

LEASE AGREEMENT

for

Certain Limited Portions of George Robert White Schoolboy Stadium

located in

Franklin Park, Boston, Massachusetts

by and between

BOSTON PUBLIC SCHOOLS,

acting on behalf of The City of Boston George Robert White Fund, as Landlord

and

BOSTON UNITY STADCO LLC, as Tenant

Dated as of December 23, 2024

LEASE AGREEMENT
TABLE OF CONTENTS

	Page
ARTICLE I	
DEFINITIONS	3
ARTICLE II	
DEMISE OF LEASED PREMISES; CONDITIONS; CONSTRUCTION.....	13
2.1. Demise of Leased Premises.	13
2.2. Title and Condition of Leased Premises.	14
2.3. Landlord Work and Tenant Work under the Work Letter; Coordination, Curative Rights, and Completion.	14
2.4. Exclusive License and Lease to BPS Northwest Wing Area; License to Shared Common Areas.	16
ARTICLE III	
TERM	17
3.1. Initial Term; Early Access Period.....	17
3.2. Extension Terms.	17
ARTICLE IV	
RENT AND OTHER CHARGES	18
4.1. Base Rent for Leased Premises.....	18
4.2. Revenue Sharing Payments.	19
4.3. Payment of Rent; Late Payments.....	22
4.4. Additional Rent.....	22
4.5. Net Lease.	23
4.6. Taxes and Other Charges.	23
4.7. Permitted Contests.	24
4.8. Utilities.....	24
4.9. Ticket Surcharge; Point-of-Sale Contribution Opportunities.	24
ARTICLE V	
USE AND QUIET ENJOYMENT; SURRENDER	25
5.1. Use; Conditions.	25
5.2. Quiet Enjoyment.	27
5.3. Compliance with Law.....	28
5.4. Compliance with Contractual Requirements.	28
5.5. Surrender of Leased Premises.....	28
ARTICLE VI	
MAINTENANCE, REPAIR AND OPERATION.....	29
6.1. Maintenance and Repair; Operations.....	29

6.2.	Inspection by Landlord; Landlord's Right to Maintain; Indemnification.....	31
6.3.	Alterations; No Demolition.	32
6.4.	Environmental Covenants; Hazardous Materials and Oil; Indemnification.....	33
6.5.	Environmental Remedial Work; Compliance with Laws; Notice.	34
ARTICLE VII		
	INDEMNITY AND INSURANCE	36
7.1.	Tenant's Indemnification.....	36
7.2.	Insurance Requirements.....	37
7.3.	Insurance Provisions.	37
7.4.	Waiver of Subrogation.....	38
ARTICLE VIII		
	CASUALTY	38
8.1.	Collection of Claims.	38
8.2.	Special Account.	38
8.3.	Restoration.	38
8.4.	Original or Modified Plans.	39
8.5.	Commencement and Completion of Restoration.....	39
8.6.	No Surrender or Abatement.....	39
8.7.	Demolition and Debris Removal Insurance.....	40
8.8.	Failure to Commence or Complete Repairs.....	40
ARTICLE IX		
	CONDEMNATION.....	40
9.1.	Award.....	40
9.2.	Termination.....	40
9.3.	Partial Taking.....	41
9.4.	Temporary Taking.	42
9.5.	Power of Eminent Domain.	42
ARTICLE X		
	TERMINATION AND DEFAULT; REMEDIES.....	42
10.1	Events of Default.	42
10.2.	Remedies for Default.	45
10.3.	Termination of Lease for Tenant's Default.	45
10.4.	Rights Upon Termination.	46
10.5.	Other Remedies: Management Control.	46
10.6.	Substitute Performance by Landlord.	47
10.7.	Legal Proceedings and Costs.	47
10.8.	Remedies; Waivers.	47
10.9.	Waiver as to Surety.....	48
10.10.	Landlord's Lien.....	48
10.11.	Cross Defaults.....	48
10.12.	NWSL Notices and Intervention.....	48

10.13.	Performance under Protest.....	49
ARTICLE XI		
	TRANSFER AND ASSIGNMENT.....	49
11.1.	Transfer and Assignment by Tenant.....	49
11.2.	Additional Conditions.....	52
11.3.	No Release of Tenant, Sharing of Excess Rents.....	52
ARTICLE XII		
	GUARANTEES.....	53
12.1.	Guaranty of Lease; Completion Guaranty.	53
ARTICLE XIII NON-DISCRIMINATION, EQUAL OPPORTUNITY, EMPLOYMENT OF BOSTON RESIDENTS, AND DIVERSITY AND INCLUSION COVENANTS		
		54
13.1.	Compliance with Equal Opportunity Laws and Regulations.....	54
13.2.	Employment of Boston Residents; Diversity and Inclusion Plan.....	54
13.3.	Applicability to Tenant Parties.	54
13.4.	Information and Reports.	55
ARTICLE XIV		
	REPRESENTATIONS AND WARRANTIES; AFFIRMATIVE COVENANTS	55
14.1.	Representations and Warranties.....	55
14.2.	Affirmative Covenants of Tenant.	55
14.3.	Maintenance of Business and Existence.....	56
14.4.	Conduct of Business.	56
14.5.	Notification of Defaults.	56
14.6.	Notification of Disputes.....	56
14.7.	Notification of Attachments.....	56
14.8.	Access to Leased Premises.	56
14.9.	Agency Reports.....	56
14.10.	Further Assurances.	57
14.11.	Current Information.	57
14.12.	Reimbursement Rights.....	57
14.13.	Liens.....	57
14.14.	Conflict of Interest.	57
14.15.	Human Trafficking and Forced Labor.	57
14.16.	General Tenant Covenant.	58
14.17.	Landlord’s Representations.	58
ARTICLE XV		
	MISCELLANEOUS PROVISIONS.....	58
15.1.	No Merger of Title.....	58
15.2.	No Waiver.....	58
15.3.	No Broker.	59
15.4.	Arbitration.....	59

15.5.	Recordation.....	59
15.6.	Time of Essence.....	59
15.7.	Not Binding Until Executed.	60
15.8.	Survival of Obligations.....	60
15.9.	Invalidity of Provisions.....	60
15.10.	Binding Effect.....	60
15.11.	Pronouns.	60
15.12.	Rights of Others.	61
15.13.	Amendments.	61
15.14.	Captions and Heading.....	61
15.15.	Governing Law.	61
15.16.	Estoppel Certificates.	61
15.17.	Disclosure of Beneficial Interests.	62
15.18.	Holding Over.	62
15.19.	Signage Plan; Exterior Appearance.	63
15.20.	Limitation on Landlord’s and Tenant’s Liability.	64
15.21.	Order of Precedence.....	64
15.22.	No Waiver of Landlord’s Defenses.	64
15.23.	Financial Capability Assessment.	65
15.24.	No Accord and Satisfaction.	65
15.25.	OFAC.....	65
15.26.	Entire Agreement.....	66
15.27.	Counterparts.....	66
15.28.	Parking and Access.....	66
15.29.	City of Boston Standard Contract Forms.....	66
15.30.	Liquor License.	67
ARTICLE XVI		
	NOTICES AND PAYMENTS	67
16.1.	Notices, Demands and Other Installments.....	67
ARTICLE XVII		
	ABANDONMENT	68
17.1.	Abandonment.....	68
ARTICLE XVIII		
	FORCE MAJEURE; LITIGATION	69
18.1.	Force Majeure.....	69
18.2.	Notice of Force Majeure Event.....	70
18.3.	Litigation.....	70

EXHIBITS

Exhibit A–1	White Stadium Parcel Depiction
Exhibit A–2	White Stadium Parcel Legal Description
Exhibit B	White Stadium Design Rendering
Exhibit C	City of Boston Request for Proposals

Exhibit D	Boston Unity Soccer Partners Proposal
Exhibit E	Designation Letter
Exhibit F	Depiction of Leased Premises
Exhibit G	Depiction of Shared Common Areas
Exhibit H	Work Letter (with Exhibits)
Exhibit I	Form of Completion Guaranty
Exhibit J	Copy of Submission Form for M.G.L. c. 7C, s. 38
Exhibit K	Tenant Insurance Requirements
Exhibit L	Certificate of Authority (Form CM-06)
Exhibit M	Contractor Certification (Form CM-09)
Exhibit N	Signage Plan
Exhibit O	C.O.R.I. Forms, including City Ordinance
Exhibit P	Wage Theft Prevention Form (Form CM-16)
Exhibit Q	Employment of Boston Labor; Diversity and Inclusion Plan
Exhibit R	Form of Guaranty of Lease
Exhibit S	Form of Escrow Agreement
Exhibit T	List of Tenant's Personalty

LEASE AGREEMENT

This LEASE AGREEMENT (this “**Lease**”), dated as of December 23, 2024 (the “**Effective Date**”), is made by and between **BOSTON PUBLIC SCHOOLS**, acting on behalf of The City of Boston George Robert White Fund, as landlord (“**Landlord**”), and **BOSTON UNITY STADCO LLC**, a Massachusetts limited liability company, as tenant (“**Tenant**”). Landlord and Tenant may each be referred to herein as a “**Party**”, or collectively as the “**Parties**”.

RECITALS:

WHEREAS, Landlord is responsible for the care, custody, and control of that certain parcel of land located in Franklin Park with an address of 450 Walnut Avenue, Boston, Massachusetts, which parcel is owned by the George Robert White Trust as described in a deed recorded with the Suffolk County Registry of Deeds at Book 6386, Page 582 (referred to herein as the “**White Stadium Parcel**” or the “**Property**”); as depicted on Exhibit A-1 and as legally described in Exhibit A-2 attached hereto;

WHEREAS, there is currently situated on the White Stadium Parcel a recreational sporting structure known as the George Robert White Schoolboy Stadium (as the same may be altered from time to time in compliance with this Lease, the “**Stadium**”), which together with all appurtenances, improvements and facilities thereon is used as an athletic facility for the Boston Public Schools;

WHEREAS, the Stadium is in need of comprehensive rehabilitation, and the Parties wish to redevelop the White Stadium Parcel (including the Stadium) to provide a modernized recreational complex for the benefit of the students of the Boston Public Schools and other constituents of the City of Boston (including the general public), with the redeveloped Stadium to include, without limitation:

- (a) an area on the easterly side of the White Stadium Parcel, on which will be constructed a main “**Central East Grandstand Structure**”, connecting to a structure on the northerly side (referred to herein as the “**Northeast Grandstand Wing**”) and a structure on the southerly side (referred to herein as the “**Southeast Grandstand Wing**”; and together with the Northeast Grandstand Wing and the Central East Grandstand Structure, collectively, the “**East Grandstand**”);
- (b) an area on the westerly side of the White Stadium Parcel, on which will be constructed a main “**Central West Grandstand Structure**”, connecting to a structure on the northerly side (referred to herein as the “**Northwest Grandstand Wing**”) and a structure on the southerly side (referred to herein as the “**Southwest Grandstand Wing**”; and together with the Northwest Grandstand Wing and the Central West Grandstand Structure, collectively, the “**West Grandstand**”);
- (c) a grass athletic playing field (with subsurface irrigation and drainage facilities) capable of hosting soccer games and other sporting events (the “**Playing Field**”); and
- (d) a multi-lane athletic running track (the “**Track**”);

and the remainder of the White Stadium Parcel to include, without limitation:

- (i) an area of open space on the southerly side of the White Stadium Parcel containing approximately 59,995 gross square feet (the “**Grove**”), on which there will be an open lawn and pathway area (the “**Grove Lawn Area**”) and a one-story structure of approximately 8,100 gross square feet housing restaurant amenities with an accompanying outdoor patio area (collectively, the “**South Crescent Building**”); and
- (ii) landscaping, pathways, lighting and access points to the Stadium (the “**Exterior Land Areas**”);

all the foregoing areas of the redeveloped Stadium and White Stadium Parcel as they have been initially designed and are to be initially constructed being generally depicted on the rendering attached hereto as Exhibit B;

WHEREAS, in accordance with the Uniform Procurement Act set forth in Massachusetts General Laws, Chapter 30B, Landlord and the City of Boston, acting by and through the Public Facilities Department, issued a Request for Proposals for Lease of the West Grandstand and Adjacent Areas of White Stadium in Public-Private Partnership to Achieve City’s Comprehensive Stadium Renovation Plan to Serve Boston Public School Athletics on April 25, 2023, a copy of which is attached hereto as Exhibit C (the “**RFP**”);

WHEREAS, to facilitate responses to the RFP, the City of Boston provided information, accepted questions from potential responders, and hosted a tour of the Stadium on May 5, 2023;

WHEREAS, the response deadline for the RFP was June 26, 2023, and upon such deadline, the City of Boston received one (1) RFP response submitted by Boston Unity Soccer Partners LLC, a Delaware limited liability company and the indirect parent of Tenant (“**BUSP**”), a copy of which is attached hereto as Exhibit D (the “**BUSP Proposal**”);

WHEREAS, the BUSP Proposal states that BUSP owns and operates a professional soccer franchise with membership in the National Women’s Soccer League (“**NWSL**”), and BUSP wishes to redevelop the West Grandstand and The Grove to serve as the location for Tenant’s administrative offices, to enable the use of the City-controlled Stadium as the venue under lease and license for its home professional soccer matches in the NWSL, and to provide for public access and certain amenities and facilities serving the White Stadium Parcel;

WHEREAS, following an evaluation of the BUSP Proposal, Landlord and the City of Boston conditionally designated BUSP as the preferred proposer with respect to the RFP in a letter dated July 31, 2023, a copy of which is attached hereto as Exhibit E (the “**Designation Letter**”);

WHEREAS, Landlord and Tenant wish to undertake a public-private arrangement in which Landlord will (i) permit Tenant, at Tenant’s sole cost and expense and subject to the other provisions of this Lease, to design, permit, and construct the redevelopment of certain leased and licensed parts of the White Stadium Parcel, including the West Grandstand and the Grove, and (ii) provide Tenant with limited use, operation, and maintenance of certain areas of the White Stadium Parcel (including portions of the Stadium), both of which will ensure Landlord’s

primary objective of providing a modernized recreational complex for the benefit of the students of the Boston Public Schools and other constituents of the City of Boston (including the general public), while having the added significant, yet subordinate, benefit of bringing a professional women's soccer team to the City of Boston;

WHEREAS, in furtherance thereof, Landlord, while retaining at all times the ultimate dominion and control over the use of the Stadium, wishes to lease to Tenant, and Tenant wishes to lease from Landlord certain limited areas of the Stadium for specifically prescribed limited times, on the terms and conditions hereinafter set forth, consisting of (i) the West Grandstand, and (ii) The Grove (collectively, the "**Leased Premises**") but excluding from said leasehold rights all other portions of the Stadium or the Property; as said Leased Premises showing the boundary "**Lease Lines**" hereunder are depicted on the rendering attached hereto as Exhibit F;

WHEREAS, simultaneously with the Parties entering into this Lease the Parties are entering into that certain BPS Stadium Usage Agreement (the "**Stadium Usage Agreement**" or "**SUA**") to further govern their respective rights, obligations and additional agreed responsibilities relating to (i) the licensing of certain specifically prescribed areas of White Stadium and (ii) other operational responsibilities of the Parties as set forth therein; intending to promote and enhance the robust usage of the Stadium by students of the Boston Public Schools, and other constituents of the City of Boston (including the general public) all as contemplated herein and in the SUA; and

WHEREAS, in furtherance thereof, Landlord, while retaining at all times the ultimate dominion and control over the use of the Stadium wishes to grant to Tenant, and Tenant wishes to accept from Landlord, the rights to use and occupy certain limited areas of the Stadium for specifically prescribed limited purposes and at specifically prescribed limited times, on the terms and conditions hereinafter set forth and set forth in the SUA, consisting of: (i) the Playing Field; (ii) the Track; (iii) the East Grandstand exterior seating areas and internal concourse concession areas and lavatories; and (iv) other access/egress points and open space areas of the Property (collectively, the "**Licensed Premises**"), but expressly excluding from said Licensed Premises all interior space of the East Grandstand other than the public restrooms, concession areas, and concourses necessary to access the seating (collectively, with the BPS Northwest Wing Area, the "**BPS Exclusive Areas**"); for the avoidance of doubt, the Licensed Premises consist of the entirety of the White Stadium Parcel, except for the Leased Premises and the BPS Exclusive Areas.

