

COOPERATION AGREEMENT

This Cooperation Agreement (the "Agreement") is made as of this ___ day of August, 2013, between Westwood Marketplace Holdings LLC, Delaware limited liability company, and having a usual office at c/o New England Development, One Wells Avenue, Newton, Massachusetts 02459 ("WMH"), and the Town of Canton, a municipal corporation, acting by and through its Board of Selectmen (the "Board of Selectmen") and having its usual offices at 801 Washington Street, Canton, Massachusetts (the "Town"). The Town and WMH may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, WMH is the owner of the property which is currently intended to be included within the University Station Project (the "Project"), to be developed on approximately 130 acres in Westwood, Massachusetts, which Project's Master Development Plan, subject to and in accordance with the terms of the University Avenue Mixed-Use Development By-Law (the "UAMUD By-Law"), showing the land currently intended to be included within the Project for purposes of this Agreement is attached as Exhibit A (the "Master Development Plan"); and

WHEREAS, the Town and WMH have undertaken good faith negotiations to resolve any outstanding issues between the Town and WMH concerning the Project; and

WHEREAS the Town and WMH recognize the importance to the Commonwealth, to the region, and to the Project that the Dedham Street Corridor Improvements, as defined herein, be constructed,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TRAFFIC MITIGATION AND MONITORING**

1.1 *Completion of Roadway Improvements Prior to Project Opening* – The Parties agree that certain traffic infrastructure improvements (the "Primary Roadway Improvements") described on Exhibit B, attached hereto, are required in order to facilitate development of the Project and to mitigate its impacts. The Primary Roadway Improvements will be implemented by WMH directly or in coordination with the Commonwealth of Massachusetts and/or the Town of Westwood. The Town will cooperate with respect to the completion of the Primary Roadway Improvements, including cooperation with the WMH to obtain all permits and approvals from any other governmental authority necessary to implement the Primary Roadway Improvements. The Primary Roadway Improvements must be substantially completed, subject to the terms hereof, prior to issuance of final certificates of occupancy for the first sequence of the Project as described in Section 1.4 hereof. The Primary Roadway Improvements shall be deemed substantially completed if the roadways are sufficient to handle the traffic contemplated to result from the Project, as set forth in the Project's Notice of Project Change ("NPC") submitted by WMH in accordance with the Massachusetts Environmental Policy Act (M.G.L. c.30, §§61-62I) and related regulations ("MEPA").

1.2 *Blue Hill Drive Ramp* – The Town and WMH acknowledge and agree that traffic infrastructure improvements to the Blue Hill Drive Ramp on Route 93/95 are required in order to facilitate development of the Project (the “**Blue Hill Drive Ramp Work**” and are a part of the Primary Roadway Improvements listed on Exhibit B). The Blue Hill Drive Ramp Work will be implemented by the Massachusetts Department of Transportation (“**MassDOT**”) and/or other governmental entities. The Parties acknowledge and agree that the Blue Hill Drive Ramp Work may be constructed in sequences, which may include interim improvements, as set forth in the NPC. If the final Blue Hill Drive Ramp Work is not complete prior to the issuance of final certificates of occupancy for the first sequence of the Project as described in Section 1.4 hereof, the Parties acknowledge and agree that WMH will encourage MassDOT to complete construction of the Blue Hill Drive Ramp Work as soon as possible after completion of the other Primary Roadway Improvements.

1.3 *Dedham Street Corridor Improvements*. The Town and WMH each acknowledge the importance and benefits of the construction of the Dedham Street Corridor Improvements as defined in Section 1.5 of this Agreement to the Commonwealth, to this region, to the Town and the Project, and accordingly the parties agree to use reasonable efforts necessary and proper to promote and support the construction of the Dedham Street Corridor Improvements by the Commonwealth or the United States, or any combination thereof, and to support, jointly and separately, as may best advance the cause the completion of the Dedham Street Corridor Improvements. To the extent WMH should, in the future, seek to increase the size of the Project beyond 2.1 million square feet of development, the Town reserves the right to seek the imposition in any permit, condition or approval for any aspect of the increased Project or any mitigation work related thereto, of a condition that the Dedham Street Corridor Improvements be completed before such increased Project commences.

1.4 *Traffic Monitoring* – Upon issuance of final certificates of occupancy for the first sequence of the Project (defined as buildings containing approximately 600,000 square feet of commercial space and 350 residential units), WMH shall institute a traffic monitoring program substantially in accordance with the terms of Exhibit D, attached hereto (the “**Traffic Monitoring**”) related to the Dedham Street Corridor Improvements. The Traffic Monitoring shall continue annually thereafter until the earlier of (i) completion of the MassDOT Dedham Street Corridor Improvement Project (defined immediately below), and (ii) the two-year anniversary of substantial completion of the Project (defined as approximately 2,100,000 square feet of development). Notwithstanding anything to the contrary herein, the Town reserves the right to object and to present rebuttal to MassDOT, prior to the implementation of any such proposed Alternative Mitigation Plans, as referenced in the attached monitoring condition that WMH may seek to propose. Furthermore, WMH agrees to (i) consult with the Town and to undertake a good faith effort to resolve any disagreements with the Town with respect thereto, prior to submitting Alternative Mitigation Plans, and (ii) invite representatives of the Town to participate in meetings or calls with MassDOT to discuss any objections or rebuttal the Town might have to the Alternative Mitigation Plans.

