obligations of the Developer, which means may include but not be limited to: guaranties from suitable entities, performance deposits, letters of credit, and/or surety bonds that are appropriate for any guaranteed obligations. Designated representatives of the SRA who may be required to execute non-disclosure agreements shall make determinations as to the adequacy of such assurances in good faith in light of the public purposes and objectives of Property redevelopment;
- g) the reservation of such powers and controls by the SRA as may be necessary and/or

appropriate to prevent the transfer, retention or use of the Property for speculative purposes and to ensure that development is carried out in a timely manner;

- h) the Developer's commitment to develop the Property upon conveyance thereof and approval of all required permits and entitlements and to market the Property thereafter in a timely manner;
- i) Legislative and/or Zoning amendments and other approvals to be obtained by the Developer, as needed to attain the development entitlement mix and employment generation goals of the Master Plan;
- j) cooperation from the SRA concerning the support to obtain public grants from State and Federal sources, and to assist the Developer with efforts to solidify the support of any agencies key to the programming, contracting and financing of necessary regional transportation improvements programs;
- k) cooperation from the SRA concerning the support to obtain public grants from State and Federal sources, and to assist the Developer with efforts to solidify the support of the various federal, state and local agencies key to the programming, contracting and financing of necessary onsite and offsite infrastructure (e.g., water, wastewater and stormwater projects);
- l) cooperation from the SRA concerning the use of public financing and funding available from the SRA's bonding capacity as set forth in the Enabling Legislation;
- m) location and maintenance of the offices for the SRA, the Developer and the Navy within Union Point; and
- n) to the extent not already addressed above, those certain business obligations outlined in Section 6-H of the RFP.

## **5. COMMUNITY OUTREACH**

The SRA and the Developer recognize that prior to and following the date of this ENA, a coordinated and focused community outreach program, including general press releases and other communication with the media, is of paramount importance. The SRA and the Developer agree that a community outreach strategy and implementation plan will be mutually agreed to prior to the execution of the DDA, and that clear lines of responsibility will be defined at that time.

## **6. EXCLUSIVITY**

During the term hereof, and provided the Developer remains in compliance with its obligations hereunder, the SRA will (i) negotiate exclusively with the Developer regarding the development

and master planning of the Property (or any portion thereof), the entering into of any DDA in connection therewith and any other transaction contemplated by this ENA; and (ii) not negotiate, discuss or provide information (directly or indirectly) to any other party in connection with such other party developing or serving as the master planner or master developer of all or any portion of the Property or in connection with any other transaction that would frustrate the transactions contemplated by this ENA (or initiate or continue the RFP or any other process to solicit other parties for proposals for such parties to act as developers or master planners of all or any portion of the Property or to participate in any other transaction that would frustrate the transactions contemplated by this ENA), and, to the extent the SRA has commenced any such negotiations or discussions, the SRA will discontinue any such negotiations or discussions. If the SRA and the Developer have not entered into the DDA upon the expiration of the Term, the SRA shall be free to negotiate a transaction with respect to the development and master planning of the Property and any DDA with any third parties.

Anything herein to the contrary, the SRA shall have the continuing rights to communicate with property owners, prosecute any and all claims or proceedings involving any property in Union Point or relating to past, present or future obligations under any existing development agreements, and in general continue in the ordinary course of business to perform all lawful functions and duties set forth under the enabling legislation.

## **7. OTHER PARTIES OR VENTURERS**

The Developer has made certain disclosures to the SRA of its principals and key managerial employees, as more particularly set forth on Exhibit C attached hereto. During the Term, the Developer shall make timely advance full disclosure to the SRA of any material changes to this information and shall not assign its rights to any other unaffiliated persons or entities without the written consent of the SRA, which consent shall not be unreasonably withheld, conditioned or delayed.

## **8. LIMITATIONS**

**8.1 The SRA.** By its execution of this ENA, the SRA is not committing itself to or agreeing (i) to undertake acquisition of any land or disposition of land to the Developer, (ii) to enter into a binding DDA, (iii) to process any entitlements, or (iv) to take any other action or activity requiring the subsequent independent exercise of discretion by the SRA, or any agency or department thereof. This ENA does not constitute a disposition of property or exercise of control over property by the SRA. The execution of this ENA by the SRA is merely an agreement to enter into a period of exclusive negotiations according to the terms and conditions hereof, reserving final discretion and approval by the SRA as to any DDA and all proceedings and decisions in connection therewith.

**8.2 The Developer.** By its execution of this ENA, the Developer is not committing itself to acquire any land or agreeing to enter into a binding DDA. The parties recognize that the Developer must first conduct due diligence investigations and negotiate the terms of the DDA before exercising its decision to enter into such agreements, and Developer shall have no liability to the SRA or any other party if, after completing such due diligence

investigations or having commenced such negotiations, the Developer does not elect to enter into a binding DDA.