AGREEMENT:

NOW, THEREFORE, in consideration of the Rent and the mutual covenants and agreements and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Landlord and Tenant hereby agree as follows:

ARTICLE I DEFINITIONS

In this Lease, the following words shall have the following meanings, respectively:

1.1 “**Additional Rent**” means, other than Base Rent, any and all amounts Tenant assumes or agrees to pay under the provisions of this Lease, including, without limitation, any and all other sums that may become due by reason of any default of Tenant or failure to comply with the agreements, terms, covenants and conditions of this Lease to be performed by Tenant. For the avoidance of doubt, the annual “community contributions” set forth in the Cooperation Agreement shall not be considered Additional Rent.

1.2 “**Adjustment Date**” means the annual anniversary of the Commencement Date, or, if the Commencement Date did not occur on the first of the month, the annual anniversary of the first day of the first full calendar month following the Commencement Date.

1.3 “**Affiliate**” means any Person that is a partner or a member with or in, or a beneficiary or shareholder of Tenant, or which directly or indirectly owns or controls Tenant, or any partner, member or beneficiary or shareholder of any Person which directly or indirectly owns or controls Tenant; or any Person owned or controlled, directly or indirectly, by Tenant or by any of the partners, members, beneficiaries or shareholders of Tenant or under common ownership of any type with Tenant.

1.4 “**Affiliated Team Owner**” has the meaning set forth in Section 11.1(a)(ii).

1.5 “**Alterations**” has the meaning set forth in Section 6.3(a).

1.6 “**Approved Team Transferee**” has the meaning set forth in Section 11.1(a)(i).

1.7 “**Audit Disclosure Letter**” has the meaning set forth in Section 4.2(c).

1.8 “**Award**” has the meaning set forth in Section 9.1.

1.9 “**Bankruptcy Laws**” has the meaning set forth in Section 10.1(f).

1.10 “**Base Interest Rate**” means the prime rate of interest of Bank of America, N.A., or its successor, during the respective periods of calculation of such interest hereunder, or if Bank of America or its successor no longer exists, a comparable financial institution selected by the Landlord.

1.11 “**Base Rent**” means the component of Rent that is the fixed annual rental amounts determined in accordance with Section 4.1.

1.12 “**BPRD**” means the Boston Parks and Recreation Department.

1.13 “**BPS Exclusive Areas**” has the meaning set forth in the Recitals.

1.14 “**BPS Northwest Wing Area**” means that certain area of the Northwest Grandstand Wing identified on Exhibit B as the “BPS Northwest Wing Area”.

1.15 “**Business Day**” means any day which is not a Saturday or Sunday or a public holiday under the laws of the United States of America, the Commonwealth of Massachusetts, or the City of Boston.

1.16 “**BUSP Proposal**” has the meaning set forth in the Recitals.

1.17 “**Central East Grandstand Structure**” has the meaning set forth in the Recitals and as initially shown on Exhibit B.

1.18 “**Central West Grandstand Structure**” has the meaning set forth in the Recitals and as initially shown on Exhibit B.

1.19 “**Claims**” has the meaning set forth in Section 7.1.

1.20 “**Commencement Date**” means the earlier to occur of: (i) the date upon which the Phase I Landlord Work is Substantially Completed by Landlord, and (ii) in the event that Tenant elected to take over completion of the Phase I Landlord Work in accordance with this Lease, the date upon which the Phase I Landlord Work is Substantially Completed by Tenant, or if earlier, the date the Phase I Landlord Work would have been Substantially Complete had Tenant exercised diligent efforts to do so (as determined by Landlord’s architect).

1.21 “**Completion Guarantor**” has the meaning set forth in Section 12.1(b).

1.22 “**Completion Guaranty**” has the meaning set forth in Section 12.1(b).

1.23 “**Concessions**” means, collectively, the sale and service (including catering and banquet sales and services) of food and beverages (including, without limitation, alcoholic beverages, subject to procurement by Tenant of all necessary approvals, licenses, and permits required by Governmental Authorities related thereto) that may be prepared, stored, served, offered, or sold from restaurants, bars, concession stands, vendors, commissaries, carts, kiosks, condiment stands, novelty stands, portable specialty carts, food courts, and other permanent or temporary structures within the Property (including, without limitation, the Stadium and the Grove, excluding only the permanent restaurant (as opposed to food trucks, carts, kiosks, and the like) operating within the South Crescent Building), on days on which there is a Team Game (as defined in the SUA) and other days that Tenant or any Tenant Party holds games, practices, or any other Team Events (as defined in the SUA) at the Stadium to the extent permitted in accordance with the SUA.

1.24 “**Cooperation Agreement**” means that certain Cooperation Agreement in a form acceptable to Landlord, to be entered into by and between Tenant and the Boston Redevelopment Authority (doing business as the Boston Planning & Development Agency) and its successors.

1.25 “**CPI**” has the meaning set forth in Section 3.2(a).

1.26 “**Delinquent Performance Notice**” has the meaning set forth in Section 2.3(b)(i).

1.27 “**Designation Letter**” has the meaning set forth in the Recitals.

1.28 “**East Grandstand**” has the meaning set forth in the Recitals and as initially shown on Exhibit B.

1.29 “**ENC Litigation**” means the litigation filed in the Suffolk Superior Court as Civil Action No. 2484CV00477, by the Emerald Necklace Conservancy, Inc. and other individuals as plaintiffs, as originally filed and as it may be amended at any time (including any remand or appeal).

1.30 “**Environmental Condition**” means the presence or release of any Hazardous Material, Oil or other Toxic Substance at, on, in, under and/or above the Leased Premises, regardless of whether such Hazardous Material, Oil, or other Toxic Substance was first released upon or otherwise first became present before or after the Effective Date.

1.31 “**Environmental Enforcement Actions**” means, collectively, all actions or orders instituted, threatened, required or completed by any Governmental Authority and all claims made or threatened by any Person against Landlord or Tenant (or any other Tenant Party, prior Tenant Party or prior owner thereof) or the Property (including the Leased Premises), arising out of or in connection with any Environmental Condition or the assessment, monitoring, clean-up, containment, remediation or removal of, or damages caused to alleged to be caused by, any Environmental Condition.

1.32 “**Event of Default**” means those events defined in Article X.

1.33 “**Excess Rent**” has the meaning set forth in Section 11.3.

1.34 “**Expiration Date**” means the last day of the calendar month that is the one hundred twentieth (120th) full calendar month following the Commencement Date, as the same may be extended as a result of Tenant’s timely and valid exercise of its extension rights set forth in Section 3.2 hereof.

1.35 “**Extension Options**” has the meaning set forth in Section 3.2(b).

1.36 “**Extension Term**” has the meaning set forth in Section 3.2.

1.37 “**Exterior Land Areas**” has the meaning set forth in the Recitals.

1.38 “**Financial Capability Assessment**” has the meaning set forth in Section 15.23.

1.39 “**Financial Capability Letter**” has the meaning set forth in Section 15.23.

1.40 “**First Extension Term**” has the meaning set forth in Section 3.2.

1.41 “**First Season Fee**” has the meaning set forth in Section 4.1.

1.42 “**First Season Fee Period**” has the meaning set forth in Section 4.1.

1.43 “**First Season Start**” has the meaning set forth in Section 2.3(b).

1.44 “**Force Majeure Event**” has the meaning set forth in Section 18.1.

1.45 “**Government Approvals Default**” has the meaning set forth in Section 10.1(k).

1.46 “**Governmental Authorities**” means, collectively, all agencies, authorities, bodies, boards, commissions, courts, instrumentalities, legislatures, and offices, or other body or entity, of any nature whatsoever of any government, quasi-government unit or political subdivision, whether with a federal, state, county, district, municipal, city, or other governmental body or entity and whether now or hereinafter in existence, that has jurisdiction over the Property.

1.47 “**Granted Entitlements**” means all design and construction approvals, permits, licenses, waivers, and permissions granted to or affecting the redevelopment of the White Stadium Parcel by municipal authorities with jurisdiction in the City of Boston, including without limitation those conferred by: (i) the Boston Landmarks Commission; (ii) the Boston Redevelopment Authority d/b/a the Boston Planning & Development Agency (“**BPDA**”) and its successors, including under Article 80 of the Boston Zoning Code (as reflected in the “**BPDA Board Memorandum**” dated July 18, 2024); (iii) the Cooperation Agreement; (iv) the TAPA; (v) the Boston Zoning Commission under Article 33 (and provisions cited therein) of the Boston Zoning Code; (vi) the Boston Parks and Recreation Department and its Parks and Recreation Commission; (vii) those measures undertaken by the Boston Public Facilities Department under the discretionary rights conferred by the Boston Public Facilities Department Enabling Act (Chapter 642 of the Acts of 1966 as amended); (viii) the Boston Civic Design Commission; and (ix) all administrative interpretations thereof and rulings affecting the same made by those respective public agencies.

1.48 “**Gross Revenue**” has the meaning set forth in Section 4.2(a).

1.49 “**Grove**” has the meaning set forth in the Recitals and as initially shown on Exhibit B.

1.50 “**Grove Lawn Area**” has the meaning set forth in the Recitals and as initially shown on Exhibit B.

1.51 “**Grove Lawn Area Rules and Regulations**” has the meaning set forth in Section 5.1.

1.52 “**Hazardous Materials**” has the meaning set forth in Section 6.4.

1.53 “**Improvements**” means all of the buildings, structures, walkways, outside spaces, driveways, sidewalks, landscaping and all other permanent improvements currently existing on the Property or hereafter constructed on the Property by Landlord or Tenant in accordance with the terms of this Lease.

1.54 “**Initial Term**” has the meaning set forth in Section 3.1.

1.55 “**In-Stadium Advertising**” means, collectively, all advertising, sponsorship and promotional activity, signage, messages and displays of every kind and nature, whether now existing or developed in the future, that are utilized on days on which there is a Team Game and/or the days that Tenant or any Tenant Party holds games, practices, or any other Team Events (to the extent permitted in accordance with the SUA) at the Stadium, including, without limitation, permanent, non-permanent and transitory signage or advertising displayed on

permanent or non-permanent advertising panels or on structures, portions of the Playing Field, Stadium fixtures or equipment (such as scoreboard advertising and “seat back” advertising); audio or video public address advertising and message board advertising; programs; electronic insertion and other forms of virtual signage; advertising on or in schedules, admission tickets and yearbooks; all other print and display advertising available at the Stadium; advertising display items worn or carried by concessionaires or other operational personnel (such as ushers and ticket-takers); and logos, slogans or other forms of advertising affixed to or included with such items including but not limited to: cups, hats, T-shirts; advertising of Concessions (including menu boards and point of purchase concession advertising within the Stadium or within The Grove) and other concession, promotional or premium items; and advertising through Naming Rights at the Property.

1.56 “**Instruments of Service**” has the meaning set forth in the Work Letter.

1.57 “**Insurance Proceeds**” has the meaning set forth in Section 8.2.

1.58 “**Landlord**” has the meaning set forth in the first sentence of this Lease.

1.59 “**Landlord’s Award**” has the meaning set forth in Section 9.2(c).

1.60 “**Landlord Indemnified Parties**” has the meaning set forth in Section 7.1.

1.61 “**Landlord Party**” means Landlord and all Persons claiming by, through or under Landlord, including, without limitation, all employees or officials of the City of Boston and/or the Boston Public Schools, third party organizations or groups granted the right by the Landlord to hold an event at or use the Stadium, and all participants, attendees and spectators thereof (but excluding the Tenant Parties and the general public).

1.62 “**Landlord’s Representative**” has the meaning set forth in the Work Letter.

1.63 “**Landlord Work**” means, collectively, the Phase I Landlord Work and the Phase II Landlord Work.

1.64 “**Lease**” means this Lease Agreement as the same may be amended or modified from time to time in accordance with the provisions hereof.

1.65 “**Lease Guarantor**” has the meaning set forth in Section 12.1(a).

1.66 “**Lease Guaranty**” has the meaning set forth in Section 12.1(a).

1.67 “**Lease Lines**” has the meaning set forth in the Recitals.

1.68 “**Leased Premises**” has the meaning set forth in the Recitals.

1.69 “**Legal Requirements**” means, collectively, all laws, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants, requirements and restrictions now or hereafter applicable to the Property (including the Leased Premises), and to the use and occupancy thereof, including, without limitation, (i) the Granted Entitlements, (ii) the

Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.* (together with the regulations promulgated pursuant thereto, “ADA”), and (iii) all restrictions, requirements and provisions set forth in the record documents affecting the Property and/or imposed by Governmental Authorities having jurisdiction, including, without limitation, those related to the historical significance of, and historical activity on, the Property.

1.70 “**Licensed Premises**” has the meaning set forth in the Recitals.

1.71 “**Litigation Extension Notice**” has the meaning set forth in Section 18.3.

1.72 “**Litigation Termination Date**” has the meaning set forth in Section 18.3.

1.73 “**Litigation Termination Notice**” has the meaning set forth in Section 18.3.

1.74 “**Naming Rights**” means the right of a third party, whether exclusive or non-exclusive, to the public display of such third party’s name or other identifying information (including, without limitation, a brand slogan or logo) on one or more portions of the Stadium for a specified period of time, in exchange for financial consideration, whether or not undertaken pursuant to the terms and conditions of a separate sponsorship agreement.

1.75 “**Northeast Grandstand Wing**” has the meaning set forth in the Recitals and as initially shown on Exhibit B.

1.76 “**Northwest Grandstand Wing**” has the meaning set forth in the Recitals and as initially shown on Exhibit B.

1.77 “**Notice of Termination**” has the meaning set forth in Section 15.5.

1.78 “**NWSL**” has the meaning set forth in the Recitals.

1.79 “**NWSL Agreement**” has the meaning set forth in Section 11.1(a)(i).

1.80 “**O&M/Capital Reserve Funds**” has the meaning set forth in Section 4.2(e).

1.81 “**OFAC**” has the meaning set forth in Section 15.25.

1.82 “**OFAC Rules**” has the meaning set forth in Section 15.25.

1.83 “**Oil**” has the meaning set forth in Section 6.4.

1.84 “**Pathways**” means those certain pathways through Franklin Park that connect the Shuttle Areas to the Property, as such pathways may exist from time to time.

1.85 “**Pending Signage Plan**” has the meaning set forth in Section 15.19(a).

1.86 “**Performance Bond**” shall mean a performance bond procured and maintained by Tenant’s general contractor for the Tenant Work that names Landlord as an additional obligee.

1.87 “**Permitted Encumbrances**” means any and all agreements, covenants and encumbrances affecting the Property as of the Commencement Date and all such matters which may hereafter be created in accordance with the terms hereof.

1.88 “**Permitted Transfers**” has the meaning set forth in Section 11.1(a).

1.89 “**Permitted Uses**” has the meaning set forth in Section 5.1.

1.90 “**Person**” means any individual, corporation, limited liability company, general partnership, limited liability partnership, joint venture, stock company or association, company, bank, trust, trust company, land trust, business trust, unincorporated organization, unincorporated association, Governmental Authority or other entity of any kind or nature.

1.91 “**Phase I Completion Deadline**” has the meaning set forth in Section 2.3(b).

1.92 “**Phase I Landlord Work**” has the meaning set forth in the Work Letter.

1.93 “**Phase II Completion Deadline**” has the meaning set forth in Section 2.3(b).

1.94 “**Phase II Landlord Work**” has the meaning set forth in the Work Letter.

1.95 “**PILOT Agreement**” has the meaning set forth in Section 4.6(a).

1.96 “**Playing Field**” has the meaning set forth in the Recitals and as initially shown on Exhibit B.

1.97 “**Project**” has the meaning set forth in the Work Letter.

1.98 “**Property Conditions Report**” has the meaning set forth in Section 6.1(d).

1.99 “**Remaining Proceeds**” has the meaning set forth in Section 9.2(d).