1.5 *Dedham Street Corridor Improvement Project* – As summarized in the Traffic Impact Report for the Project, the “**Dedham Street Corridor Improvement Project**” refers to MassDOT’s project to widen Dedham Street from two to four lanes (to five lanes on the bridge

over I-95), including widening of bridges over the Neponset River and MBTA rail tracks, construct an off-ramp from I-95 northbound to Dedham Street, and install new traffic signals at (i) the existing Dedham Street/I-95 southbound on-ramp intersection (to accommodate a left turn onto the ramp from Dedham Street), (ii) the new Dedham Street/I-95 northbound off-ramp intersection, and (ii) the existing Dedham Street/Shawmut Road Intersection.

a) *Canton Intersection Improvements* – WMH commits to design, construct, and/or monitor certain traffic improvements in the Town of Canton as part of the University Station Project (the “**Canton Intersection Improvements**”), all as described and shown on the attached **Exhibit C**, subject to WMH obtaining all permits and approvals necessary to implement one or more of the Canton Intersection Improvements. If WMH cannot obtain permits and approvals for a particular intersection included in the Canton Intersection Improvements, WMH will still commit to designing, constructing, and/or monitoring other Canton Intersection Improvements for which it does receive permits and approvals. The Canton Intersection Improvements will be implemented by WMH. Subject to the terms of Section 1.6 hereof, the Town will cooperate with respect to the completion of the Canton Intersection Improvements. Subject to the terms of Section 1.6 hereof, such cooperation will include, without limitation, the grants of such licenses, work permits and easements, and the implementation of such temporary measures, as shall be reasonably necessary to allow for completion of the Canton Intersection Improvements. Subject to the terms of Section 1.6 hereof, the Town agrees to cooperate with WMH to obtain all permits and approvals from any other governmental authority necessary to implement the Canton Intersection Improvements. The Canton Intersection Improvements shall be substantially completed prior to issuance of final certificates of occupancy for the first sequence of the Project as described in Section 1.4 hereof. The Canton Intersection Improvements shall be deemed substantially completed if the roadways are sufficient to handle the traffic contemplated to result from the Project, as set forth in the NPC. To the extent the Dedham Street/Washington Street (as described in **Exhibit C**) work does not receive all necessary permits and approvals, after good faith efforts by the Town (but subject to the terms of Section 1.6 hereof) and WMH, such that WMH is not required to build the Dedham Street/Washington Street improvements under its existing permits and approvals, then WMH agrees to make the estimated value of such improvements (\$280,000) available to the Town to fund such improvements or other Project-related improvements, provided such improvements (i) do not materially adversely impact the traffic operations in the vicinity of the Project site; and (ii) are not inconsistent with the permits and approvals, including required mitigation, issued in connection with the Project.

1.6 *Reservation of Governmental Authority* – Notwithstanding anything to the contrary herein, nothing in this Agreement shall be construed in any way to affect, prevent or otherwise limit the legal authority of any agency, commission or department of the Town including the Board of Selectmen from hearing and deciding on permitting matters or on other approvals lawfully before them in connection with the Project pursuant to applicable law or bylaws, and further nothing in this Agreement shall require any governmental agency to act or not act beyond the scope of authority as may or may not be granted by the General Court of the Commonwealth or the scope of authorization as may or may not be voted by town meeting of the Town.

1.7 *Washington Street/Chapman Street* – Upon commencement of vertical construction of a building within the Project (for purposes of this Agreement, vertical construction shall mean the construction of any permanent above-grade buildings (in excess of 180,000 square feet) pursuant to a building permit issued for the purpose, but specifically excluding so-called horizontal improvements, which may include, without limitation, any grading, landscaping, paving, utility installation, environmental remediation, foundation or similar work), WMH shall deposit Three Hundred Thousand Dollars (\$300,000) into a fund (the “Washington/Chapman Fund”) that Canton may use, in its sole discretion, to construct the Washington Street/Chapman Street Improvements more fully described in Exhibit C; provided, however, if the Town is unable to secure the necessary rights-of-way required to construct the Washington Street/Chapman Street Improvements, the Town shall use the Washington/Chapman Fund to defray any other of the Town’s costs and expenses that the Town may incur, at its discretion, including but not limited to the cost of designing and constructing additional roadway improvements. WMH and the Town acknowledge and agree that WMH shall not be responsible for any eminent domain takings or other land acquisition that may be required in connection with the Washington Street/Chapman Street Improvements. WMH and the Town also acknowledge and agree that the construction of the Washington Street/Chapman Street Improvements may vary from the description of such Improvements contained in Exhibit C.

1.8 *Circulation Studies Fund* – Upon commencement of vertical construction of a building within the Project, WMH shall deposit Fifty Thousand Dollars (\$50,000) into a fund (the “Circulation Fund”), which the Town may use, in its sole discretion, to study local roadway circulation impacts from the Project or the proposed roadway projects contemplated herein. WMH shall not oppose the implementation by the Town of any circulation impact improvements resulting from such study, and the Town’s efforts, if any, to obtain all permits and approvals from any other governmental authority necessary to implement such improvements, provided such improvement(s) (i) do not materially adversely impact the traffic operations in the vicinity of the Project site; and (ii) are not inconsistent with the permits and approvals, including required mitigation, issued in connection with the Project.

