

EXHIBIT H

SCHEDULE OF ALLOCATED VALUES/COSTS
PLYMOUTH RUBBER REDEVELOPMENT

Developer Work Obligations (Section 5)

1. Water Line Connection (Section 5.1.1)	\$ 25,000.00
2. Diversion Channel Improvements (Section 5.1.2)	\$ 696,000.00
3. Site Water Feature Improvements (Section 5.1.3)	\$ 85,000.00
4. Walkway Improvements (Section 5.1.4)	\$ 102,000.00
5. Revere Street Sidewalks and Bike Lane Improvements (Section 5.1.5)	\$ 78,000.00
6. Revere Street Improvements (Section 5.1.6)	\$ 355,000.00
7. Diversion Channel Bridge Improvements (Section 5.1.7)	\$ 1,610,000.00
8. Fire Station Roof Improvements (Section 5.1.8)	\$ 110,000.00
9. Fire Station Signal Improvements (Section 5.1.9)	\$ 90,000.00
10. MBTA Signal Improvements (Section 5.1.10)	\$ 245,000.00
11. Junction Walkway Improvements (Section 5.1.11)	\$ 95,000.00
12. Neponset/Norfolk Improvements (Section 5.1.12)	\$ 525,000.00
13. Barn, Rolling Mill, Community Property and Community Property Improvements (Section 5.1.13)*	\$ 2,050,000.00
13A. School District Funding† (for Capital Improvements to Canton Public School Facilities in connection with Developer Work Obligation Item 13 above)	\$ 2,000,000.00
14. Water Control Improvements (Section 5.1.15)	\$ 76,000.00
15. Water Main Improvements (Section 5.1.16)	\$ 590,000.00
16. Demolition and Remediation Work (Section 5.1.17)**	\$ 6,310,000.00
Developer Conveyance Obligations Subtotal (Items 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14 and 15)	\$ 6,597,000.00
Other Developer Work Obligations Subtotal (Items 1, 8, 13A and 16)	\$ 8,445,000.00
TOTAL DEVELOPER WORK OBLIGATIONS	\$ 15,042,000.00

† Payment obligations under Item 13A above are Developer Work Obligations under the Agreement for all purposes, except, however, the \$2,000,000 Developer Work Obligation per Item 13A above shall not be part of the full amount of the Security for the Developer Work Obligations pursuant to Section 6.1 of the Agreement and, therefore, no Security shall be required for such payment obligation under Item 13A.

After any building permit for any residential construction on or residential use of the Site is issued pursuant to a Special Permit issued under the Rezoning Amendment, the Town may provide to the Developer a written notice (a "Request for Advance") indicating the Town's intent to make a capital addition or improvement for a Canton public school facility or administrative office for the Canton School District (each a "District Improvement") including but not limited to converting the Rodman Administrative building into classroom use.

Each Request for Advance shall be accompanied by a written estimate of the cost for such District Improvement from the Town or its architect, engineer or other consultant (each a "Cost Estimate").

Subject to the provisions hereof, within thirty (30) days after the delivery of the Request for Advance and a Cost Estimate the Developer shall advance to the Town funds for each such District Improvement (each a "School Advance") in an amount equal to the Cost Estimate for each such District Improvement.

Notwithstanding any provision herein to the contrary:

(a) the Developer shall not be required to provide the Town with the first School Advance after a Request for Advance until ninety (90) days prior to the reasonably anticipated date of issuance of a Certificate of Occupancy for the Rolling Mill; and

(b) in no event shall the Developer be obligated to make any School Advances exceeding \$2,000,000 in the aggregate; and

(c) the aggregate amount of School Advances required to be made by the Developer during any Advance Year shall not exceed \$1,100,000 (the "Annual Maximum Limit") unless:

(1) the Developer has not made a School Advance equal to the Annual Maximum Limit in that particular Advance Year, in which case any difference between the Annual Maximum Limit and the aggregate amount of School Advances made during such Advance Year shall all be made available by the Developer to the Town in the next Advance Year and all other subsequent Advance Years thereafter (the "Advance Year Carryover"); or

(2) the Debt Service Condition has been satisfied with respect to such amounts requested by the Town that exceed the Annual Maximum Limit for that particular Advance Year after accounting for all available Advance Year Carryover, if any;

in which case, the Developer shall, within thirty (30) days after the delivery of an applicable Request for Advance, pay to the Town a School Advance or School Advances, as applicable, to the extent the School Advance exceeds the Annual Maximum Limit and (a) does not exceed any

applicable Advance Year Carryover, or (b) to the extent the Town has satisfied the Debt Service Condition pursuant to paragraph (c)(2) above.

For the purposes of this Exhibit H, an "Advance Year" shall mean the period beginning on the date of delivery of the first School Advance through 365 days thereafter and each subsequent 365-day period thereafter. For example, if the first School Advance is made on May 1, 2016, the first Advance Year would run from May 1, 2016 through April 30, 2017, the second Advance Year would run from May 1, 2017 through April 30, 2018 and each subsequent Advance Year would begin on May 1 and end of April 30 of the applicable following years.