1.100 “**Remedial Work**” has the meaning set forth in Section 6.5(a).

1.101 “**Rent**” means, collectively, Base Rent, Revenue Sharing Payments, and Additional Rent, as more particularly set forth in Article IV.

1.102 “**Rent Commencement Date**” means the earliest to occur of: (i) the date upon which the Phase II Landlord Work is Substantially Completed by Landlord, (ii) in the event that Tenant elected to take over completion of the Phase II Landlord Work in accordance with this Lease, the date upon which the Phase II Landlord Work is Substantially Completed by Tenant, or if earlier, the date the Phase II Landlord Work would have been Substantially Complete had Tenant exercised diligent efforts to do so (as determined by Landlord’s architect), and (iii) the date that is twenty-four (24) months after the Effective Date.

1.103 “**Reserve Funds Determination**” has the meaning set forth in Section 4.2(e).

1.104 “**Responsible Party**” has the meaning set forth in Section 6.1(c).

- 1.105 “**Revenue Sharing Payments**” has the meaning set forth in Section 4.2(a).
- 1.106 “**RFP**” has the meaning set forth in the Recitals.
- 1.107 “**Second Extension Term**” has the meaning set forth in Section 3.2.
- 1.108 “**Second Tenant Extension Notice**” has the meaning set forth in Section 3.2.
- 1.109 “**Shared Common Areas**” means, collectively, the following areas of the Leased Premises:
- (a) the central “**Shared Loading Dock**” located partially outside of and partially within the Northwest Grandstand Wing building, as initially shown on Exhibit G;
 - (b) the “**Shared Facilities Rooms**” located within the Northwest Grandstand Wing building, consisting of shared fire pump, fire alarm, water service, FCC, and field storage areas; with interior and exterior access points as shown on the Shared Common Area Plan, as initially shown on Exhibit G;
 - (c) the “**Field Maintenance Equipment Room**” located in the Northwest Wing building with direct access to the interior of the Stadium, as initially shown on Exhibit G;
 - (d) the “**Shared Switchgear/Tx Services Rooms**” located in the main West Grandstand, as initially shown on Exhibit G;
 - (e) the “**Main Electrical Room**” located in the Southwest Wing building, as initially shown on Exhibit G;
 - (f) the “**Field Systems Room**” for heating and irrigation systems, located in the Southwest Wing building, as initially shown on Exhibit G; and
 - (g) the “**Shared Single Use Restrooms**” located in the Northwest Wing building and Southwest Wing building, as initially shown on Exhibit G.
- 1.110 “**Shuttle Areas**” mean those certain parking lot areas proximate to the Property and depicted on Exhibit B as (i) the Seaver Street Lot and (ii) the Southern Valley Gates Lot, as the same may be modified from time to time.
- 1.111 “**Signage Amendment**” has the meaning set forth in Section 15.19(a).
- 1.112 “**Signage Plan**” has the meaning set forth in Section 15.19(a).
- 1.113 “**South Crescent Building**” has the meaning set forth in the Recitals and as initially shown on Exhibit B.
- 1.114 “**Southeast Grandstand Wing**” has the meaning set forth in the Recitals and as initially shown on Exhibit B.

1.115 “**Southwest Grandstand Wing**” has the meaning set forth in the Recitals and as initially shown on Exhibit B.

1.116 “**Stadium**” has the meaning set forth in the Recitals.

1.117 “**Stadium Fixtures**” means all components of the Stadium and the Grove (including, without limitation, the South Crescent Building) in the nature of personal property that are of a fixed or semi-fixed permanent nature, including, by way of example, but without limitation, fixed seating, moveable seating, scoreboard, lighting, video boards, A/V system, and affixed kitchen equipment.

1.118 “**Stadium Usage Agreement**” or “**SUA**” has the meaning set forth in the Recitals.

1.119 “**SUA Default Notice**” has the meaning set forth in Section 10.1(i).

1.120 “**Substantially Complete**” has the meaning set forth in the Work Letter.

1.121 “**Surrounding Park Areas**” means those areas of Franklin Park abutting and proximately surrounding the White Stadium Parcel (inclusive, but not limited to, the Park Impact Area (as defined in the Stadium Usage Agreement)).

1.122 “**Taking**” has the meaning set forth in Section 9.1.

1.123 “**TAPA**” means that certain Transportation Access Plan Agreement in a form acceptable to Landlord, to be entered into by and between Tenant and the Boston Transportation Department and its successors, as the same may be amended or modified from time to time.

1.124 “**Taxes**” has the meaning set forth in Section 4.6(b).

1.125 “**Team**” has the meaning set forth in Section 11.1(a)(i).

1.126 “**Team Transfer**” has the meaning set forth in Section 11.1(a)(i).

1.127 “**Team Transferee**” has the meaning set forth in Section 11.1(a)(i).

1.128 “**Tenant**” has the meaning set forth in the first sentence of this Lease.

1.129 “**Tenant’s Award**” has the meaning set forth in Section 9.2(c).

1.130 “**Tenant Extension Notice**” has the meaning set forth in Section 3.2.

1.131 “**Tenant’s Intervening Work**” has the meaning set forth in Section 2.3(b)(ii).

1.132 “**Tenant’s Intervention**” has the meaning set forth in Section 2.3(b)(ii).

1.133 “**Tenant Party**” means Tenant and any of Tenant’s agents, managers, shareholders, investors, owners, servants, employees, invitees, guests, sublessees, licensees, operators, lenders, contractors, or subcontractors, and any licensee, concessionaire, franchisee,

vendor, or user of all or any portion of the Leased Premises. For the avoidance of doubt, Landlord and each of its employees and agents shall not be deemed to be a “Tenant Party”.

1.134 “**Tenant’s Personalty**” means those items of Tenant’s Property listed on Exhibit T.

1.135 “**Tenant’s Property**” means all moveable furniture, equipment, inventory and trade fixtures (but excluding Stadium Fixtures), belonging to Tenant or any Tenant Party and located on the Leased Premises.

1.136 “**Tenant’s Representative**” has the meaning set forth in the Work Letter.

1.137 “**Tenant’s Self Help Notice**” has the meaning set forth in Section 2.3(b)(ii).

1.138 “**Tenant Upgrades**” has the meaning set forth in the Work Letter.

1.139 “**Tenant Work**” has the meaning set forth in the Work Letter.

1.140 “**Term**” means the Initial Term, together with any Extension Terms timely and validly exercised in accordance with Article III.

1.141 “**Third-Party Auditor**” has the meaning set forth in Section 4.2(c).

1.142 “**Third-Party Revenue Audit**” has the meaning set forth in Section 4.2(c).

1.143 “**Threshold Amount**” has the meaning set forth in Section 8.2.

1.144 “**Toxic Substances**” has the meaning set forth in Section 6.4.

1.145 “**Track**” has the meaning set forth in the Recitals and as initially shown on Exhibit B.

1.146 “**Tree Bank**” has the meaning set forth in Section 4.10.

1.147 “**West Grandstand**” has the meaning set forth in the Recitals and as initially shown on Exhibit B.

1.148 “**White Stadium Parcel**” or the “**Property**” has the meaning set forth in the Recitals.

1.149 “**Work Letter**” means the Work Letter attached hereto as Exhibit H of this Lease.

ARTICLE II

DEMISE OF LEASED PREMISES; CONDITIONS; CONSTRUCTION

2.1. Demise of Leased Premises.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises, for the Term, upon the terms and conditions specified in this Lease.

2.2. Title and Condition of Leased Premises.

The Leased Premises are demised and let subject to (i) any facts that an accurate survey or personal inspection of the Leased Premises would show, (ii) all zoning regulations, restrictions, rules and ordinances, building codes and other Legal Requirements now in effect or hereafter adopted by any Governmental Authority having jurisdiction over the Property; (iii) the condition and state of repair of the Leased Premises as the same may be on the Effective Date; (iv) all taxes, duties, assessments, special assessments, water charges and sewer rents and any other impositions by any Governmental Authority, fixed or not fixed; and (v) all Permitted Encumbrances. The Leased Premises are demised and let in an “AS IS, WHERE IS” condition, with all faults, as of the Effective Date without representation or warranty, express or implied, of any kind by Landlord. Tenant shall accept the Leased Premises in their condition as of the Effective Date; Landlord shall have no obligation for any defects in the Leased Premises; and Tenant’s taking possession of the Leased Premises shall be conclusive evidence that Tenant accepts the Leased Premises and that the Leased Premises were in the condition contemplated herein and acceptable to Tenant at the time possession was taken. Without limiting the foregoing, Landlord shall nevertheless be obligated to complete the Landlord Work, and, in connection therewith, Landlord shall use commercially reasonable efforts to have all usual and customary warranties associated with the Landlord Work run in favor of Tenant (in addition to Landlord), and shall reasonably cooperate with Tenant to pursue the enforcement of any such warranties associated with the Landlord Work.

Tenant agrees and acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty, written or oral, express or implied, with respect to the condition of all or any portion of the Leased Premises, the Stadium, or the White Stadium Parcel, and/or the suitability of the Leased Premises, the Stadium or the White Stadium Parcel for the conduct of Tenant’s business and activities, and Tenant waives any and all implied warranties, including any implied warranty that the Leased Premises, the Stadium or the White Stadium Parcel are suitable for the Permitted Uses. This Lease and the Stadium Usage Agreement, collectively, constitute the complete agreement of Landlord and Tenant with respect to Tenant’s lease, use and occupancy of the Leased Premises, the Stadium and the White Stadium Parcel inclusive of Tenant’s rights and obligations with respect to operation, maintenance, and repair of the same, and supersedes any and all prior representations, inducements, promises, agreements, understandings and negotiations that are not contained herein or in the Stadium Usage Agreement. Landlord in executing this Lease does so in reliance upon Tenant’s representations, warranties, acknowledgments and agreements contained herein.

2.3. Landlord Work and Tenant Work under the Work Letter; Coordination, Curative Rights, and Completion.

(a) The Work Letter contemplates a collaborative process as between Landlord and Tenant for the design, demolition, construction, infrastructure and installation, and site grading and landscaping of Stadium related facilities (e.g., Playing Field, Track, main scoreboard, lighting posts and fixtures, sound systems, media facilities, etc.) for the Project. The Parties anticipate each will be proceeding separately with its own contractors, labor and installers toward initiation, progress and completion of its portion of the agreed upon allocated scopes of work on the Project – the Landlord Work and Tenant Work allocations being defined with

particularity in the Work Letter. The Parties acknowledge that Landlord and Tenant each is separately responsible to obtain its own demolition and construction permits; procure its own labor and materials; retain, schedule and coordinate its own contractors, subcontractors, materialmen and suppliers; procure its own Certificates of Occupancy for the Landlord Work and the Tenant Work, respectively; and pursue timely completion of the Landlord Work and the Tenant Work, respectively, all in accordance with the provisions of the Work Letter and in a manner that maintains harmonious labor relations at the Project.

(b) The Parties acknowledge that Tenant's NWSL obligations require completion of certain interrelated portions of the Stadium (including, without limitation, the Playing Field and the Track) such that Tenant will be permitted by the NWSL to commence league play for the start of the 2026 NWSL season (the "**First Season Start**"). In furtherance thereof, Landlord hereby covenants to use commercially reasonable efforts to achieve Substantial Completion of the Phase I Landlord Work by the date that is the later of: (x) March 1, 2026, and (y) two (2) weeks prior to the scheduled first home game for Tenant in the 2026 NWSL season, subject, in either case, to Force Majeure Events or delays caused by Tenant (such later date, the "**Phase I Completion Deadline**"). Further, Landlord hereby covenants to use commercially reasonable efforts to achieve Substantial Completion of the Phase II Landlord Work by December 1, 2026, subject to delay for Force Majeure Events or delays caused by Tenant (the "**Phase II Completion Deadline**"). Without limiting or expanding the foregoing, Landlord also covenants to use commercially reasonable efforts to achieve Substantial Completion of the Phase II Landlord Work as soon as practicable in advance of the Phase II Completion Deadline; provided that, for the avoidance of doubt, Landlord shall not be obligated to incur costs for overtime work or double shifts as part of such commercially reasonable efforts.

If (i) at any time after July 1, 2025 but prior to Substantial Completion of the Phase I Landlord Work, Landlord fails to timely achieve a material component of the Phase I Landlord Work within the schedule therefor such that Tenant, acting in good faith, reasonably believes that such failure (separately or in tandem with any other such failures) will preclude Landlord from meeting the Phase I Completion Deadline, or (ii) at any time after the date that is one hundred twenty (120) days after Substantial Completion of the Phase I Landlord Work but prior to Substantial Completion of the Phase II Landlord Work, Landlord fails to timely achieve a material component of the Phase II Landlord Work within the schedule therefor such that Tenant, acting in good faith, reasonably believes that such failure (separately or in tandem with any other such failures) will preclude Landlord from meeting the Phase II Completion Deadline, in each case subject to delay for Force Majeure Events or delays caused by Tenant, then, in either case:

(i) Tenant may notify Landlord in writing as to such failure; such notice specifying the nature and extent of such failure (the "**Delinquent Performance Notice**");

(ii) Tenant (without having any obligation to do so) shall have twenty-one (21) days from Landlord's receipt of the Delinquent Performance Notice to elect to intervene and itself perform, at Tenant's sole cost and expense, the delinquent elements of the Landlord Work (the "**Tenant's Intervention**") by delivering a written notice of the same to Landlord (the

“Tenant’s Self-Help Notice”); whereupon Landlord and Tenant and their contractors shall reasonably cooperate to transition the delinquent work to Tenant for its performance thereof, and Tenant shall be solely responsible at Tenant’s sole cost and expense (provided nothing herein precludes Tenant from seeking to move against the performance bond referenced in Section 2.3(c) to defray any costs) for completion of the delinquent work in a good and workmanlike manner (the **“Tenant’s Intervening Work”**), supplementing its Tenant Work with the Tenant’s Intervening Work. In such case, Tenant shall diligently and continuously pursue the Phase I Landlord Work or Phase II Landlord Work, as applicable, to completion in a good and workmanlike manner, lien free, and in accordance with Landlord’s plans and specifications therefor; and

(iii) For the avoidance of doubt, and without limiting the foregoing, Tenant shall not be entitled to any Rent offset, reduction, abatement, or setoff against Rent, for any costs, expenses, or expenditures incurred by or on behalf of Tenant for completing any portion of Tenant’s Intervening Work.

(c) Landlord will require that its general contractor procure and maintain a performance bond for the Landlord Work that names Tenant as an additional obligee. Tenant acknowledges and agrees that (i) Landlord procured a construction manager at-risk prior to the Effective Date and that such procurement did not specify that Tenant would be an additional obligee under the performance bond for the Landlord Work, and (ii) adding Tenant as an additional obligee may require a change order and/or added cost to Landlord. Tenant agrees to promptly reimburse Landlord for any costs associated with adding Tenant as an additional obligee on the performance bond for the Landlord Work.

2.4. Exclusive License and Lease to BPS Northwest Wing Area; License to Shared Common Areas.

(a) Tenant hereby grants to Landlord, and Landlord hereby accepts, an irrevocable, exclusive license and sublease to use, access, and occupy during the Term the portion of the Leased Premises referred to herein as the BPS Northwest Wing Area. There shall be no fee or rent due to Tenant for such license and sublease. Landlord shall have the right, at Landlord’s sole cost, to make non-structural alterations to the BPS Northwest Wing Area without Tenant’s prior written consent. Tenant shall not grant any other license or lease to the BPS Northwest Wing Area.

(b) Tenant hereby grants to Landlord, and Landlord hereby accepts, an irrevocable license to access and use (on a non-exclusive basis) during the Term those portions of the Leased Premises comprising the Shared Common Areas. There shall be no fee or rent due to Tenant for such license. Tenant shall not grant any other license to the Shared Common Areas.

ARTICLE III TERM

3.1. Initial Term; Early Access Period.

(a) Initial Term. This Lease shall be effective and binding on the parties hereto as of the Effective Date. The initial term of this Lease shall be the period commencing on the Commencement Date and, unless earlier terminated or timely and validly extended pursuant to the terms hereof, ending at 11:59 p.m. local time on the Expiration Date (the “**Initial Term**”).