2. COOPERATION COMMITMENTS

2.1 *MassDOT Section 61 Finding* – In connection with review of the Project’s NPC, WMH shall use good faith efforts in working with MassDOT to include in the Project’s “Section 61 Finding” to be issued by MassDOT’s Highway Division, WMH’s commitments set forth in this Agreement with respect to those portions of the Primary Roadway Improvements under the jurisdiction of MassDOT, as well as the Canton Intersection Improvements. Notwithstanding the foregoing, WMH’s commitments with respect to the funding of the “Washington Street/Chapman Street Improvements” listed on Exhibit C hereto shall not be included in the Project’s Section 61 Finding, but funds shall be made available as set forth in Section 1.7 hereof.

2.2 *Cooperation* – The Board of Selectmen and WMH agree to work cooperatively, on a going-forward basis, to execute and deliver documents, seek permits and approvals from state (including, without limitation, MEPA and Department of Environmental Protection), county (including, without limitation, Norfolk County Commissioners, it being understood, however, that the Board of Selectmen reserves the right to object to any proposal before the Norfolk

County Commissioners that would change streets to one-way only or permanently obstruct traffic (e.g., with jersey barriers or like improvements) or that would cause undue delay), and local authorities, and take such other actions, whether or not explicitly set forth herein, that may be necessary in connection with the development of the Project ("permits and approvals"), subject to the provisions of Sections 1.3 and 1.6 hereof. Such potential future actions may include, without limitation, issuing letters of support in connection with permitting activities, and at WMH's sole cost and expense, effecting additional eminent domain takings and granting easement rights as requested by WMH and as may be necessary to complete the Canton Intersection Improvements and the other improvements described herein or required for the Project provided that the Board of Selectmen of the Town is properly authorized to do so in accordance with applicable law. Subject to the provisions of Sections 1.3 and 1.6 hereof, The Town and WMH acknowledge and agree that the Board of Selectmen's support of the Project and cooperation shall include but not be limited to the following:

a) Upon execution of this Agreement, the Board of Selectmen agrees that it will support and will not oppose, appeal, bring an administrative action or suit against, or otherwise directly or indirectly object to the Project or its off-site mitigation or any permits and approvals to be issued or required to be issued to WMH and/or for the development of the Project, provided: (i) that all such permits and approvals are consistent with the currently approved plans for the Project as such permits and approvals may be modified consistent with the terms of the Project's Master Development Plan, the UAMUD By-Law, and this Agreement, so long as the total square footage of the Project does not increase beyond the currently contemplated 2,100,000 total square feet (the Parties acknowledge that the location of buildings, square footages, mix of uses and design elements may be altered in WMH's sole discretion pursuant to the terms and restrictions of the Master Development Plan and the UAMUD By-Law); and (ii) all such permits and approvals issued or to be issued to WMH are not inconsistent with the plans for the Dedham Street Corridor Improvements.

b) The Board of Selectmen agrees to exercise, at its discretion, its eminent domain authority to take such interests in land, and to grant easements, licenses, and/or rights of entry upon land owned or controlled by the Town, all as may be requested by WMH and in connection with or required for the construction of the Project as approved (expressly inclusive of all off-site mitigation improvements), and the fulfillment by WMH of its obligations set forth herein, at no cost to the Town, provided that it is authorized to do so as may be required by law. WMH shall indemnify and hold harmless the Town from and against any and all damage awards, actions, claims, costs, damages, expenses, reasonable attorneys' fees and expert witness fees arising from its obligations under this Section 2.2(b).

c) The Board of Selectmen agrees, without limitation of the foregoing, to cooperate with and not oppose WMH to obtain all permits and approvals from any other governmental authority, including but not limited to the Norfolk County Commissioners (it being understood, however, that the Board of Selectmen reserves the right to object to any proposal before the Norfolk County Commissioners that would change streets to one-way only or permanently obstruct traffic (e.g., with jersey barriers or like improvements) or that would cause undue delay), for work contemplated on Canton Street, necessary to

implement the Canton Intersection Improvements and the overall Project at its current size of 2.1 million square feet, pursuant to the permits and approvals from, and agreements with, the Town of Westwood and, without limiting the generality of the foregoing, shall not appeal any permits and approvals issued to WMH or otherwise with respect to the Project, or take any other action, directly or indirectly, that would in any way compromise, obstruct, or impair the ability of WMH to permit and construct the Project, subject to the provisos set forth in subparagraph (a) of this Section 2.2. Rather, subject to the terms and conditions set forth herein, the Town shall cooperate fully with the development efforts of WMH. Further, if and to the extent there are any actions, suits or letters of objection related to the Project (as previously or now configured) brought by the Town, the Town agrees to withdraw any such actions, suits or objections associated with the Project or mitigation work to be performed in connection with the Project.

d) The Board of Selectmen agrees to cooperate with and assist WMH in obtaining all permits and approvals required from any governmental authority in connection with the Project, and will issue any permits and approvals and seek such other relief as may be required from the Town to allow portions of the Project located within the Town to be used for parking, parking structures, and other improvements, including buildings, in connection with the Project. Nothing in this Agreement shall be construed in any way to affect, prevent or otherwise limit the legal authority of any agency, commission or department of the Town from hearing and deciding on permitting matters or on other approvals lawfully before them in connection with the Project pursuant to applicable law or ordinance. The Board of Selectmen agree to support such applications before the aforementioned agencies, commissions and departments and shall inform them of this Agreement.