## **9. REPRESENTATIONS AND WARRANTIES**

The Developer represents and warrants to the SRA as follows:

- a) The Developer has been duly organized and validly exists under the laws of the State of Delaware. The Developer has the full right, power and authority to enter into this ENA and to carry out the Developer's obligations hereunder, and all requisite action necessary to authorize the Developer to enter into this ENA and to carry out its obligations hereunder have been taken. The person signing this ENA on behalf of the Developer is authorized to do so. The Developer is, or promptly after the execution hereof shall be, duly qualified or licensed and in good standing to do business in the Commonwealth of Massachusetts and in each jurisdiction in which such qualification is required. This ENA (i) is duly authorized, executed and delivered by the Developer, (ii) does not violate any provision of any judicial order to which the Developer is a party or to which the Developer is subject, and (iii) constitutes a valid and legally binding obligation of the Developer, enforceable against the Developer in accordance with its respective terms.
- b) Without investigation and to the best knowledge of the Developer, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending or threatened in writing against the Developer which, if adversely determined, could individually or in the aggregate materially interfere with the performance of the Developer's obligations under this ENA.
- c) Neither the execution and delivery of this ENA by the Developer, nor the performance by the Developer of its obligations hereunder will (i) violate any provision of the Developer's organizational documents, (ii) violate any applicable law to which the Developer is subject, or (iii) result in a violation or breach of, or constitute a default under, any agreement to which the Developer is a party or is bound.

## **10. INDEMNITY**

The Developer shall defend, indemnify, and hold harmless the SRA from all suits, claims (collectively, "Actions"), actual damages, actual liabilities and out-of-pocket expenses (collectively, "Losses") imposed upon, suffered by, or incurred by the SRA by reason of any negligence or willful misconduct by the Developer arising out of or in connection with the performance of the Developer's obligations under this Agreement. The Developer agrees at its own cost, expense and risk to defend any and all Actions against the SRA arising out of or in connection with the Developer's development activities at the NAS and to pay and satisfy any resulting Losses provided that in no event shall the Developer be liable to indemnify the SRA or any other party for consequential, special or punitive damages.

To the extent permitted by law, the SRA shall defend, indemnify, and hold harmless the Developer from all Actions and Losses incurred by the Developer by reason of any gross negligence or willful misconduct by the SRA arising out of or in connection with the performance of the SRA's obligations under this Agreement. The SRA agrees at its own cost, expense, and risk to defend any and all Actions against the Developer arising out of or in connection with the SRA's development activities at the NAS and to pay and satisfy any resulting Losses, provided that in no event shall the SRA be liable to indemnify the Developer or any other party for consequential, special or punitive damages. Moreover, and notwithstanding anything to the contrary set for the above, the SRA's obligations and liabilities under this Section 10 shall be limited (a) to the extent of any available insurance proceeds (or any insurance proceeds that would have been available but for the failure of the SRA to maintain required insurance), and (b) by any legal immunities, defenses or protections available to the SRA pursuant to Applicable Laws as a result of the SRA's status as a body politic and corporate, including, without limitation, the provision of Massachusetts General Laws, Chapter 258, Section 1 et seq. and the Enabling Legislation.

Anything herein to the contrary, the Developer understands and agrees that the land which is the subject of this ENA will be acquired in as-is condition and that the SRA is not making any representation as to the quality or condition of the property which said matters shall be fully evaluated by the Developer and accepted by the Developer following the execution of the new DDA.

## **11. NO BROKERAGE**

The Developer and the SRA each represents and warrants to the other that they have not dealt with nor utilized the services or facilities of any real estate agent or broker in connection with this ENA.

## **12. DEFAULTS, REMEDIES AND TERMINATION**

### **12.1 Defaults: General Provisions.**

Subject to any extensions of time by mutual consent of the parties, the cure provisions set forth herein, and any other provision of this Agreement, any failure or delay by either party to perform any obligation under this Agreement shall constitute a default.

### **12.2 Cure of Default.**

In the event of an alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured and a reasonable period of time in which to cure, that shall in no event be less than thirty (30) days, or if such default cannot reasonably be cured within thirty (30) days, a period of time that is sufficient with the exercise of diligence to allow for such cure. During any such period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings, but shall use diligent efforts to effect the cure.

**12.3 Remedies After Expiration of Cure Period.**

After notice and expiration of the cure period, if the alleged default has not been cured in the manner set forth in the notice (an “Event of Default”), the non-defaulting party may at its option: (a) institute legal proceedings to obtain appropriate judicial relief, including but not limited to mandamus, specific performance, injunctive relief, or termination of this Agreement; (b) give the defaulting party notice of intent to terminate this Agreement (a “Notice of Termination”), which shall be effective thirty (30) days thereafter. If the Developer is the defaulting party, the SRA shall provide to the Developer an opportunity to be heard by the Board of Directors of the SRA prior to giving the Notice of Termination; or (c) pursue any other remedy available at law or in equity that is not expressly waived in this Agreement.