(b) Early Access Period. Landlord hereby grants to Tenant a license to access the Leased Premises during the period commencing on the Effective Date and, unless earlier terminated pursuant to the terms hereof, expiring as of the Commencement Date, for the sole purpose of Tenant performing the Tenant Work in accordance with the terms and conditions of the Work Letter. Such access prior to the Commencement Date shall be subject to all of the terms and conditions of this Lease, except for the payment of Base Rent and Taxes.

3.2. Extension Terms.

Provided no Event of Default remains uncured upon delivery of the Tenant Extension Notice (as defined below) or at the commencement of the First Extension Term (as defined below), Tenant shall have the option to extend the term for one (1) additional term of ten (10) years (the “**First Extension Term**”), commencing as of the day following the expiration of the Initial Term, by sending notice of Tenant’s exercise of such option in writing to Landlord (the “**Tenant Extension Notice**”) no later than the date that is twelve (12) months prior to the expiration of the Initial Term, time being of the essence. Provided no default remains uncured upon delivery of the Second Tenant Extension Notice (as defined below) or at the commencement of the Second Extension Term (as defined below), Tenant shall have the option to extend the term for one (1) further additional term of ten (10) years (the “**Second Extension Term**”), with each of the First Extension Term and the Second Extension Term being an “**Extension Term**”), commencing as of the expiration of the First Extension Term, by sending notice of Tenant’s exercise of such option in writing to Landlord (the “**Second Tenant Extension Notice**”) no later than the date which is twelve (12) months prior to the expiration of the First Extension Term, time being of the essence. With respect to each timely and validly exercised Extension Term, the Term shall be deemed extended upon all of the terms and conditions of this Lease, except that Rent shall be increased in accordance with this Section 3.2 and Tenant shall have one (1) fewer options to extend the Term. If the Term is extended in accordance with this Section 3.2, the parties shall promptly execute a lease amendment reflecting the increased Rent amounts for such Extension Term and any other amended terms and conditions, if any, agreed to by the Parties (each in its sole discretion). If Tenant shall fail to give timely notice of the exercise of any such option or render payment of the fees as aforesaid, Tenant shall have no right to extend the Term of this Lease.

(a) Extension Term Rent. Upon the commencement of an Extension Term, Base Rent for such Extension Term shall each escalate by the greater of (i) three percent (3%) of the amount in effect immediately preceding such commencement, and (ii) the average annual increase in the CPI over the ten (10) year period immediately preceding such commencement.

For purposes of this paragraph, “CPI” shall mean the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Wage Earners and Clerical Workers, United States Average, Subgroup “All Items” (1982-1984=100). Thereafter, Base Rent for such Extension Term shall each escalate annually at a rate of three percent (3%) on each anniversary of the commencement of such Extension Term.

(b) Rights Personal. Tenant’s options to extend the Term under this Section 3.2 (the “**Extension Options**”) are personal to Tenant and any Approved Team Transferee or other approved Transferee under Subsection 11.1.

(c) Exceptions. Notwithstanding anything set forth above to the contrary, the Extension Options shall, at Landlord’s option, not be in effect and Tenant may not exercise the Extension Options:

- (i) during any period of time when there is an uncured Event of Default by Tenant under this Lease; or
- (ii) if Tenant has been in default under any provision of this Lease five (5) or more times, whether or not the defaults were ultimately cured, during the 12-month period immediately prior to the date that Tenant intends to exercise an Extension Option; provided Landlord has delivered written notice to Tenant of each such default.

(d) Termination. The Extension Options shall, at Landlord’s option, terminate and be of no further force or effect even after Tenant’s due and timely exercise of an Extension Option, if, after such exercise, but prior to the commencement date of an Extension Term, (i) there occurs an Event of Default; or (ii) if Tenant has been in default under any provision of this Lease five (5) or more times, whether or not the defaults are ultimately cured, during the period from the date of the exercise of an Extension Option to the date of the commencement of the Extension Term, provided, in the case of clause (ii), Landlord has delivered written notice to Tenant of each such default.

ARTICLE IV RENT AND OTHER CHARGES

4.1. Base Rent for Leased Premises.

Beginning on the Rent Commencement Date, and thereafter on the first day of each month during the Term, as the same may be extended, Tenant shall pay to Landlord Base Rent in monthly installments, with such monthly installments of Base Rent initially to be in the amount of \$33,333.33. On each Adjustment Date during the Initial Term, and until the next Adjustment Date (when it is again increased), the amount of the monthly installments of Base Rent shall be increased to be an amount equal to the amount of the monthly installment of Base Rent in effect for the month immediately prior to such Adjustment Date plus three percent (3%) of such amount. Base Rent during any Extension Term shall increase as set forth in Section 3.2. The payment of Base Rent shall be prorated for any partial calendar month during the Term. Base Rent shall be paid in advance and without demand on the first day of each month for and with

respect to such month, without setoff, counterclaim, defense, abatement, suspension, deferment, reduction or deduction.

Notwithstanding anything herein to the contrary, for the period commencing on the Commencement Date and expiring on the earlier of (x) the Rent Commencement Date and (y) December 31, 2026 (the “**First Season Fee Period**”), Tenant shall pay to Landlord a monthly fee of \$16,666.66 (the “**First Season Fee**”). The First Season Fee shall be prorated for any partial calendar month during the First Season Fee Period. The First Season Fee shall be paid in advance and without demand on the Commencement Date and thereafter on the first day of each month during the First Season Fee Period for and with respect to such month, without setoff, counterclaim, defense, abatement, suspension, deferment, reduction or deduction.

4.2. Revenue Sharing Payments.

(a) Beginning on the Commencement Date, Tenant shall remit to Landlord, on a quarterly basis, in arrears, the following revenue sharing payments (collectively, the “**Revenue Sharing Payments**”):

- (i) ten percent (10%) of all Gross Revenue for such quarter that Tenant or any Tenant Party collects for In-Stadium Advertising (except for Naming Rights granted for the Playing Field), which In-Stadium Advertising shall be subject to the terms and conditions set forth in the Stadium Usage Agreement (including, without limitation, Landlord’s approval rights related thereto);
- (ii) ten percent (10%) of all Gross Revenue for such quarter that Tenant or any Tenant Party collects for from Naming Rights granted for the Playing Field, which Naming Rights shall be subject to the terms and conditions set forth in the Stadium Usage Agreement (including, without limitation, Landlord’s approval rights related thereto); and
- (iii) three percent (3%) of all Gross Revenue for such quarter that Tenant or any Tenant Party collects from Concessions.

“**Gross Revenue**” shall mean, with respect to any accounting period, all revenues of every kind and nature received by Tenant or any Tenant Party, including all non-returnable monies, remuneration, and consideration actually received by Tenant or any Tenant Party, and whether such business be conducted by Tenant or by any other Tenant Party, and whether evidenced by check, receipt, charge account, or otherwise, to include, without limitation, the actual gross amount received from the sale of Concessions, In-Stadium Advertising, or Naming Rights and any fees received related to Concessions, In-Stadium Advertising, or Naming Rights, whether event-specific fees or installment fees or one-time fees related to multiple events and/or a period of time (including, without limitation, an NWSL season or subset thereof); for the avoidance of doubt, Gross Revenue collected and retained by the NWSL for In-Stadium Advertising shall be deducted from Gross Revenue before calculating the Revenue Sharing Payments. Gross Revenue calculations shall be based on revenue actually received in any given

reporting period. The Revenue Sharing Payments for any Gross Revenue received after the expiration or earlier termination of the Term will be paid when received, and the provisions of this Section 4.2 will survive the expiration or earlier termination of the Term.

(b) Together with the payment of Revenue Sharing Payments, Tenant shall submit to Landlord a written statement signed by the Chief Financial Officer (or equivalent executive officer) of Tenant and certifying that the Revenue Sharing Payment amounts are true, correct and complete, and showing in commercially reasonable detail (with sufficient back-up documentation) the basis on which the Revenue Sharing Payments described in subsections (a)(i) through (a)(iii) above were calculated for the applicable quarter based on revenue actually received.

(c) Notwithstanding the acceptance by Landlord of any quarterly installment of Revenue Sharing Payments, within ninety (90) days from the close of each NWSL season, Tenant shall submit an annual report of the Revenue Sharing Payments for the year just ended, and within one hundred twenty (120) days of Landlord's receipt of such annual report, Landlord may elect to cause a special audit to be made of Tenant's accounts and records relating to the Gross Revenues for the annual period covered by such statement (the "**Third-Party Revenue Audit**"). The Third-Party Revenue Audit shall be conducted in person at Tenant's principal place of business in Boston by an accounting firm or other consultant retained by Landlord (the "**Third-Party Auditor**") reviewing all books, source documents, accounts, records and tax reports of Tenant or any Tenant Party, as applicable, in order to verify the amount of Gross Revenue for the period in question, and Tenant will make such materials reasonably requested by the Third-Party Auditor available to the Third-Party Auditor to review (but not copy) at such office of Tenant. The findings of the Third-Party Revenue Audit shall be reported by the Third-Party Auditor to Landlord and Tenant stating in summary form the Gross Revenue (by line-item amounts), and either verifying the same or disclosing any deficiencies in the Revenue Sharing Payments for the period in question (the "**Audit Disclosure Letter**"). For the avoidance of doubt, the Audit Disclosure Letter shall either state that there is no deficiency or only the conclusive amount of any deficiency and not the revenue basis for such calculated deficiency. The Parties each reserve the right to inquire and receive from the Third-Party Auditor verbal confirmation of the Third-Party Auditor's data, methodology, and computations underlying the Third-Party Revenue Audit. Any such deficiencies disclosed by such Third-Party Revenue Audit shall be promptly paid by Tenant, with interest thereon calculated at the Base Interest Rate plus four percent (4%). The cost of such Third-Party Audit shall be paid by Landlord; provided that if such audit shall disclose any additional liability for Revenue Sharing Payments in excess of five percent (5%) of the Revenue Sharing Payments theretofore computed and paid by Tenant for the period covered by such audit, then Tenant shall also pay the cost incurred by Landlord for undertaking such audit. All materials reviewed by the Third-Party Auditor shall be strictly confidential and proprietary to the Tenant and shall be retained by Tenant and not disclosed by the Third-Party Auditor, except as part of the Audit Disclosure Letter or as otherwise required by Legal Requirements or court order. The Third-Party Auditor shall be required to execute a commercially reasonable non-disclosure agreement to ensure confidentiality of all information provided.

(d) For the avoidance of doubt, Landlord expressly reserves the right to retain for itself any and all revenue derived from Landlord's own separate license or sale of naming

rights and advertising with respect to those naming and advertising matters Landlord undertakes without violating this Lease or the Stadium Usage Agreement.

(e) In addition to the Revenue Sharing Payments, beginning on the Commencement Date, Tenant shall deposit into a reserve account maintained by Tenant, on a quarterly basis, in arrears, the following reserve funds (collectively, the “**O&M/Capital Reserve Funds**”), subject to the Reserve Funds Determination set forth below:

- (i) forty percent (40%) of all Gross Revenue for such quarter that Tenant or any Tenant Party collects for In-Stadium Advertising (except for Naming Rights granted for the Playing Field), which In-Stadium Advertising shall be subject to the terms and conditions set forth in the Stadium Usage Agreement (including, without limitation, Landlord’s approval rights related thereto);
- (ii) fifteen percent (15%) of all Gross Revenue for such quarter that Tenant or any Tenant Party collects for from Naming Rights granted for the Playing Field, which Naming Rights shall be subject to the terms and conditions set forth in the Stadium Usage Agreement (including, without limitation, Landlord’s approval rights related thereto); and
- (iii) five percent (5%) of all Gross Revenue for such quarter that Tenant or any Tenant Party collects from Concessions.

O&M/Capital Reserve Funds shall be kept in a segregated account of Tenant and may only be used to help defray costs Tenant incurs to carry out its maintenance, repair, replacement, and operational obligations hereunder and/or under the provisions of the SUA; provided that, for the avoidance of doubt, the insufficiency or inadequacy of O&M/Capital Reserve Funds to cover such costs associated therewith shall not limit or relieve Tenant of its maintenance, repair, replacement, and operational obligations hereunder and/or under the provisions of the SUA.

For each calendar year during the Term, Tenant shall determine in good faith whether and when a sufficient amount of deposits of O&M/Capital Reserve Funds have been contributed for such calendar year to create an annual reserve amount with respect to fifty (50%) of the current and anticipated costs to carry out its maintenance, repair, replacement, and operational obligations under this Lease and the SUA (the “**Reserve Funds Determination**”, and the date upon which such funds are sufficient, the “**Reserve Funds Determination Date**”) and, promptly upon making such determination, Tenant shall deliver written notice to Landlord of the Reserve Funds Determination. For the period commencing on the Reserve Funds Determination Date and continuing for the remainder of such calendar year: (i) the above percentages applicable to deposits of O&M/Capital Reserve Funds each shall automatically be decreased to zero percent (0%), (ii) Tenant shall remit to Landlord, on a quarterly basis, in arrears, fifty percent (50%) of all Gross Revenue that Tenant otherwise would have been required to deposit as O&M/Capital Reserve Funds had Tenant not made the Reserve Funds Determination, and (iii) Tenant shall retain for its own account (and with no obligation to deposit such funds as O&M/Capital Reserve Funds) fifty percent (50%) of all Gross Revenue that Tenant otherwise would have been required

to deposit as O&M/Capital Reserve Funds had Tenant not made the Reserve Funds Determination. The payments to be made by Tenant to Landlord pursuant to the foregoing clause (ii) shall constitute Rent and shall be in addition to the Revenue Sharing Payments required to be remitted to Landlord by Tenant pursuant to Section 4.2(a). On the fifth annual anniversary of the Rent Commencement Date and every five (5) years thereafter during the Term, the parties shall in good faith discuss whether the O&M/Capital Reserve Funds are sufficient for the foregoing purposes. If the parties acting reasonably determine that they are not, then the parties will agree to equally reduce (or increase, as applicable) the percentages specified in Section 4.2(a) and the percentages of Gross Revenue retained by Tenant, and to increase (or decrease, as applicable) the percentages in Section 4.2(e) by the combined percentages of such reduction in Landlord's share of Gross Revenue and Tenant's share of Gross Revenue, such that the O&M/Capital Reserve Funds shall be the amount reasonably agreed upon to be sufficient to establish appropriate reserves for the foregoing purposes. Tenant shall submit a written report to Landlord on an annual basis detailing the sources, uses, and balance of the O&M/Capital Reserve Funds. At the expiration or earlier termination of the Term, the balance of the O&M/Capital Reserve Funds shall be remitted promptly to Landlord.

4.3. Payment of Rent; Late Payments.

All Rent shall be paid by Tenant to Landlord in lawful money of the United States of America at Landlord's address set forth herein or at such other place or to such other person as Landlord from time to time may designate. The obligation of Tenant to pay Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, set-off, suspend, or deduct any Rent due hereunder. Late payment by Tenant to Landlord of Rent and other sums due will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult and impracticable to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord. Therefore, if any installment of Rent due from Tenant is not received by Landlord within five (5) days after the date such payment is due, Tenant shall pay to Landlord an additional sum of six percent (6%) of the overdue Rent as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant.

4.4. Additional Rent.

Tenant covenants to pay and discharge, when the same shall become due, as Additional Rent, all other amounts, liabilities and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof in accordance with the provisions of this Lease, including interest at the Base Interest Rate plus four percent (4%), but not more than the maximum rate permitted by law, for overdue payments of Base Rent and Revenue Sharing Payments, or any other Additional Rent, which interest shall commence the day following the due date of such payment, and, in the event of any failure by Tenant to pay or discharge any of the foregoing, Landlord shall have all rights, powers and remedies provided herein, by law or otherwise in the case of non-payment of Rent.