3. MISCELLANEOUS

3.1 *Project Entrance* – The Parties agree that ingress and egress to the Project will be focused on the Project’s “front door” located at the intersection of University Avenue and Blue Hill Drive, near the Route 128 multi-modal transit station. The Project’s amenities, main identification signage, water features, public park areas and walking trails will be focused at the front door side of the Project. The Parties acknowledge and agree that the University Avenue/Canton Street intersection will not be a focus of amenities or serve as the primary access point to and from the Project.

3.2 *Municipal Fund* – Upon the earlier of (i) commencement of actual vertical construction of a building at the Project, or (ii) December 31, 2013, WMH shall deposit One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) into a fund (the “**Municipal Fund**”) to be held by the Board pursuant to M.G.L. c. 44, sec. 53A to defray the Town’s costs and expenses associated with the Project that the Town may incur, including but not limited to the cost of designing and constructing additional roadway improvements and otherwise to be used by the Board of Selectmen in its sole discretion. The Municipal Fund shall be inclusive of the Washington/Chapman Fund and the Circulation Fund and, once funded, the obligations of WMH under Section 1.7 and 1.8 above shall be deemed satisfied.

3.3 *Reimbursement of Town's Legal Fees* – Upon execution of this Agreement, WMH shall pay the Town Seventy Five Thousand Dollars (\$75,000) for reimbursement of legal and engineering expenses incurred by the Town in connection with the University Station Project.

3.4 *Sidewalks* – The roadway construction work to be completed by WMH in accordance with this Agreement shall include the installation of sidewalks, subject to the issuance of all necessary permits and approvals for such sidewalks. All sidewalks to be installed in fulfillment of WMH's obligations under this Section 3.4 are shown on the plans attached hereto as Exhibit C, and WMH shall not be required to install any sidewalks other than those shown on such plans.

3.5 *Enforcement and Governing Law* – This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. The parties agree that any dispute hereunder shall be adjudicated in the Massachusetts Land Court or Norfolk Superior Court.

3.6 *WMH Release* – Effective upon the Parties' execution and delivery of this Agreement, WMH, for itself and its successors and assigns (the "WMH Releasors") hereby waive and release the Town and its officers, directors, agents, employees, and the heirs, executors, administrators, successors and assigns of each of the foregoing from any and all claims for payment and any and all losses, expenses, damages, penalties, judgments, costs, obligations and liabilities of any kind or nature, arising out of the Project. The WMH Releasors do not release any claims they may have for breach of this Agreement.

3.7 *Town's Release* – Effective upon the Parties' execution and delivery of this Agreement, the Town, its officers, directors, agents, employees, and the heirs, executors, administrators, successors and assigns of each of the foregoing (the "Town Releasors") hereby waive and release WMH and its officers, directors, agents, employees, and the heirs, executors, administrators, successors and assigns of each of the foregoing from any and all claims for payment and any and all losses, expenses, damages, penalties, judgments, costs, obligations and liabilities of any kind or nature, arising out of the Project. The Town Releasors do not release any claims they may have for breach of this Agreement.

3.8 *Modifications* – No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all Parties.

3.9 *Force Majeure* – If WMH is prevented from performing its obligations hereunder by an event of *force majeure*, it shall be temporarily excused from performing hereunder for the duration of the *force majeure* event and shall not be liable in damages or otherwise arising from such *force majeure* event, and the parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this Agreement, the term *force majeure* shall mean any cause beyond the reasonable control of the affected party, including without limitation requirements of statute or regulation not adopted as of the date of this Agreement; action of any court, regulatory authority, or public authority having jurisdiction; acts of God, fire, earthquake, floods, explosion, war, terrorism, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open

market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of governmental or military authorities, denial of, refusal to grant or appeals of any permit, approval, or action of any public or quasi public authority, official, agency or subdivision, or any other cause similar to the foregoing, not within the reasonable control of such party obligated to perform such obligation. The Parties acknowledge and agree that no payments otherwise due or obligations otherwise required under this Agreement shall be required so long as construction of the Project is delayed or prevented in connection with, or as the result of, any appeal of any necessary permit or approval. For purposes of this Agreement, permits and approvals shall be deemed obtained if (i) such permits and approvals are not appealed and are final, or such appeal has been resolved to WMH's satisfaction; and (ii) such permits and approvals are subject to conditions reasonably acceptable to WMH. If the Town is unable, due to Section 1.6 hereof, to fulfill its obligations under this Agreement, the Town and WMH agree to (i) consult in good faith regarding ways to advance issues important to the Town, region, Commonwealth, and the Project consistent with the spirit of this Agreement, and (ii) work in good faith to modify or re-state this Agreement in a way that is consistent with the spirit of this Agreement and within the Town's authority.

3.10 *Obligations Not Personal* – The obligations of WMH do not constitute personal obligations of WMH or of the members, trustees, partners, directors, officers or shareholders of WMH, or any direct or indirect constituent entity of WMH or any of its or their affiliates or agents, and the Town shall not seek recourse against any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Agreement or otherwise. The liability of WMH is in all cases limited to its interest in the Project site. In no event shall WMH be liable for any incidental, indirect, punitive, special or consequential damages. Similarly, the obligations of the Town do not constitute personal obligations of individual members of the Board of Selectmen or of any officers or employees of the Town, and WMH shall not seek recourse against any of the foregoing individuals or any of their personal assets for satisfaction of any liability of the Town with respect to this Agreement or otherwise. In no event shall any individual members of the Board of Selectmen or any officers or employees of the Town be liable for any incidental, indirect, punitive, special or consequential damages. In the event any party succeeds to all or any portion of WMH's rights and obligations hereunder by transfer, assignment or otherwise, such succession shall be effected pursuant to a written agreement whereby the transferee is responsible for all applicable obligations or liabilities arising from and after the date of assignment, and WMH is responsible (except to the extent assumed by transferee) for all applicable obligations or liabilities arising prior to the date of assignment, and a copy of such written agreement shall be provided to the Town. Following execution of such written agreement, the Town agrees that it shall look to the transferee and not WMH with respect to any applicable obligations or liabilities in accordance with the terms of the assignment.