**12.4 Effect of Termination.**

From and after any termination pursuant to the terms of this Agreement (other than as a result of the SRA and the Developer entering into the DDA), the Developer and the SRA shall cooperate to ensure an orderly transition of the management and operation of the Project prior to the applicable termination date.

**13. NOTICES**

All notices or communications required or given hereunder between the SRA and the Developer shall be in writing, and may be given either personally, by a recognized national overnight courier or by certified United States mail, return receipt requested. If given by United States mail, the notice shall be deemed to have been given on the date of receipt or rejection as shown on the receipt, or if no return receipt is requested, three (3) business days after deposit in the mail, postage prepaid. If personally delivered, notice shall be deemed to have been given on the date of delivery to the party to whom it is addressed. If by national courier, notice shall be deemed to have been given one (1) day after delivery to the courier service. Any party hereto, by giving ten (10) business days’ written notice to the other, may designate any other address in substitution of the address to which the notice or communication shall be given. Notices or communications shall be given to the parties at the addresses set forth below unless and until specified otherwise in writing:

To the SRA:

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

With copies to:

Robert W. Galvin, Esq.  
Galvin & Galvin, PC  
10 Enterprise Street, Suite 3  
Duxbury, MA 02332-3315

To the Developer:

c/o Brookfield Properties Development LLC  
250 Vesey Street, 15<sup>th</sup> Floor  
New York City, NY 10281  
Attn: Jonathan Moore

With copies to:

c/o Brookfield Properties  
3200 Park Center Drive, Suite 1000  
Costa Mesa, California 92602  
Attn: Amy Arentowicz, Senior Vice President - Legal

#### **14. MISCELLANEOUS**

- a) This ENA shall not be assigned by the Developer to another party without the prior written approval of the SRA; provided that the Developer may assign the ENA to, or cause the DDA to be executed by, an affiliate of the Developer that is directly or indirectly controlled by Brookfield Asset Management Inc. or Brookfield Property Partners, L.P.
- b) This ENA shall be binding upon and inure to the benefit of successors in interest of the parties hereto, including their legal representatives, the SRA's constituent members and its successors-in-office, and the Developer's permitted successors-in-interest.
- c) This ENA is intended only for the benefit of the parties hereto and not for the benefit of any other individual, entity or person.
- d) This ENA may only be amended by an instrument in writing executed by the original parties or their permitted successors in interest.
- e) If any term, provision, covenant or condition of this ENA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this ENA shall continue in full force and effect.
- f) This ENA shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- g) This ENA constitutes the entire understanding and agreement of the parties hereto and supersedes all prior understandings, negotiations or agreements between the parties hereto with respect to all or any part of the subject matter hereof.
- h) This ENA has been reviewed by legal counsel for each of the parties, and no

presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this ENA.

- i) Time is of the essence of this ENA and each provision hereof.

## **15. LIST OF EXHIBITS**

EXHIBIT A – MAP OF THE PROPERTY

EXHIBIT B – RESERVED

EXHIBIT C – DEVELOPER PARTIES

IN WITNESS WHEREOF, the SRA and the Developer have signed this ENA under seal effective as of the date first set forth above.

SOUTHFIELD DEVELOPMENT AUTHORITY (SRA)

By: \_\_\_\_\_  
Name:  
Title:

BPD UNION POINT LLC

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the SRA and the Developer have signed this ENA under seal effective as of the date first set forth above.

SOUTHFIELD DEVELOPMENT AUTHORITY (SRA)

By: 

Name: **Thomas Henderson**

Title: **Chairman**

BPD UNION POINT LLC

By: 

Name: **Amy Arentowicz**

Title: **Senior Vice President**

EXHIBIT A  
MAP OF THE  
PROPERTY

EXHIBIT B  
RESERVED

## EXHIBIT C

### DEVELOPER PARTIES

- Brookfield North America Leadership Team
  - Adrian Foley, President & COO, Development
  - Don Merlo, COO, Mixed-use West Development
  - Jon Moore, Chief Strategy Officer, Mixed Use Development
  - Dene Oliver, Chief Vision Officer
  - Amy Arentowicz, Sr. Legal, Development
  
- Brookfield Project Team
  - Matt Elsesser, COO, Mixed-use East
  - Randy Johnson, Executive VP, Business Development (Lead Development Liaison for Union Point)
  - Chelsea Ziegelbaum, Development Manager
  
- Local Project Team
  - Tony Green, Green Southfield
  - Tom Berkley, Planning and Development Consultant
  - John Twohig, New England Development