4.5. Net Lease.

It is understood and agreed by Tenant that this Lease is a triple net lease and the Rent and all other sums payable hereunder shall be absolutely net to Landlord. Tenant shall be responsible for all taxes, payments in lieu of taxes, assessments, utility charges, liens, insurance, maintenance, repairs and all other costs associated with the Leased Premises or the Improvements thereon as contemplated herein (but not the other portions of the Property except to the extent costs for the same are allocated to Tenant pursuant to this Lease or the Stadium Usage Agreement).

4.6. Taxes and Other Charges.

(a) Landlord and Tenant acknowledge that the City of Boston, the BPDA, and Tenant shall endeavor to enter into an agreement for the payment in lieu of taxes (“**PILOT Agreement**”) under M.G.L. Chapter 121B, Section 16, provided that the conditions of M.G.L. Chapter 121B have been satisfied and all requisite approvals from the BPDA and the Trustees of the George Robert White Trust have been obtained; provided, however, that such approvals cannot be, and are not, guaranteed by Landlord and the failure to obtain such approvals shall not be considered the fault of Landlord nor considered to be bad faith on the part of Landlord. The PILOT Agreement shall terminate as of the expiration date of the Initial Term unless the PILOT Agreement is extended by the written agreement of the Parties, and the annual contract amount of the PILOT Agreement shall not exceed the amount that would be levied at the current tax rate based on the assessed value of the unimproved Leased Premises.

(b) Subject to Section 4.6(a) above, Landlord and Tenant hereby acknowledge that, following the Effective Date, and during such time that there is no PILOT Agreement in effect, the taxing authority for the Property may elect to assess Taxes on the Leased Premises (or any portion thereof) based on the then-current for-profit value associated with its use from time to time. If any Taxes are assessed against the Leased Premises (or any portion thereof) during the Term, Tenant shall make arrangements with such taxing authority to receive the bills therefor and shall pay all amounts due thereunder directly to the taxing authority before any fine, penalty, interest or cost may be added thereto for nonpayment. In no event shall the amount of any Taxes be deducted from the Rent payable to Landlord, and Landlord makes no representation about the tax consequences associated with Tenant’s lease of the Leased Premises or its use thereof.

(c) Subject to Section 4.7 hereof, Tenant will pay (i) all PILOT Agreement payments, taxes, assessments, levies, fees, water and sewer rents and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time prior to or during the Term hereof, imposed or levied upon or assessed against (A) the Leased Premises, (B) any Rent or other sum payable hereunder or (C) this Lease or the leasehold estate hereby created, or which arise in respect of the operation, possession or use of the Leased Premises; (ii) all gross receipts or similar taxes imposed or levied upon, assessed against or measured by any Rent or other sum payable hereunder; and (iii) all sales, use and similar taxes at any time levied, assessed or payable on account of the acquisition, leasing or use of the Leased Premises (collectively, the “**Taxes**”). Tenant will furnish to Landlord, promptly after payment thereof, proof of payment of all items referred to above which are payable by Tenant. If any such assessment may legally be paid in installments, Tenant may pay such assessment in installments; in such event, Tenant shall

be liable only for installments which are attributable to any period falling, in whole or in part, within the Term hereof (subject to proration as set forth above as to the end of the Term). Subject to Section 4.7 hereof, Landlord shall have the right to pay, discharge or remove any tax, assessment, levy, fee, rent, charge, lien or encumbrance on behalf of Tenant and charge Tenant therefor and Tenant shall be obligated to reimburse Landlord promptly for the same.

(d) For the purposes of this Article IV, Taxes shall not include any inheritance, estate, succession, gift, franchise, income or profit tax, capital stock tax, or income taxes; provided, however, that any of the same and any other tax, excise, fee, levy, charge or assessment, however described, that may in the future be levied or assessed as a substitute for or an addition to, in whole or in part, any tax, levy or assessment which would otherwise constitute Taxes, whether or not now customary or in the contemplation of the Parties on the date of this Lease, shall constitute Taxes.

4.7. Permitted Contests.

Tenant may seek a reduction in the valuation of the Leased Premises assessed for tax purposes, and may contest in good faith by appropriate proceedings, at Tenant's expense, the amount or validity in whole or in part of any assessment, levy, or lien, and may defer payment thereof if allowed by law, provided that:

(a) Tenant shall immediately pay such contested item or items if the protection of the Leased Premises or of Landlord's interest therein from any lien or claim shall, in the reasonable judgment of Landlord, require such payment; and

(b) Landlord shall not be required to join in any proceedings referred to herein unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by or in the name of Landlord. Landlord shall not be subjected to any liability for the payment of any costs or expenses in connection with any such proceedings, and Tenant shall indemnify and save harmless Landlord from any such costs and expenses. Notwithstanding the foregoing, Landlord shall not be required to join in or become a party, nominal or otherwise, to any proceeding (although it may elect to do so in its sole and absolute discretion) in which it will oppose the Assessor's Office for the City of Boston, or the Commonwealth of Massachusetts or the United States of America, or any other agency, authority, branch, commission, division, office or subdivision of or for the City of Boston, the Commonwealth of Massachusetts, or the United States of America, nor shall Landlord be required in connection with any such proceeding or otherwise to oppose in any way any policy established by Landlord or the City of Boston nor to take any position inconsistent with a position taken and made public by Landlord or the City of Boston.

4.8. Utilities.

Tenant shall timely pay for all utilities for which it is responsible, as set forth in this Lease and in the Stadium Usage Agreement.

4.9 Ticket Surcharge; Point-of-Sale Contribution Opportunities.

The Cooperation Agreement shall include the following concepts: (i) a \$1 surcharge to be imposed on each ticket sold for Tenant's soccer games at the Stadium, and (ii) Landlord and Tenant shall cooperate to mutually agree upon additional voluntary contribution options (if any) at all point-of-sale opportunities in the Stadium. All revenue resulting from the foregoing clauses (i) and (ii) shall be made available to a charitable fund determined by the City of Boston that is dedicated exclusively to investments in Franklin Park and implementing the Franklin Park Action Plan. During any Extension Term, the ticket surcharge previously required under the Cooperation Agreement shall continue as an obligation of Tenant under this Lease; provided that the amount of such surcharge will increase at the commencement of each Extension Term, each such increase to be equal to the average percentage change in annual CPI over the prior 10-year period.

4.10 Tree Bank. To ensure that the Project enhances the overall canopy cover in Franklin Park and advances the tree canopy goals of the Franklin Park Action Plan, BPRD and Tenant will jointly establish a tree bank (the "**Tree Bank**") with funds to be used to replace removed caliper inches, such Tree Bank to be funded equally by the City of Boston and Tenant with the amount of funding and the timeline for such funding to be reasonably determined by BPRD. The Tree Bank shall be managed, and the funds therein shall be deployed, by BPRD in its sole discretion (including, without limitation, with respect to the selection of quantity, species, and size of trees to be planted, and the location(s) for planting). All funds of the Tree Bank shall be deployed by BPRD within ten (10) years from the Effective Date.

ARTICLE V USE AND QUIET ENJOYMENT; SURRENDER

5.1. Use; Conditions.

The Parties' shared use of the Stadium (including the Leased Premises), and the allocation of responsibility for the ongoing operation, maintenance, and repair thereof, shall be governed by the terms and conditions of this Lease and the Stadium Usage Agreement within an overarching framework that ensures Landlord's primary objective of providing a modernized recreational complex for the benefit of students of the Boston Public Schools and other constituents of the City of Boston (including the general public). Additional terms and conditions applicable to the Leased Premises are set forth in Article VI hereof, and shall be interpreted conjunctively with the obligations of the parties under the Stadium Usage Agreement. In furtherance of the foregoing, Tenant acknowledges and agrees that, during the Term of this Lease Tenant shall be permitted to use the Leased Premises and, to the extent permitted under this Lease and the SUA, the Licensed Premises, as an integral component of a professional-level sports facility for professional soccer games and practices, and for such ancillary and accessory uses in support thereof as are contemplated and permitted by Legal Requirements (including, without limitation, Granted Entitlements), such as, by way of example, administrative offices for Tenant's business operations and uses consistent with the level of gameday experience at other NWSL stadiums (including food and beverage concessions, the sale of team merchandise, and live radio, television broadcasting, and related media), all in compliance with and subject to

Legal Requirements (including, without limitation, the Granted Entitlements), all matters of record, and the Stadium Usage Agreement (collectively, the “**Permitted Uses**”).

Without limiting the foregoing, Tenant’s use of the Grove (inclusive of the South Crescent Building and the Grove Lawn Area) shall be in compliance with all Legal Requirements (including, without limitation, the Granted Entitlements) for the activities contemplated to occur thereon (inclusive of retail, restaurant serving alcohol, and entertainment uses). On a daily basis, the restaurant operating within the South Crescent Building shall close with sufficient time to ensure that all patrons are able to exit Franklin Park before the park closes.

On a seasonal basis, after discussion with BPRD and the White Stadium Neighborhood Advisory Council (WSNAC), Tenant shall submit to BPRD a proposed schedule for all programming/activation or other activities within the Grove Lawn Area. As a general matter, fencing or roping shall only be allowed where required by any City of Boston permit or license, including any liquor license issued by the Boston Licensing Board, or where fencing or roping is agreed to by BPRD and Tenant to be the preferable way to manage the subject programming/activation or other activity in the Grove Lawn Area. Tenant’s seasonal schedule may include regularly scheduled activities (e.g., a farmer’s market), special ticketed events, classes, and other activities that contribute to the activation of the Grove Lawn Area. The parties acknowledge that there may be additional programming/activation efforts by Tenant for the Grove Lawn Area from time to time that are not known when Tenant delivers its seasonal proposed schedule to BPRD, and Tenant agrees to give BPRD as much advance notice as possible under the circumstances of such additional requested programming/activation. At all times when the Grove Lawn Area is not being actively used for Tenant’s fenced or roped programming/activation in accordance with the foregoing, the Grove Lawn Area shall not be fenced or roped to ensure the public nature of the Grove Lawn Area as an extension of the abutting playstead is maintained. Tenant has the authority to propose rules governing conduct within the Grove Lawn Area; provided that the City retains the right to review and modify such rules in coordination with BPRD and WSNAC (such rules, as proposed by Tenant and reviewed/modified by Landlord, the “**Grove Lawn Area Rules and Regulations**”). Once established, Tenant has the authority to enforce the Grove Lawn Area Rules and Regulations. Other than any signage included in the Signage Plan, any advertisements attached to the outward-facing portion of any temporary fencing within the Grove Lawn Area must be approved by BPRD.

Tenant acknowledges that Landlord has not made nor shall make any representation or warranty, express or implied, as to the condition of the Leased Premises, the Stadium, or the remainder of Property, or the suitability of the Leased Premises, the Stadium, or the remainder of the Property, for the intended use by Tenant (or any Tenant Party). Tenant further acknowledges that Landlord has not made nor shall make any representation or warranty, written or oral, express or implied, as to the frequency of Tenant’s (or any Tenant Party’s) use of the Playing Field, the East Grandstand, and all other non-leased portions of the Stadium, and Tenant acknowledges and agrees that the use thereof by Tenant and any Tenant Party shall be limited by, and subject to, all Legal Requirements (including, without limitation, the Granted Entitlements) and the terms and conditions of the Stadium Usage Agreement. In no event shall Tenant (or any Tenant Party) use the Leased Premises for any purposes not specifically permitted

herein or in contravention of the Legal Requirements (including, without limitation, the Granted Entitlements) and/or the Stadium Usage Agreement.

Tenant covenants, promises and agrees to use (and to cause each Tenant Party to use) the Leased Premises in accordance with all Legal Requirements (including, without limitation, the Granted Entitlements), Permitted Encumbrances, the Stadium Usage Agreement, and any requisite approvals, permits, and/or licenses (including, without limitation, occupancy permits and liquor licenses) that may be issued by the City of Boston or any Governmental Authority and are necessary to comply with the requirements therein specified. Tenant agrees to operate (and to cause each Tenant Party to operate) the Leased Premises in a safe, orderly and clean manner. Tenant shall not (nor shall any Tenant Party) conduct operations on or about the Leased Premises in a manner that in the reasonable judgment of Landlord hinders police, fire fighting or other emergency personnel in the discharge of their duties; or would reasonably be expected to constitute a hazardous condition at the Property.

Tenant shall not suffer or permit the Property or any portion thereof to be used by the public without restriction or in such manner as might impair Landlord's title to the Property, or any portion thereof, or in such manner as might constitute a basis for a claim or claims of adverse usage, adverse possession or prescription by the public, or of implied dedication of the Leased Premises or any portion thereof. Tenant hereby acknowledges that Landlord does not hereby consent, expressly or by implication, to the unrestricted use or possession of the whole or any portion of the Leased Premises by the public. Tenant also acknowledges and accepts that the Property is located within Franklin Park, which has been designated as a Boston Landmark and listed on the National Register of Historic Places, and therefore guidelines and restrictions on use, construction of improvements, and any Alterations, among other things, may apply to the Property to protect its historical nature.

Tenant shall not injure, overload, deface or strip, or cause waste or damage to, the Leased Premises or Improvements constructed thereon or the underlying fee or any part thereof, nor commit any nuisance or unlawful conduct on the Property; nor make any use of the Property or the Improvements thereon which is improper or offensive; nor permit or suffer any Tenant Party to do any of the foregoing; Tenant's activities at all times to be conducted consistent with and in compliance with this Lease, the Stadium Usage Agreement, and all Legal Requirements (including, without limitation, the Granted Entitlements).

5.2. Quiet Enjoyment.

If and so long as Tenant shall pay all Rent and other charges herein provided and shall timely observe and perform all covenants, agreements and obligations contained herein, Landlord warrants peaceful and quiet occupation and enjoyment of the Leased Premises by Tenant against all parties claiming by or through Landlord; provided, that Landlord and its agents may enter upon and examine the Leased Premises as provided herein; further provided that Tenant acknowledges and agrees that its use of the Leased Premises shall be subject to and limited by the Stadium Usage Agreement and all Legal Requirements (including, without limitation, the Granted Entitlements).

5.3. Compliance with Law.

Tenant shall, at its sole cost and expense, comply with (and shall cause the Leased Premises and all Tenant Parties to comply with) all Legal Requirements affecting the Property, the Leased Premises, or any portion thereof, or the use thereof, including, without limitation, the Granted Entitlements, the State Buildings Code of the Commonwealth of Massachusetts, the State Sanitary Code of the Commonwealth of Massachusetts, Chapters 111 and 186 of the Massachusetts General Laws, and all applicable non-discrimination and equal opportunity laws, regulations and executive orders whether or not such law, ordinance, rule, regulation or requirement is specifically applicable or related to the conduct of the Permitted Uses, or shall necessitate structural changes or improvements, or shall interfere with the use and enjoyment of the Leased Premises by Tenant and any Tenant Party, and whether or not any of the same which may hereafter be enacted involve a change of policy on the part of the Governmental Authority enacting the same. It is intended that, as between Tenant and Landlord, Tenant shall bear the sole risk of all present and future Legal Requirements affecting the Property (including the Leased Premises), any construction or Alterations, and the Permitted Uses, and Landlord shall not be liable for (nor suffer any abatement or reduction in any Rent on account of) the enactment or enforcement of any Legal Requirement.

5.4. Compliance with Contractual Requirements.

Tenant shall, at its expense, comply with the requirements of all policies of insurance which are carried by Tenant (or by Landlord when permitted by the terms herein and as to which Tenant has been provided with a copy) which at any time may be in force with respect to the Leased Premises and the Improvements, or any portion thereof.

5.5. Surrender of Leased Premises.

At the expiration or earlier termination of the Term of this Lease (as it may be extended hereby), Tenant shall peaceably leave, quit and surrender the Leased Premises and Improvements, (a) in the same good condition as Tenant is required to maintain the same under this Lease and the Stadium Usage Agreement, free of all Tenant's Property, leaving in place all the Stadium Fixtures, Tenant Work, and any subsequent Alterations permitted by Landlord to remain on the White Stadium Parcel, and (b) free of Hazardous Materials brought upon, kept, used, stored, handled, treated, generated in, or released or disposed of from, the Leased Premises by any person other than Landlord or any of its employees, agents, or contractors. Tenant shall surrender the Stadium Fixtures and any Alterations, installations, or fixtures located in the Leased Premises to Landlord upon Tenant's surrender of the Leased Premises, but shall uninstall and remove all items of Tenant's Property (including, without limitation, Tenant's Personalty) at its sole cost and expense. Any Tenant's Property not so removed by Tenant as required under this Section 5.5 shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and/or disposition of such property. Tenant agrees to reimburse Landlord for any costs incurred by Landlord in storing or removing the same upon written notice from Landlord with a fifteen (15) day opportunity to cure. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term, including, without limitation, indemnity

obligations, payment obligations with respect to Rent and obligations concerning the condition and repair of the Leased Premises and the Property, as applicable.