3.11 *Entire Agreement* – This Agreement reflects the entire agreement of the Parties with respect to the matters contained herein, and supersedes all prior or existing negotiations, representations, or agreements, and all other oral, written, or other communications between them concerning the subject matter of this Agreement.

3.12 *Successors and Assigns* – Without limiting any provisions in this Agreement, it is expressly acknowledged and agreed that the obligations hereunder shall apply to, and be enforceable against, only WMH and its successors and assigns, and no third-party developer,

owner, tenant, or other person or entity shall be liable for the performance or breach of any obligations hereunder. In no event shall the Town assign its rights or obligations under this Agreement without the prior written consent of WMH, in its sole discretion.

3.13 *Counterparts* – This Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. It is agreed that electronic signatures shall constitute originals for all purposes.

3.14 *Notices* – All notices required or permitted hereunder shall be in writing and addressed as follows:

Board of Selectmen
Town of Canton
801 Washington Street
Canton, MA 02021

Attention: William Friel, Town Manager

With a copy to:

Paul R. DeRensis, Esquire
Deutsch, Williams, Brooks, DeRensis & Holland, P.C.
One Design Center Place
Suite 600
Boston, MA 02210

If to Westwood Marketplace Holdings LLC to:

Westwood Marketplace Holdings LLC
c/o New England Development
One Wells Avenue
Newton, MA 02459
Attention: Steven S. Fischman, President
With a copy to Escrow Agent; if to Escrow Agent to:

John E. Twohig, Esquire
Goulston & Storrs, P.C.
400 Atlantic Avenue
Boston, MA 02110

Each party shall have the right by notice to the other to designate additional parties to whom copies of notices must be sent, and to designate changes in address. Any notice shall have been deemed duly given if mailed to such address postage prepaid, registered or certified mail, return receipt requested, on the date the same is received or when delivery is refused, or if

delivered to such address by hand or by nationally recognized overnight courier service, fees prepaid, when delivery is received or when delivery is refused.

3.15 *No Obligation To Build* – Nothing in this Agreement shall be construed as an undertaking or obligation by WMH to commence or complete the Project, any component of the Project, however, if actual commencement of vertical construction of the Project is commenced by WMH, subject to the provisions of Section 3.9 hereof, then it is the intent to bind WMH to complete the mitigation in connection therewith described in this Agreement, including but not limited to implementing its support of the Dedham Street Corridor Improvements.

3.16 *Town Reservation of Rights* – Notwithstanding any provision herein to the contrary, the Town reserves all rights with respect to the Project if and to the extent the Project size expands beyond 2.1 million square feet and there are any additional impacts upon the Town of Canton arising from such expansion.

3.17. *Authority* – Each Party confirms for the other that it has all necessary power and authority to enter into this Agreement and be bound by the terms hereof.

3.18. *Estoppels* – Upon request by one Party, the other Party shall reasonably promptly provide an estoppel certificate in substance and form reasonably acceptable to such Party and its counsel confirming that the requesting Party is in compliance with the terms and conditions of this Agreement as the requesting Party may reasonably request.

(Remainder of Page Intentionally Left Blank)

Executed as a sealed instrument as of the date first set forth above.

THE TOWN OF CANTON, ACTING BY AND
THROUGH ITS BOARD OF SELECTMEN



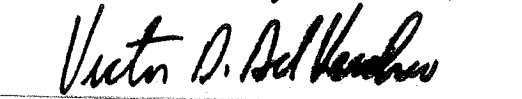
By: _____





WESTWOOD MARKETPLACE HOLDINGS LLC, a
Delaware limited liability company

By: Westwood Station Developer LLC,
a Delaware limited liability company,
its Manager