As a further example, assume in the first Advance Year, School Advances totaling \$800,000 are made. It would mean that an Advance Year Carryover of \$300,000 for the first Advance Year would exist, effectively making \$1,400,000 in total money available to the Town in the second Advance Year, except however, because of the \$2,000,000 aggregate cap, the Town would only be entitled to make a Request for Advance for up to \$1,200,000.

As a further example, assume that the Town wished to make a Request for Advance for \$1,300,000 in the first Advance Year, which would exceed the Annual Maximum Limit by \$200,000. Provided the Town has previously paid the Developer from any source a total of \$200,000 toward the payment of any School Advances, then the Developer shall be obligated to pay to the Town a School Advance of \$1,300,000, even though it would exceed the Annual Maximum Limit by \$200,000.

Within thirty (30) days after the making of a School Advance, provided that the Debt Service Condition (defined below) has been satisfied, the Town, acting at the Board's direction, shall, as the Board may elect, issue and sell municipal bonds and/or borrow, transfer or appropriate funds from the Project Cost Account or such other sources or accounts as the Board may elect, and shall with reasonable promptness use such funds to repay the Developer the full amount of any School Advance for which the Debt Service Condition has been satisfied.

In no event, however, shall the Town be obligated to repay any particular School Advance by the Developer until such time as the Town has collected Gross Tax Revenues from the Site from and after July 1, 2015 equal to one-year's debt service payments by the Town (calculated using the lowest general obligation bond rate then available to the Town for a twenty-year term bond) on a principal amount equal to one hundred percent (100%) of the School Advance (the "Debt Service Condition"). By way of example, if the accumulated Gross Tax Revenues collected by the Town for the Site equaled \$100,000, then the Town would be obligated to borrow, transfer or appropriate such funds for the repayment of a School Advance as the Town could borrow having an annual debt service payment requirement of \$100,000.

Notwithstanding the foregoing or any provision in Section 7 of the Agreement to the contrary, (a) all Gross Tax Revenues collected for the Site previously used or accounted for in the determination of the satisfaction of the Debt Service Condition for another School Advance, and (b) all other tax revenue collected by the Town from the Site previously used or accounted for in the determination of a Town funding requirement pursuant to Section 7.1.1 of the Agreement shall be excluded from any

determination as to when the Town shall be required to repay the Developer a School Advance, including but not limited to any School Advance made pursuant to paragraph (c)(2) above, or, in the case of the purchase of a Developer Property, to fund the purchase of a particular portion of the Developer Property pursuant to Section 7.1.1 of the Agreement.

Without limiting the generality of the foregoing, the parties understand and agree that the Town's use of any funds in the Project Cost Account or from the accumulated tax revenues collected by the Town for the Site for the determination of the satisfaction of the conditions precedent to the Town's obligation to fund the School Advance repayment obligation or the Town's acquisition obligation under the Agreement, may diminish the availability of funds to satisfy the Town's funding obligation under Section 7.1.1 of the Agreement and therefore may delay the Town's acquisition obligation under Section 7.2 of the Agreement.

For example, if the funds in the Project Cost Account or the accumulated tax revenue used to calculate Net Increased Tax Revenues collected for the Site beginning in the first year of the Project (as defined in the Agreement) and thereafter equal \$500,000, and the Town has previously issued and sold municipal bonds and/or borrowed, transferred or appropriated \$1,000,000.00 of funds from the Project Cost Account or such other sources or accounts sufficient to pay for a portion of the Developer Property and, the annual debt service payments for such \$1,000,000.00 is \$68,000, the amount of \$68,000 shall be deducted from the otherwise available accumulated Net Increased Tax Revenues in order to determine if the conditions precedent to the Town's funding obligation under Section 7.1.1 of the Agreement have been satisfied.

For the purposes of this Exhibit H, Gross Tax Revenues shall mean total gross real estate taxes levied and collected by the Town for the Site beginning as of July 1, 2015. All capitalized terms not defined by this Exhibit H shall have the same meanings as prescribed by the Development Agreement between the Developer and the Town, as the same may be amended.

*For the purposes of Section 5.2.5 of the Agreement, the value of the Community Open Space shall be determined by an appraisal to be performed by an independent third party appraiser; except, however, in no event shall the value of the Community Open Space exceed \$1,840,000.

**\$1,450,000.00 of the \$6,310,000.00 in costs outlined by item 16 is for extraordinary site work at the Site. Although such extraordinary site work is part of Developer Work Obligations, said \$1,450,000 shall not be part of the full amount of the Security for the Developer Work Obligations pursuant to Section 6.1 of the Agreement and, therefore, no Security shall be required for such \$1,450,000 portion of item 16.

[Remainder of page intentionally left blank. Signatures follow on the following page(s).]

Executed and agreed to by the Developer and the Board as of the date of the Agreement.

Canton Holdings, LLC

By: *R Brandstetter*
Print: Richard P Brandstetter
authorized
Title: Director of Real Estate
Duly authorized

Town of Canton
By its Board of Selectmen

Victor Del Vecchio
Victor Del Vecchio, as the duly
Chairman of the Board of Selectmen