ARTICLE VI MAINTENANCE, REPAIR AND OPERATION

6.1. Maintenance and Repair; Operations.

(a) During the Term of this Lease, except for the interior, non-structural portion of the BPS Exclusive Areas and the building systems exclusively serving such BPS Exclusive Areas, if any, Tenant shall, at its sole cost and expense, keep, maintain, and operate the Property, including, without limitation, the Leased Premises, any portions of the Leased Premises as may be altered or improved by or for Tenant from time to time, each of the West Grandstand and the East Grandstand (excluding only the interior, non-structural portion of the BPS Exclusive Areas and the building systems exclusively serving such BPS Exclusive Areas, if any), and the Licensed Premises (including, without limitation, the Track and the Playing Field), in good repair and appearance and in good and useable and tenantable condition for their intended uses, and, at Tenant's sole cost and expense, shall promptly make all structural and non-structural, foreseen and unforeseen, ordinary and extraordinary changes, repairs and replacements (including capital repairs and capital replacements, but excluding such repairs and replacements of any new capital improvements made by the Landlord during the Term after the initial reconstruction of the East Grandstand that would cost materially more to repair or replace, and excluding any capital replacement of the Track unless the need therefor is caused by Tenant) of every kind and nature that may be reasonably required to be made upon or in connection with the Property or any part thereof (including each of the West Grandstand and the East Grandstand, excluding only the interior, non-structural portion of the BPS Exclusive Areas and the building systems exclusively serving such BPS Exclusive Areas, if any) in order to keep and maintain the Property or any part thereof (including each of the West Grandstand and the East Grandstand, excluding only the interior, non-structural portion of the BPS Exclusive Areas and the building systems exclusively serving such BPS Exclusive Areas, if any) in good repair and appearance and in such good and useable and tenantable condition for its intended purposes. If warranties or insurance proceeds are available to Tenant for such repairs and replacements, Tenant may utilize the same, but the unavailability or non-existence of warranties or insurance, or the difficulty or failure to receive funds or the delay in receiving funds, or the lack of coverage or insufficiency of funds shall not relieve Tenant of its obligations hereunder. For the avoidance of doubt, except for the interior, non-structural portion of the BPS Exclusive Areas and the building systems exclusively serving such BPS Exclusive Areas, if any, Tenant shall, at its own expense, repair, maintain in good, clean, neat and sanitary condition, and replace as needed, the following in or on the Stadium: (i) exterior fixed seating; (ii) Tenant's approved signage; (iii) ingress/egress areas to the Stadium and general public areas within it; (iv) concession areas; (v) suite/club areas; (vi) media areas; (vii) lavatories (excluding those located in the interior of the BPS Exclusive Areas); (viii) locker rooms (excluding those located in the interior of the BPS Exclusive Areas); (ix) offices (excluding those located in the interior of the BPS Exclusive Areas); (x) HVAC facilities; (xi) MEP facilities; (xii) elevators; (xiii) roofing; (xiv) Stadium lighting; (xv) moveable seating; and (xvi) all other areas of the Stadium.

Tenant shall maintain all exterior portions of the Property (including, without limitation, the Stadium, the Leased Premises, the Licensed Premises, the Clamshell façade and canopy, and entrances and exits), excluding only the interior non-structural portion of the BPS Exclusive Areas and the building systems exclusively serving such BPS Exclusive Areas, if any, in a safe, clean and good condition and repair.

Tenant shall maintain the Grove as follows: (x) as to the Grove Lawn Area, the lawn shall be mowed and maintained, and the pathways shall be kept clean and appropriately landscaped, safely lit, and reasonably free of obstructions, debris, trash, snow and ice and other hazards and (y) as to the South Crescent Building, Tenant shall keep the same clean and orderly condition, safely lit, and in good repair and appearance for its intended purposes, to the standards of a first-class commercial restaurant and bar.

In addition to the foregoing, Tenant acknowledges that Tenant retains responsibility, at Tenant's sole cost and expense, for the ongoing operation, maintenance, and repair of the Playing Field (surface and subsurface), as set forth in and governed by the terms and conditions of the Stadium Usage Agreement.

In performing Tenant's obligations hereunder, Tenant shall comply with Section 6.3 of this Lease.

(b) During the Term of this Lease, Landlord shall, at its sole cost and expense, keep, maintain and operate the interior, non-structural portion of the BPS Exclusive Areas and the building systems exclusively serving such BPS Exclusive Areas, if any, including any portions thereof as may be altered or improved from time to time, in good repair and in a useable condition for its purposes. Landlord shall not otherwise be required to maintain, repair or rebuild, or to make any alterations, replacements or renewals of any nature or description to the Property (including each of the West Grandstand and the East Grandstand, excluding only the interior, non-structural portion of the BPS Exclusive Areas and the building systems exclusively serving such BPS Exclusive Areas, if any), or any part thereof, whether ordinary or extraordinary, structural or non-structural, capital or non-capital, foreseen or unforeseen, or to maintain the Property or any part thereof in any way, except to the extent set forth in paragraph (c) of this Section. Tenant shall not be responsible for maintaining the Surrounding Park Area except to the extent expressly set forth herein or in the SUA.

(c) Additionally, notwithstanding the foregoing allocation of responsibilities, if there is physical damage to any portion of the Stadium or the White Stadium Parcel (inclusive of all areas, facilities, fixtures, and equipment) and such damage is caused by the willful misconduct or negligence of the other Party (or any of its employees, agents, independent contractors, suppliers, or invitees, expressly including spectators, players, coaches, fans, or other admittees gaining access to the Stadium for games, events, or gatherings sponsored or permitted by said Party, or deliveries or construction or other work to be performed for such Party) (such other Party, the "**Responsible Party**"), then the Responsible Party shall be obligated to make all repairs and replacements required to promptly and fully restore the damaged areas, facilities, fixtures, or equipment to its condition prior to such damage, at its sole cost and expense. Neither Party shall be deemed to be a Responsible Party as to any damage caused by the general public present in the Stadium as a result of access permitted to the general public under this Lease, the

Cooperation Agreement, or the Stadium Usage Agreement, Tenant being responsible for discharging its normal security, maintenance, and operational obligations as contemplated in the Stadium Usage Agreement as preventative measures and for the provision of insurance covering any such incidents (it being understood that Tenant's obligations are not limited to the extent of insurance). A Responsible Party's failure to make remedial repairs or replacements within thirty (30) days of written notice by the other Party (or such longer time as may be reasonably necessary to effectuate the same, not to exceed ninety (90) days in the aggregate), shall entitle the non-delinquent Party to make such remedial repairs or replacements itself, at the cost and expense of the delinquent Responsible Party, to be reimbursed by the delinquent Responsible Party within thirty (30) days of receiving an invoice therefor containing a reasonably detailed summary of amounts to be reimbursed, along with evidence of payment therefor. For the avoidance of doubt, this paragraph (c) shall not apply to damage to the Playing Field caused by the use thereof permitted under this Lease and/or the Stadium Usage Agreement.

(d) Tenant shall cause the Improvements of and within the Property (including the Stadium, excluding only the interior, non-structural portion of the BPS Exclusive Areas and the building systems exclusively serving such BPS Exclusive Areas, if any) to be inspected annually by a qualified professional engineer registered in the Commonwealth of Massachusetts and approved by Landlord in its reasonable discretion. Additionally, no less frequently than once every three (3) years during the Term, Tenant shall cause such qualified professional engineer to deliver a detailed property condition report to both Tenant and Landlord, which report shall describe in reasonable detail the condition of the Improvements and any maintenance, repairs or replacements recommended to be made thereto or performed thereon in order to maintain the same in good order, condition and repair (the "**Property Conditions Report**"). The Property Conditions Report shall be signed and certified by the engineer performing the inspection. Subject to the terms of this Lease (including with respect to the making of Alterations), Tenant shall, at its sole cost and expense, perform all maintenance, repairs and replacements recommended in each such report within the relevant timeframe set therefor in such report to the extent required to comply with the provisions of this Lease. If Tenant fails to obtain an inspection report when required to do so by this Section, and such failure continues for thirty (30) days following Landlord's written notice to Tenant of such failure, Landlord may obtain such a report, at Tenant's cost, and such report shall have the same effect as a report obtained by Tenant pursuant to this Section.

(e) Nothing contained herein shall be construed to limit or modify Tenant's rights or obligations under the Stadium Usage Agreement.

6.2. Inspection by Landlord; Landlord's Right to Maintain; Indemnification.

Landlord and its authorized representatives shall have the right to inspect the Leased Premises upon request, provided that such inspections do not unreasonably interfere with the operations of Tenant or any Tenant Party, as applicable. In the event of any emergency conditions, such inspection by Landlord may take place at any time without prior notice. Notwithstanding anything above to the contrary, (i) Landlord shall have the right, at the sole cost of Tenant and upon ten (10) days prior written notice (except in the case of an emergency, in which instance, the written notice shall be provided to Tenant within a time (which may be after the emergency) that is reasonable relative to the nature of the emergency), to cure any default

(but subject to the express provisions of the SUA relative thereto) by Tenant with respect to the maintenance, repair and operation activities set forth in Section 6.1, and all costs incurred by Landlord to cure any such default shall be charged to Tenant as Additional Rent pursuant to the provisions of Section 4.5 of this Lease, and (ii) Tenant agrees to indemnify and hold harmless Landlord from any and all claims, damages or other liabilities resulting from any action taken by Landlord to cure any such default.

6.3. Alterations; No Demolition.

(a) Except as set forth in the Work Letter, (i) Tenant shall not have the right to undertake any work, make changes to or otherwise alter the Leased Premises or any other portion of the Property (“**Alterations**”) without the prior written consent of Landlord, and (ii) Tenant shall not be permitted to demolish or remove any portion of the Improvements. Landlord’s consent to any Alterations shall not be unreasonably withheld, but may be given or withheld in Landlord’s sole discretion if any such Alteration (1) could (A) reasonably be expected to adversely affect the structure or building systems of the Stadium, or (B) in Landlord’s judgment, be considered inconsistent with the character of the Stadium or Property, or detrimental to Franklin Park and the surrounding area; subject however to Alterations that are necessitated by casualty or destruction of existing physical conditions and which will restore the Stadium or Property to pre-existing condition, which shall be permitted with Landlord’s reasonable approval; or (2) is to an area outside the Leased Premises. If Landlord approves any Alterations, Landlord may impose such conditions on Tenant in connection with the commencement, performance and completion of such Alterations as Landlord may deem appropriate in Landlord’s reasonable discretion.

(b) For avoidance of doubt, the Work Letter shall govern the initial redevelopment of the Stadium (including the Leased Premises and the Licensed Premises) and this Section 6.3 shall govern with respect to Alterations following Substantial Completion of the redevelopment work undertaken pursuant to the Work Letter and the occurrence of the Commencement Date.

(c) Any request for approval shall be in writing, delivered not less than twenty (20) Business Days in advance of any proposed construction, and accompanied by plans, specifications, bid proposals, work contracts and such other information concerning the nature and cost of the Alterations as may be reasonably requested by Landlord, including the identities and mailing addresses of all contractors, subcontractors, or others performing work or supplying materials. Landlord’s right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to ensure that such plans and specifications or construction comply with applicable Legal Requirements.

(d) Any such Alteration that Landlord has approved shall be performed in accordance with the Landlord-approved plans and specifications, and no changes to such plans and specifications shall be made without the prior consent of Landlord in accordance with the terms hereof. If Landlord engages third-party consultants, Tenant shall pay to Landlord, within thirty (30) days following receipt of an invoice, an amount equal to all reasonable costs incurred by Landlord to engage third-party consultants for plan review, coordination, and scheduling in

connection with any Alteration. Such reimbursement as is required pursuant to this Section 6.3 shall be considered Additional Rent for purposes of this Lease.

(e) Tenant, at its expense, shall obtain all necessary approvals and permits from Governmental Authorities for the commencement and prosecution of any Alterations prior to the commencement thereof and, if required, Tenant shall obtain final approval from Governmental Authorities upon completion of such Alterations. Tenant shall promptly deliver copies of all such approvals and permits to Landlord.

(f) All costs and expenses associated with designing, permitting, and constructing any Alterations shall be borne by Tenant. Tenant shall not permit any liens to attach to the Leased Premises or Property in connection with any such Alterations, and shall immediately release any liens that do attach. Prior to commencing any Alterations, Tenant shall provide such bonds or other financial security as Landlord may require.

(g) With respect to any Alterations, Tenant shall comply with all applicable requirements of this Lease. Tenant, at its sole cost and expense, shall cause the Alterations to be performed in compliance with all applicable Legal Requirements and requirements of any insurers of the Leased Premises, or any Board of Fire Underwriters, Fire Insurance Rating Organization, or other body having similar functions. Tenant shall implement at its sole cost and expense any alteration or modification required by applicable Legal Requirements as a result of any Alterations. Before Tenant begins any Alteration, Landlord may post on and about the Property notices of non-responsibility pursuant to applicable law. Tenant shall reimburse Landlord for, and indemnify and hold Landlord harmless from, any expense incurred by Landlord by reason of faulty work done by Tenant or its contractors, delays caused by such work, or inadequate cleanup. All such Alterations shall be performed in a good and workmanlike manner.

6.4. Environmental Covenants; Hazardous Materials and Oil; Indemnification.

Tenant hereby covenants with Landlord that neither it nor any Tenant Party will dump, flush, release or in any way introduce any Hazardous Materials, Oil or any other Toxic Substances into the septic, sewage or other waste disposal systems serving the Property; and in the event of any such unpermitted introduction, Tenant, at its sole cost and expense, will clean up promptly any damage occasioned by such unpermitted introduction and remediate such Hazardous Materials, Oil or any other Toxic Substances. Tenant further unconditionally agrees that neither it nor any Tenant Party will release, generate, store or use (except customary quantities of customary materials for the Permitted Use in accordance with all applicable Legal Requirements) or dispose of Hazardous Materials, Oil or any other Toxic Substances in or on the Property, or dispose of Hazardous Materials or Oil or Toxic Substances from the Property into the air, ground, surface, water, groundwater or subsurface or to any other location in the environment or otherwise, except disposal to a properly approved disposal facility and then only in compliance with any and all applicable Legal Requirements. “**Hazardous Materials**”, “**Oil**”, and “**Toxic Substances**” as used in this Lease, shall have the same meanings ascribed to such terms in the Massachusetts Oil and Hazardous Material Release Prevention Act, as amended, Mass. Gen. Laws ch. 21E; in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; in the Hazardous Materials

Transportation Act, 49 U.S.C. § 1802; in the Toxic Substances Act, 15 U.S.C. § 2601 et seq.; and in the regulations adopted and publications promulgated pursuant to said Acts. The obligations of Tenant under this Section 6.4 shall survive the expiration or any earlier termination of the Term of this Lease.