By: NED Westwood Station LLC, a Delaware
limited liability company,
its Manager



By: NED Manager LLC, a Delaware limited
liability company,
its Manager


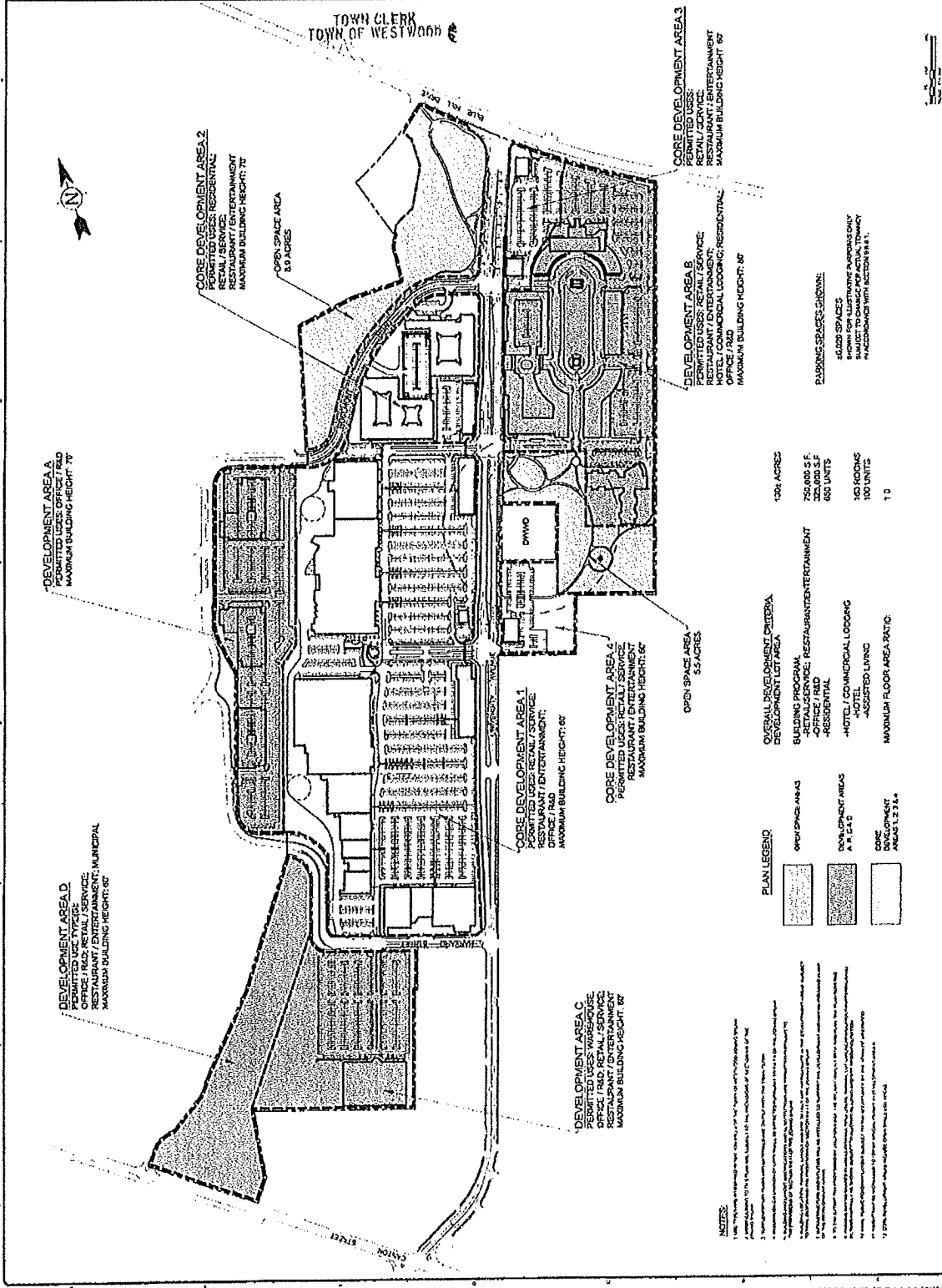
By: 
Name: _____
its Manager

EXHIBIT A

Master Development Plan

Please see attached.



DEVELOPMENT AREA A
 PERMITTED USES: OFFICE / R&D
 MAXIMUM BUILDING HEIGHT: 70'

DEVELOPMENT AREA D
 PERMITTED USES: OFFICE /
 OFFICE / R&D / RETAIL / SERVICE
 RESTAURANT / ENTERTAINMENT / MUNICIPAL
 MAXIMUM BUILDING HEIGHT: 60'

CORE DEVELOPMENT AREA 2
 PERMITTED USES: RESIDENTIAL
 RESTAURANT / ENTERTAINMENT
 MAXIMUM BUILDING HEIGHT: 72'

OPEN SPACE AREA
 43 ACRES

CORE DEVELOPMENT AREA 1
 PERMITTED USES: RETAIL / SERVICE
 RESTAURANT / ENTERTAINMENT
 MAXIMUM BUILDING HEIGHT: 60'

CORE DEVELOPMENT AREA 4
 PERMITTED USES: RETAIL / SERVICE
 RESTAURANT / ENTERTAINMENT
 MAXIMUM BUILDING HEIGHT: 60'

OPEN SPACE AREA
 35 ACRES

CORE DEVELOPMENT AREA 3
 PERMITTED USES:
 RETAIL / SERVICE
 RESTAURANT / ENTERTAINMENT
 MAXIMUM BUILDING HEIGHT: 60'

DEVELOPMENT AREA B
 PERMITTED USES: RETAIL / SERVICE
 HOTEL / COMMERCIAL LODGING / RESIDENTIAL
 OFFICE / R&D
 MAXIMUM BUILDING HEIGHT: 60'

OVERALL DEVELOPMENT CRITERIA
 DEVELOPMENT LOT AREA
 190 ACRES
 750,000 S.F.
 82,000 S.F.
 685 UNITS
 105 ROOMS
 100 UNITS
 10
 BUILDING PROGRAM
 - RETAIL / SERVICE; RESTAURANT / ENTERTAINMENT
 - OFFICE / R&D
 - RESIDENTIAL
 - HOTEL / COMMERCIAL LODGING
 - ASSORTED LIVING
 MAXIMUM FLOOR AREA RATIO

PLAN LEGEND

[Pattern]	OPEN SPACE AREAS
[Pattern]	DEVELOPMENT AREAS A, B, C, D
[Pattern]	CORE DEVELOPMENT AREAS 1, 2, 3, 4

PARKING SPACES SHOWN:
 40,000 SPACES
 80% FOR ILLUSTRATIVE PURPOSES ONLY
 SUBJECT TO CHANGE PER ACTUAL TOWN
 PARTICIPATION WITH RESIDENTS

- NOTES:
1. All dimensions are shown in feet and inches.
 2. All dimensions are shown in feet and inches.
 3. All dimensions are shown in feet and inches.
 4. All dimensions are shown in feet and inches.
 5. All dimensions are shown in feet and inches.
 6. All dimensions are shown in feet and inches.
 7. All dimensions are shown in feet and inches.
 8. All dimensions are shown in feet and inches.
 9. All dimensions are shown in feet and inches.
 10. All dimensions are shown in feet and inches.