Tenant shall unconditionally, irrevocably and absolutely indemnify, defend with counsel reasonably acceptable to Landlord, and save harmless Landlord for, from and against any and all damages, losses, liabilities, obligations, claims, litigation, demands, defenses, judgments, suits, proceedings, fines, penalties, costs, disbursements and expenses (including without limitation, penalties and fines within the meaning of any Environmental Law), of any kind or nature whatsoever, which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against Landlord and arising from any violation or alleged violation of Environmental Laws, environmental problem or other environmental matter described herein relating to the Property or Tenant's obligations under this Lease, or arising as a consequence of any of Tenant's interest in or operation of the Leased Premises or its use of the other portions of the Property pursuant to this Lease or the Stadium Usage Agreement, including, without limitation, matters arising out of any breach of Tenant's covenants, representations and warranties contained in this Article 6. Landlord shall not assume any liability or obligation for loss, damage, fines, penalties, claims or duty to clean up or dispose of Hazardous Materials, Oil, Toxic Substances or other wastes or materials on or relating to the Leased Premises and/or the Licensed Premises regardless of any inspections or other actions made or taken by Landlord on the Leased Premises or the Licensed Premises or otherwise unless, during the Term, Landlord or any of its employees or contractors caused such contamination. Notwithstanding the foregoing, the indemnity obligation of Tenant shall not apply to any liability, loss, or claim caused solely by the acts of Landlord or any Landlord Party. All warranties, representations and obligations set forth herein shall be deemed to be continuing and shall survive the expiration or termination of this Lease. Tenant shall give Landlord prompt written notice of any release, spill, discharge, contamination or claims threatened or made or suit instituted against it which could result in a claim of indemnification hereunder.

6.5. Environmental Remedial Work; Compliance with Laws; Notice.

(a) Costs of Remedial Work. Tenant hereby agrees that it shall be responsible for any and all costs relating to the assessment, monitoring, clean-up, containment, removal, and/or remediation of any Environmental Condition (other than any occurrence or condition caused after the Effective Date by the Landlord or any of its employees or contractors) ("**Remedial Work**"), including, without limitation, all costs to restore the Leased Premises as a result of any such Environmental Condition, and all costs, damages and liabilities incurred by Landlord as a result of any such Environmental Condition. For the avoidance of doubt, these obligations include, without limitation, Remedial Work as to Environmental Conditions on the Leased Premises existing prior to the Effective Date; provided, however, any portion of a pre-existing Environmental Condition shall not be Tenant's responsibility for so long as it remains outside of the Leased Premises, except to the extent set forth in the Work Letter.

(b) Hazardous Materials Remedial Work. Tenant shall be solely responsible (at its cost and expense) for performing all Remedial Work required by applicable Environmental Laws as to such Remedial Work that is Tenant's responsibility (taking into

account the use of the Property and surrounding areas as, and to permit the use of the Property and surrounding areas for, natural grass playing fields, basketball and tennis courts, and playgrounds) with respect to any reportable concentrations of Hazardous Materials identified or discovered on the Leased Premises at any time (including, without limitation, prior to or during performance of Tenant Work in accordance with the Work Letter or any Alteration), regardless of whether such Hazardous Materials were first released upon or otherwise first became present upon or beneath the surface of the Property or in any of the existing Improvements located thereon before or after the Effective Date.

(c) Manner of Remediation. All Remedial Work required to be performed by Tenant hereunder shall be performed in a manner which is approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed (provided, however, that no such advance approval shall be required in the event Tenant reasonably determines there is an imminent risk of harm to human health or the environment, so long as Tenant notifies Landlord promptly thereafter), is consistent with Landlord's soils management plan (if applicable) and in accordance with all applicable Environmental Laws (taking into account the use of the Property and surrounding areas as, and to permit the use of the Property and surrounding areas for, natural grass playing fields, basketball and tennis courts, and playgrounds). If Landlord so requests, Tenant shall provide Landlord or cause the responsible party to provide Landlord, within thirty (30) days after a request by Landlord, with a bond, letter of credit or other similar financial assurance, in form, amount and substance reasonably satisfactory to Landlord that evidences that the necessary financial resources are available to pay all costs associated with the aforementioned actions, the release of any lien against the Leased Premises relating to the Environmental Condition, the release or other satisfaction of the liability, if any, of Landlord, Tenant and the Leased Premises relating to the Environmental Condition arising under or related to any applicable Legal Requirements and the satisfaction of any applicable Environmental Enforcement Actions. Notwithstanding the foregoing, Landlord shall have the right, but not the obligation, upon ten (10) days' prior notice to Tenant (except in the event of an emergency, when no prior advance notice is required but such notice as is practicable shall be given) to expend funds to cure any breach of Tenant's obligations under this Section 6.5 and any amounts so expended shall be paid by Tenant to Landlord on demand as Additional Rent.

(d) Environmental Notices. Tenant shall provide Landlord with copies of any notices or material communication with any Governmental Authorities related to Hazardous Materials in, on or under the Leased Premises and/or the Licensed Premises, such copies to be sent to Landlord concurrently with their being mailed or delivered to the applicable Governmental Authorities or within two (2) Business Days following receipt, as applicable. Landlord shall provide Tenant with copies of any notices or material communication with any Governmental Authorities related to Hazardous Materials in, on or under the Leased Premises or impacting the Leased Premises, such copies to be sent to Tenant concurrently with their being mailed or delivered to the applicable Governmental Authorities or within two (2) Business Days following receipt, as applicable.

ARTICLE VII INDEMNITY AND INSURANCE

7.1. Tenant's Indemnification.

Tenant agrees to defend (with counsel acceptable to Landlord), indemnify and hold harmless Landlord, the City of Boston, and its and their elected officials, appointed officials, board members, officers, directors, employees, managers, attorneys, agents, sub-agents, contractors, subcontractors, vendors, representatives, and affiliates (collectively, "**Landlord Indemnified Parties**") from and against any and all liabilities, losses, damages (including, without limitation, punitive damages and damages based upon the loss of, or restriction on, use of the Property), costs, expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief, causes of action (including, without limitation, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), suits, claims, demands or judgments of any nature whatsoever (collectively, "**Claims**") arising directly or indirectly out of the use or occupancy of the Leased Premises by Tenant or any Tenant Party or a breach or default by Tenant in the performance of any of its obligations hereunder. Notwithstanding the foregoing, Tenant's obligations to defend, indemnify and hold harmless the Landlord Indemnified Parties shall not apply to (i) the ENC Litigation, (ii) any litigation challenging Granted Entitlements that were issued prior to the Effective Date, or (iii) any litigation challenging the issuance to Tenant of a properly issued liquor license.

Landlord Indemnified Parties shall not be liable to Tenant for, and Tenant assumes all risk of damage to, any personal property (including, without limitation, loss of records kept within the Leased Premises) other than as caused by the willful misconduct or gross negligence of Landlord or any Landlord Parties. Tenant further waives any and all Claims for injury to Tenant's business or loss of income relating to any such damage or destruction of personal property (including, without limitation, any loss of records). Landlord Indemnified Parties shall not be liable for any damages arising from any act, omission or neglect of any third party.

The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to Landlord which would exist at common law or under any other provision of this Lease or the Stadium Usage Agreement, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Article 7. If insurance proceeds are available, Tenant may utilize the same, but the lack of coverage, or unavailability, insufficiency, inability to recover, or delay in recovering insurance proceeds shall not limit Tenant's obligations hereunder.

The obligations of Tenant under this Section 7.1 for events occurring or circumstances arising or existing during the Term shall survive the expiration or any earlier termination of the Term of this Lease.

7.2. Insurance Requirements.

Beginning on the Commencement Date, Tenant shall at all times carry the insurance coverage as set forth on Exhibit K attached hereto; provided, however, Landlord and Tenant shall each be required to carry 'builder's risk' insurance during such time as construction is occurring after the Effective Date.

The minimum coverages stated in this Section and Exhibit K shall be reviewed annually by Landlord and Landlord may require Tenant to increase such minimum coverages to maintain the same at commercially reasonable levels from time to time during the Term or if Landlord reasonably determines that such increases are necessary to reflect inflation or changes in the nature or degree of risks insured. Tenant shall keep current certificates of insurance coverage on file with Landlord; and Landlord shall present to Tenant upon request a letter stating that it self-insures.

7.3. Insurance Provisions.

Insurance maintained by Tenant pursuant to the requirements of Section 8.2 shall:

- (i) be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in the Commonwealth Massachusetts;
- (ii) have attached thereto a clause making the loss payable to Tenant and Landlord as their respective interests may appear;
- (iii) be written on an occurrence (and not a claims made) basis, and to become effective at the time Tenant becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as Tenant is subject to such risk or hazard;
- (iv) provide for waiver of subrogation and payment of losses to Tenant and Landlord, respectively, notwithstanding any act of negligence of Tenant or Landlord; and
- (v) provide that any cancellation, change or termination of such insurance relating to insurable property shall not be effective with respect to Landlord until after at least thirty (30) days' prior notice has been given to Landlord to the effect that such insurance policies are to be canceled, changed, or terminated at a particular time.

Certificates of such policies and renewals, showing the issuance and effectiveness of each such policy and the amount of coverage afforded thereby, shall be filed with Landlord, with evidence of renewal provided within 30 days of expiration of any policy.

7.4. Waiver of Subrogation.

Each of Landlord and Tenant hereby waives all rights or recovery against the other for loss or injury against which the waiving party is protected by insurance required to be carried hereunder.

ARTICLE VIII
CASUALTY

8.1. Collection of Claims.

If any portion or portions of the Leased Premises shall be damaged or destroyed by fire or other casualty prior to the expiration of the Term, Tenant shall promptly give written notice thereof to Landlord, and Tenant shall, at Tenant's sole cost and expense, immediately take all necessary action to safely secure the Leased Premises against entry and proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction.

If any portion or portions of the remainder of the Stadium (i.e., all areas of the Stadium other than the Leased Premises) shall be damaged or destroyed by fire or other casualty prior to the expiration of the Term, Landlord shall promptly give written notice thereof to Tenant, and Landlord shall, at Landlord's sole cost and expense, promptly take all necessary action to safely secure the remainder of the Stadium against entry and proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction.

8.2. Special Account.

If the total amount of all proceeds of any such claims (hereinafter called the "**Insurance Proceeds**") and any other monies provided or required for the reconstruction, restoration or repair of the Improvements within the Leased Premises shall exceed Five Million Dollars \$5,000,000.00 (the "**Threshold Amount**"), the same shall be paid into an escrow with Landlord or such escrow agent as Landlord shall designate (with Tenant's reasonable approval of a third party escrow agent). If the Insurance Proceeds are insufficient to complete the repairs and reconstruction, Tenant shall pay the deficiency into such escrow (together with the Insurance Proceeds) before commencing repair and reconstruction work. Payments from such escrow account shall conform to the requirements of this Article and, in the event of restoration, shall be made on a progress payment basis against vouchers certified by a registered architect selected by Tenant and supervising the work of restoration and shall be subject to reasonable retainage.

8.3. Restoration.

Tenant shall fully repair and reconstruct the Leased Premises, including all Improvements and Stadium Fixtures, as applicable, to their condition at the time of such damage or destruction and the Insurance Proceeds and any other funds so collected by Tenant shall be used and expended by Tenant for such purpose. Any deficiency shall be paid by Tenant and Tenant's obligation hereunder shall not be affected by the unavailability or insufficiency of Insurance Proceeds. Any excess proceeds after such repair or reconstruction has been fully completed shall

be disbursed to Tenant, subject to the rights of Landlord to require that such excess be applied to the extent necessary to pay any outstanding Rent, Additional Rent and other amounts owed by Tenant to Landlord pursuant to this Lease.

8.4. Original or Modified Plans.

Any restoration undertaken by Tenant pursuant to the provisions of this Article VIII shall in all respects substantially conform to the provisions of the final plans and specifications for the damaged improvements, incorporating any alterations or modifications approved in writing by Landlord prior to the casualty, or shall be built in accordance with such new or modified plans and specifications as prepared by Tenant and approved by Landlord, subject to any applicable building and zoning laws or other applicable Legal Requirements then in existence. Landlord shall support Tenant's applications for all permits and approvals required to rebuild and restore the Leased Premises and any Stadium Fixtures and Improvements to its condition prior to the casualty or damage.

8.5. Commencement and Completion of Restoration.

Reconstruction or repair of the Leased Premises, Stadium Fixtures, or any portion thereof, which have been destroyed or damaged, shall be commenced within a period not to exceed thirty (30) days following the date upon which (i) if the loss is covered by insurance, the Insurance Proceeds have been received by Tenant or would have been received in the exercise of diligence and compliance with the Lease and insurance policies (or, if the conditions then prevailing require a longer period, such longer period as shall reasonably be required by Tenant proceeding with due diligence and approved by Landlord), and (ii) Tenant has received all governmental permits and approvals for such reconstruction or repair (or would have received all such governmental permits and approvals had Tenant used commercially reasonable efforts to diligently pursue the same); and Tenant shall diligently and continuously prosecute such reconstruction or repair to completion. If there is damage to any portions of the East Grandstand, the Playing Field, and/or the Track that would prevent Tenant from holding soccer games at the Stadium in accordance with NWSL standards, then Tenant's restoration obligations will be conditioned on Landlord agreeing to restore the East Grandstand, the Playing Field, and/or the Track, as applicable.

8.6. No Surrender or Abatement.

No destruction of or damage to the Leased Premises, Stadium Fixtures, the Stadium, or any part thereof, nor any damage to any equipment or other property installed or used in, on or about the Property, by fire or any other casualty, whether or not insured, shall permit Tenant to surrender this Lease or shall relieve Tenant from its liability to pay the full Rent and other charges payable under this Lease or from any of its other obligations under this Lease, and Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Leased Premises, or any part thereof, or to any suspension, diminution, abatement or reduction of Rent, or any other charges payable under this Lease on account of any such destruction or damage.

8.7. Demolition and Debris Removal Insurance.

Proceeds of demolition and debris removal insurance, if separately obtained pursuant to Article VII hereof, shall be separately accounted for by the escrow agent and shall be used to the extent available to pay the cost of any such demolition and debris removal occasioned by a casualty unless otherwise agreed by Landlord and Tenant, with Tenant responsible for paying any shortfall between such proceeds and the cost of such demolition and debris removal.

8.8. Failure to Commence or Complete Repairs.

If Tenant, except where delayed by Force Majeure or defaults of the Landlord (a) has not commenced reasonably diligent efforts to obtain all necessary approvals and permits to restore the Improvements on the Leased Premises as provided herein, or (b) if after such approvals and permits have been obtained, the restoration of Improvements on the Leased Premises do not proceed expeditiously and continuously thereafter, or (c) if Tenant fails to complete the restoration of Improvements in accordance with the final Landlord-approved plans and specifications within eighteen (18) months of the date of such Casualty or such longer period as may be reasonably required for settlement of insurance claims and completion of construction in light of the extent of the applicable Casualty and scope of the applicable restoration or within any extension granted by Landlord (which Landlord may grant or withhold in its reasonable discretion), then, in addition to Landlord's other rights and remedies, Landlord may, but shall have no obligation to, terminate this Lease by written notice given to Tenant.

ARTICLE IX
CONDEMNATION

9.1. Award.

In the event that all or substantially all of the West Grandstand, the East Grandstand, the Grove, the Playing Field, and/or the Track (or access thereto) shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between Landlord, Tenant and those authorized to exercise such right (any such matters being herein referred to as a "**Taking**"), then, subject only to Section 9.2 and 9.3, Landlord shall have and hereby reserves to itself and Tenant releases and assigns to Landlord all rights to damages accruing on account of any Taking (the "**Award**"). The Parties shall cooperate in the manner provided in Section 9.2 hereof to recover the Award.