EXHIBIT B

Primary Roadway Improvements

The Primary Roadway Improvements include the following:

- a) *Blue Hill Ramp Work* – Construction of the Blue Hill Drive ramp system (to be constructed by MassDOT); WMH will provide land to MassDOT, at no cost to MassDOT, to allow construction of the Blue Hill Drive ramp system
- b) *University Avenue Work* – Reconstruction, widening, and signalization of University Avenue as a 4+ lanes, median divided, frontage road, with coordinated signals to facilitate the am/pm peak movements along University Avenue
- c) *University Avenue/Canton Street Intersection* – Reconstruction, widening, and signalization of the University Avenue/Canton Street Intersection, including, on University Avenue, two (2) Northbound lanes to encourage free-flow traffic traveling north/west on Dedham Street to utilize University Avenue for access to I-95, Project, MBTA
- d) *Harvard Street/Rosemont Road Work* – Reconstruction and widening of, as well as the installation of sidewalks and utilities along, Harvard Street and Rosemont Road

EXHIBIT C

Canton Intersection Improvements

Please see attached.

Note: WMH acknowledges and agrees that whenever the Canton Intersection Improvements call for re-paving, such re-paving shall be done "curb to curb" rather than as patching.

WORK LIST

Location	Scope of Work	Responsible Party for Design and Construction
<i>1. Dedham Street/Washington Street</i>	<ul style="list-style-type: none">- Design and construct a 100 foot long right-turn lane on the Dedham Street approach including all associated signs and pavement markings.- Repave Dedham Street within the limits of construction activities associated with the addition of the right-turn lane.- Reconstruct the existing traffic signal system as may be necessary to accommodate the proposed improvements including all necessary traffic signal equipment and appurtenances.- Design and implement an optimal traffic signal timing, phasing and coordination plan.	Westwood Marketplace Holdings, LLC
<i>2. Route 138/Washington Street</i>	<ul style="list-style-type: none">- Maintain/replace/upgrade existing signs and pavement markings at and in advance of the intersection (within 250 feet).- Install pedestrian crossing warning signs at and in advance of the intersection.- Trim vegetation along the west side of Route 138 north of Washington Street to improve sight lines.- Relocate the "Alfredo Aiello" restaurant sign subject to receipt of permission by the owner.	Westwood Marketplace Holdings, LLC

WORK LIST (CONTINUED)

Location	Scope of Work	Responsible Party
<p><i>3. Route 138/Randolph Street</i></p>	<ul style="list-style-type: none"> - Design and construct left-turn lanes on both Route 138 approaches to Randolph Street. - Repave Route 138 within the limits of construction activities associated with the addition of the left-turn lanes. - Relocate the stop-lines on the Randolph Street approaches approximately 10-feet back from the intersection in order to accommodate truck turning maneuvers. - Reconstruct the exiting traffic signal system as may be necessary to accommodate the proposed improvements including all necessary traffic signal equipment and appurtenances. - Design and implement an optimal traffic signal timing and phasing plan to include concurrent pedestrian phasing. 	<p>Westwood Marketplace Holdings, LLC</p>
<p><i>4. Route 138/Green Lodge Street</i></p>	<ul style="list-style-type: none"> - Monitor traffic volumes, operating conditions, and safety at the intersection on an annual basis commencing upon initial occupancy of University Station and continuing for a period not to exceed 2-years after project completion. The monitoring program will include a detailed traffic signal warrants analysis and will be provided to the Town of Canton within 2-months of the completion of the traffic counts. - If warranted and desired by the Town, prepare detailed design plans, up to and including MassDOT 100 Percent/PS&E design level (or equivalent), for geometric and traffic signal improvements at the intersection. The design plans will be provided to the Town. 	<p>Westwood Marketplace Holdings, LLC</p>

WORK LIST (CONTINUED)

Location	Scope of Work	Responsible Party
<p><i>5. Dedham Street/Shawmut Road</i></p>	<ul style="list-style-type: none"> - Design and construct a right-turn lane on Shawmut Road approaching Dedham Street including all necessary signs and pavement markings. - Repave Shawmut Road within the limits of construction activities associated with the addition of the right-turn lane. 	<p>Westwood Marketplace Holdings, LLC</p>
<p><i>6. Dedham Street/Elm Street</i></p>	<ul style="list-style-type: none"> - Monitor traffic volumes, operating conditions, and safety at the intersection on an annual basis commencing upon initial occupancy of University Station and continuing for a period not to exceed 2-years after project completion. The monitoring program will include a detailed traffic signal warrants analysis and will be provided to the Town of Canton within 2-months of the completion of the traffic counts. - If warranted and desired by the Town, prepare detailed design plans, up to and including MassDOT 100 Percent/PS&E design level (or equivalent), for geometric and traffic signal improvements at the intersection. The design plans will be provided to the Town. 	<p>Westwood Marketplace Holdings, LLC</p>
<p><i>7. Neponset Street/Chapman Street</i></p>	<ul style="list-style-type: none"> - Design and implement an optimal traffic signal timing plan to include all necessary traffic signal equipment and appurtenances required to implement the traffic signal timing improvements. 	<p>Westwood Marketplace Holdings, LLC</p>

WORK LIST (CONTINUED)

Location	Scope of Work	Responsible Party
<p><i>8. Washington Street/Chapman Street</i></p>	<ul style="list-style-type: none"> - Monitor traffic volumes, operating conditions, and safety at the intersection on an annual basis commencing upon initial occupancy of University Station and continuing for a period not to exceed 2-years after project completion. The monitoring program will include a detailed traffic signal warrants analysis and will be provided to the Town of Canton within 2-months of the completion of the traffic counts. - Prepare and deliver to the Town by December 31, 2013 concept plans and supporting traffic analysis. The conceptual design plans will reflect existing property lines and any proposed areas of taking. WMH will use reasonable efforts to complete and provide the Town with final design documents (plans, specifications, and estimate) by June 30, 2014. The design will be completed in accordance with MassDOT standards if and as required. <p align="center">* * * * *</p> <p>The Town may elect, with \$300K in additional funding provided by WHM, to undertake the following:</p> <ul style="list-style-type: none"> - Roadway improvements will include roadway widening to provide additional lane capacity and repaving within limits of work. Drainage and utility modifications to accommodate roadway widening will be included as necessary. - Install a traffic signal system including all necessary traffic signal equipment and appurtenances. - Update pavement markings and signal to reflect updated traffic control. - Design and implement an optimal traffic signal timing, phasing and coordination plan. 	<p>Westwood Marketplace Holdings, LLC</p>

Notes:

1. Where indicated, the stated improvements will be designed and constructed by Westwood Marketplace Holdings, LLC subject to receipt of all necessary rights, permits and approvals per the Cooperation Agreement, as may be necessary to complete the improvement measures.
2. The acquisition of private property is not anticipated to be necessary to construct the defined roadway, intersection and traffic control improvements. Should such acquisitions be requested, it is expected that the Town of Canton will, subject to the terms and conditions of the Cooperation Agreement, effectuate or otherwise facilitate the necessary acquisitions at the sole expense of Westwood Marketplace Holdings, LLC.
3. Improvements to an existing traffic signal will include the design and installation of all equipment and appurtenances required to implement the improvements and to comply with current State and Federal standards for pedestrian, bicycle and handicapped accessibility. Subject to the terms and conditions of the Cooperation Agreement, any approvals required from the Town of Canton necessary to complete the improvements or to advance the associated design plans or related studies shall not be unduly delayed or withheld.

EXHIBIT D

Dedham Street Corridor Traffic Monitoring Program

In connection with the University Station project (the "Project"), WMH will monitor traffic volumes and operating conditions along the Dedham Street corridor between University Avenue in Westwood (there known as Canton Street) and Elm Street in Canton. The monitoring program shall include the following elements:

1. 24-hour, 7-day, automatic traffic recorder counts on Dedham Street east and west of I-95.
2. Manual turning movement counts (TMCs), vehicle classification counts, and vehicle queue observations for a two-hour weekday morning period (7:00 to 9:00 AM), a two-hour weekday evening period (4:00 to 6:00 PM), and a three-hour Saturday midday period (11:00 AM to 2:00 PM) at the following intersections:
 - Canton Street at University Avenue
 - Dedham Street at Granger Drive
 - Dedham Street at University Road
 - Dedham Street at Cumberland Farms Drive
 - Dedham Street at the I-95 southbound on-ramp
 - Dedham Street at Shawnut Road
 - Dedham Street at Elm Street
3. Collection of travel time and operating speed information during the weekday morning (7:00 to 9:00 AM), weekday evening (4:00 to 6:00 PM), and Saturday midday (11:00 AM to 2:00 PM) periods by direction for travel along the following roadway segments:
 - Dedham Street, Elm Street to the I-95 southbound on-ramp
 - Dedham Street, I-95 southbound on-ramp to University Road
 - Canton Street, University Avenue to Neponset River Bridge

The results of the Traffic Monitoring shall be summarized in annual reports provided to MassDOT, copies of which shall be provided to the Town, within three (3) months of the completion of the data collection effort and shall include a detailed traffic operations analysis for both the Dedham Street corridor and the intersections within the monitoring area based on the collected data (traffic volumes, vehicle queue observations, travel time and operating speed). If after a review of the collected data and associated analysis, it is determined in writing by MassDOT, that site traffic exceeds the capacity of the Dedham Street corridor, then WMH will limit further occupancy of the Project beyond 1,100,000 square feet of commercial space (excluding residential and assisted living developments, and without affecting any improvements

that are already completed) until such time as (i) the MassDOT Dedham Street Corridor Improvement Project is substantially complete, or (ii) WMH provides MassDOT with an alternative mitigation plan ("**Alternative Mitigation Plans**") to address the identified capacity issues which Plan is acceptable to MassDOT in its sole discretion. Notwithstanding the foregoing, if MassDOT limits the Project in MassDOT's Section 61 Finding for the Project to less than the 1,100,000 square feet as described above, then Canton shall have the benefit of the more restrictive limitation for the purpose of limiting occupancy of the Project pursuant to the foregoing.