9.2. Termination.

If at any time during the Term of this Lease there shall be a Taking of all or substantially all of the West Grandstand, the East Grandstand, the Grove, the Playing Field, and/or the Track (or access thereto) each of Landlord and Tenant shall have the option to terminate the Lease upon written notice to the other Party, and this Lease shall terminate and expire on the date of such Taking and the Rent and the Additional Rent hereunder shall be paid to the date of such Taking. For the purpose of this Article IX, "substantially all of the West Grandstand, the East Grandstand, the Grove, the Playing Field, and/or the Track (or access thereto)" shall be deemed to have been taken if the untaken part of the West Grandstand, the East Grandstand, the Grove, the Playing Field, and the Track (or access thereto), as applicable, shall be insufficient for the

restoration of the Stadium (or access thereto) so as to allow the economic and feasible operation of the Stadium as reasonably determined by the terminating Party. No such termination of this Lease under this Section 9.2 shall release Tenant from any obligation hereunder for the Rent and the Additional Rent accrued or payable for or during any period prior to the effective date of such termination, and any prepaid Rent, beyond the effective date of such termination shall be adjusted. If there is a Taking resulting in the termination of this Lease as above provided, the rights of Landlord and Tenant with respect to the Award payable in connection therewith shall be as follows:

- (a) First, to the payment of the reasonable out-of-pocket costs, fees and expenses incurred by Landlord in connection with the collection of the Award;
- (b) Second, to the payment of the reasonable out-of-pocket costs, fees and expenses incurred by Tenant in connection with the collection of the Award;
- (c) Third, Landlord shall receive an amount equal to the value of Landlord's interest in the Stadium, as burdened and benefited by this Lease (the "**Landlord's Award**"), and Tenant shall receive an award equal to the sum of (x) the unamortized cost of the leasehold improvements, amortized on a straight-line basis over the Initial Term and the first Extension Term (with the apportionment pro-rated for any number of months that have expired during the Lease) and (y) the fair market value of its leasehold interest in the Leased Premises taken as burdened and benefited by this Lease (such fair market value to take into account all exercised and unexercised Extension Terms, and to consider, without limitation, the revenue stream generated by Tenant's use of the Stadium as a professional soccer venue, including, naming rights and sponsorships, advertising revenue, and profit sharing with the NWSL) (the "**Tenant's Award**"), but if the remaining amount of the Award is insufficient to pay both such amounts in full, then the proceeds shall be paid to Landlord and Tenant in the same proportion as the amount of the Landlord's Award bears to the amount of the Tenant's Award; and
- (d) Fourth, any remaining proceeds of the Award (the "**Remaining Proceeds**") shall be paid to Landlord.

Landlord shall also receive any separate award made by the Taking authority for consequential damages to Landlord and diminution in value of the portion of the Land which is not taken and Tenant shall receive any separate award made by the Taking authority for Tenant's relocation. Nothing in this Article IX shall prevent Tenant from pursuing a separate award for Tenant's personal property provided that it does not reduce the amount of the Award otherwise payable to Landlord and Tenant hereunder.

The provisions of Sections 9.1 and 9.2 shall survive termination of this Lease under this Section 9.2.

9.3. Partial Taking.

If a portion of the Leased Premises is taken as a result of the Taking and the Lease is not terminated pursuant to Section 9.2, then this Lease shall terminate as to the portion of the Leased Premises so taken upon the date of the Taking (other than a temporary taking pursuant to Section 9.5 below), but this Lease shall continue in full force and effect as to the remainder of the Leased

Premises, and the amount of Rent shall be equitably adjusted based on the portion of the Leased Premises so taken. Promptly following any Taking that does not result in a termination of this Lease, (i) Tenant shall restore, at its sole cost and expense, the Leased Premises as nearly as possible to the condition as existed immediately prior to the Taking, and (ii) conditioned on and subject to appropriation of necessary funds by the City of Boston, Landlord shall restore the remainder of the Stadium as nearly as possible to the condition as existed immediately prior to the Taking, with the associated costs to be paid by the Parties in a manner consistent with the cost sharing methodology for the Landlord Work set forth in the Work Letter. If the City of Boston does not appropriate funds necessary for Landlord's portion of the restoration following a partial taking, then the partial taking shall be treated as a taking of all or substantially all of the West Grandstand, the East Grandstand, the Grove, the Playing Field, and/or the Track (or access thereto) and the parties shall have the termination rights related thereto as described in Section 9.2.

9.4. Temporary Taking.

If the whole or any part of the Leased Premises shall be the subject of a temporary Taking, this Lease shall remain in full force and Tenant shall continue to pay in full the Rent payable by Tenant hereunder without reduction or abatement, and Tenant shall be entitled to receive any Award so made for the period of the temporary Taking which is within the Term (and Landlord shall receive the remainder of the Award). If such temporary Taking shall extend beyond the expiration or earlier termination of this Lease, Tenant shall then pay to Landlord a sum equal to the cost of performing any obligations required of Tenant by this Lease with respect to the surrender of the Leased Premises.

9.5. Power of Eminent Domain.

Nothing in this Lease shall limit the eminent domain power of The City of Boston or any subdivision thereof.

ARTICLE X TERMINATION AND DEFAULT; REMEDIES

10.1 Events of Default.

An event of default ("**Event of Default**") by Tenant shall occur under the following circumstances:

(a) if Tenant fails to pay when due any installment of Base Rent, the Revenue Sharing Payments, or Additional Rent, or any other amounts due under this Lease and any such failure continues for twenty-one (21) days following delivery of written notice thereof from Landlord; provided, Tenant shall only be entitled to three (3) written notices of late payment in any calendar year, following which, any subsequent late payment during such calendar year shall automatically trigger an Event of Default; or,

(b) if Tenant fails to observe or perform any covenant, condition, agreement or obligation hereunder other than those matters specified in Section 10.1(a) and Section 10.1(c)–(k), and Tenant fails to cure, correct or remedy such failure within thirty (30) days

following delivery of written notice thereof from Landlord, unless such failure is curable but cannot be cured by the payment of money and cannot with diligence be cured within a period of thirty (30) days, in which case Tenant shall be entitled to such additional time as is reasonably necessary to cure the default (but not more than ninety (90) days in the aggregate following the original notice), provided Tenant commences the cure within thirty (30) days and diligently and continuously pursues the same to completion; or

(c) if any representation or warranty of Tenant set forth in this Lease, in any certificate delivered pursuant hereto, or in any notice, certificate, demand, submittal or request delivered to Landlord by Tenant in connection with this Lease shall prove to be knowingly incorrect in any material respect as of the time when the same shall have been made and results in any material adverse impact on Landlord, and the same shall not have been remedied to the reasonable satisfaction of Landlord after reasonable opportunity for Tenant to do so (not to exceed thirty (30) days); or

(d) if an assignment, mortgage, pledge, encumbrance or other transfer (whether voluntarily or by operation of law) of this Lease, the Leased Premises or any portion thereof, or any interest (direct or indirect) in Tenant, in violation of Article XI hereof, shall occur;

(e) (x) with respect to the Completion Guaranty and/or Performance Bond: (i) the termination of the Completion Guarantor's liability thereunder other than through discharge by the Substantial Completion of the Tenant Work by Tenant; (ii) the occurrence with respect to the Completion Guarantor of any of the events described in Section 10.1(f) or (g) prior to the Substantial Completion of the Tenant Work by Tenant; or (iii) the Completion Guarantor's failure or refusal to honor the Completion Guaranty or the Completion Guarantor's breach of its Completion Guaranty; or (iv) with respect to any Performance Bond, said Performance Bond is cancelled or terminated without replacement prior thereto; provided however that, if any of the foregoing events of this Section 10.1(e) shall occur, no Event of Default shall be deemed to have occurred if, within thirty (30) days following the occurrence of such event, either (A) if the default is with respect to the Completion Guaranty or the Completion Guarantor, a replacement guarantor (executing a new Completion Guaranty substantially in the same form as the original Completion Guaranty) is provided by the Tenant and reasonably approved by Landlord, or (B) if the default is with respect to the Performance Bond, a replacement Performance Bond is provided by the Tenant and reasonably approved by Landlord; or (y) with respect to the Lease Guaranty: (i) the termination of the Lease Guarantor's liability thereunder prior to the expiration or earlier termination of the Term; or (ii) the occurrence with respect to any Lease Guarantor of any of the events described in Section 10.1(f) or (g) prior to the expiration or early termination of the Term;

(f) if Tenant shall be adjudicated bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or State law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (hereinafter collectively called "**Bankruptcy Laws**"), or if Tenant shall (a) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee or liquidator (or other similar official) of Tenant or of any substantial portion of Tenant's property; (b) make a general assignment for the benefit of its creditors; (c) file a petition

commencing a voluntary case under or seeking to take advantage of any Bankruptcy Law; or (d) fail to controvert in a timely and appropriate manner, or in writing acquiesce to, any petition commencing an involuntary case against Tenant pursuant to any Bankruptcy Law; or

(g) if an order for relief against Tenant shall be entered in any involuntary case under the Federal Bankruptcy Code or any similar order against Tenant shall be entered pursuant to any other Bankruptcy Law, or if a petition commencing an involuntary case against Tenant or proposing the reorganization of Tenant under the Federal Bankruptcy Code shall be filed in any court of competent jurisdiction and not be discharged or denied within sixty (60) days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of Tenant, (b) the appointment of a receiver, custodian, trustee, United States Trustee or liquidator (or other similar official of Tenant or of any substantial portion of Tenant's property, or (c) any similar relief as to Tenant pursuant to any Bankruptcy Law, and any such proceeding or case shall not be dismissed within thirty (30) days, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect for sixty (60) days; or

(h) if Tenant shall fail to discharge or otherwise obtain the release of any lien placed upon the Leased Premises (or upon any other portion of the Property if caused by work or service supplied by or at the direction of Tenant or any Tenant Party) within thirty (30) days after any such lien is filed; or

(i) if a SUA Default occurs under the Stadium Usage Agreement, and Tenant shall fail to cure, correct and remedy such SUA Default within thirty (30) days following delivery of written notice thereof from Landlord (an "**SUA Default Notice**"), unless such failure is curable and cannot be cured by the payment of money or cannot with reasonable diligence be cured within a period of thirty (30) days, in which case Tenant shall be entitled to such additional time as is reasonably necessary to cure the default (but not more than ninety (90) days in the aggregate following the SUA Default Notice), provided Tenant commences the cure as soon as reasonably practicable (and in any event within thirty (30) days) and diligently and continuously pursues the same to completion; or

(j) if Tenant (i) abandons the Tenant Work at any time after its commencement, other than on account of its right to terminate the Lease under Section 18.3(b) hereof; or (ii) fails to Substantially Complete the Tenant Work by December 1, 2026, subject to a day-for-day extension on account of a Force Majeure Event, or because enjoined by the ENC Litigation or enjoined by other litigation, or because of a final, non-appealable adverse judgment on the merits in the ENC Litigation or other litigation that invalidates this Lease, prohibits construction of the Tenant Work, or prohibits Tenant from operating within the Stadium, or because of delays caused solely by the actions of Landlord or Landlord Party in violation of this Lease and/or the SUA; provided Tenant promptly informs Landlord of such Force Majeure Event or other cause for any aforesaid delay and takes all commercially reasonable action to mitigate such delay; or

(k) if Tenant materially fails to comply with one or more terms and conditions set forth in (i) the Cooperation Agreement; (ii) the Boston Landmarks Commission provisos to

its approval; (iii) the Boston Parks Commission provisos and/or conditions, if any, to its approvals; (iv) the TAPA; or (v) any other Granted Entitlements (any such failure, a **“Government Approvals Default”**) and such Government Approvals Default continues for the later of (x) forty-five (45) days following written notice, and (y) the expiration of such time, established by law, regulation, or written procedures of the municipal authority with jurisdiction in the City of Boston that issued and/or determined the Government Approvals Default, to exhaust administrative remedies to cure, amend, or reverse a determination or finding of a Government Approvals Default; provided that Tenant takes such action to exhaust its administrative remedies within the time permitted by law, regulation, or written procedures of the applicable municipal authority. For the avoidance of doubt, such time to resolve the Government Approvals Default in clause (y) of the preceding sentence shall not include the time it takes to pursue judicial review of any final determination by a municipal authority with jurisdiction in the City of Boston to issue or determine a Government Approvals Default. In the event that Tenant obtains injunctive relief from a court of competent jurisdiction preventing enforcement by the municipal authority that issued and/or determined the Government Approvals Default, then Tenant shall not be deemed to have committed a Governmental Approvals Default under this clause (k) for such time as the injunctive relief remains in effect.

10.2. Remedies for Default.

If there is an Event of Default on the part of Tenant, Landlord may terminate this Lease pursuant to Section 10.3 or as otherwise permitted by applicable law, and/or may exercise its other remedies set forth in this Article X; it being recognized that to evict Tenant, Landlord would comply with applicable legal requirements.

10.3. Termination of Lease for Tenant’s Default.

Upon and following an Event of Default, Landlord may terminate this Lease by written notice to Tenant setting forth Tenant’s Event of Default and Landlord’s exercise of its rights to terminate under this Section 10.3, whereupon, this Lease shall terminate on the termination date therein set forth irrespective of whether the Event of Default is subsequently cured. Tenant waives any right of redemption to the maximum extent permitted by law.

Upon such termination, Tenant’s interest in the Leased Premises shall automatically revert to Landlord, Tenant shall promptly quit and surrender the Leased Premises to Landlord, and Landlord may, without demand and further notice, re-enter and take possession of the Leased Premises, the Stadium Fixtures, or any part thereof and repossess the same as Landlord’s former estate by any manner permitted by law and without prejudice to any remedies which Landlord might otherwise have for arrears of Rent (but excluding any claims for future Rent), or for a prior breach of the provisions of this Lease, and in any such event neither Tenant nor any person claiming through or under Tenant by virtue of any law or an order of any court shall be entitled to possession or to remain in possession of the Leased Premises.

If this Lease is terminated as aforesaid or if Landlord shall re-enter the Leased Premises as aforesaid or in accordance with Section 10.5, or in the event of the termination of this Lease, or of re-entry, by or under any proceeding or action or any provision of law by reason of an

Event of Default by Tenant, Tenant covenants and agrees forthwith to pay and be liable for all amounts past due and payable under this Lease and/or the SUA .

10.4. Rights Upon Termination.

Upon any termination of this Lease pursuant to Section 10.3, Landlord may:

- (i) retain, at the time of such termination, any Rent, Additional Rent or other fees or payments already made hereunder, without any deduction, offset or recoupment whatsoever;
- (ii) enforce its rights under any indemnification provisions under this Lease and/or the SUA that survive the termination of this Lease and/or the SUA; and
- (iii) enforce its rights under any bond obtained by Tenant pursuant to the requirements of this Lease outstanding at the time of such termination.

In addition to the above remedies of Landlord, Tenant agrees to reimburse Landlord for any and all actual expenditures reasonably incurred and for any and all actual damages suffered by Landlord by reason of such termination, however caused; except that Tenant shall have no obligation for (x) consequential damages resulting from such termination and/or (y) future Rent for the period after termination.

10.5. Other Remedies: Management Control.

If there is an Event of Default on the part of Tenant, Landlord shall, in addition to any other remedies herein provided, have the right (but not the obligation) to take one or more of the following actions without terminating the Lease:

- (i) re-enter and take possession of the Leased Premises and the Improvements, or any part thereof and repossess the same by any manner permitted by law; or
- (ii) relet the Leased Premises or any part thereof for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease), on such conditions (which may include concessions or free rent and alterations of the Leased Premises) and for such uses as Landlord, in its good faith discretion, may determine, and may collect and receive the rents therefor, and Landlord shall in no way be responsible or liable for any failure to relet the Leased Premises or any part thereof, or for any failure to collect any rent due upon any such reletting.

In the event that Tenant is in breach or if there is an Event of Default under this Lease, whether or not Landlord exercises its right to terminate or any other remedy, Tenant shall reimburse Landlord for and indemnify Landlord for, from, and against any and all loss, cost, and

expense suffered or incurred by Landlord arising out of or related to such default or Event of Default, excluding any consequential damages and Rent for any period after termination of this Lease.

10.6. Substitute Performance by Landlord.

If default by Tenant shall occur in the keeping, observance or performance of any covenant, agreement, term, provision or condition herein contained, Landlord, without thereby waiving such default, may perform the same for the account and at the expense of Tenant at any time thereafter with such advance notice, if any, as may be practicable under the circumstances. All actual costs and expenses incurred by Landlord in connection with any such performance by it for the account of Tenant and also all costs and expenses, including attorneys' fees and disbursements incurred by Landlord in any action or proceeding (including any summary dispossess proceeding) brought by Landlord to enforce any obligation of Tenant under this Lease and/or right of Landlord in or to the Leased Premises, together with interest thereon, from the date such sums were paid or incurred, at the Base Interest Rate, plus four percent (4%), but not higher than the maximum amount permitted by law, shall be paid by Tenant to Landlord on demand as Additional Rent. Nothing herein shall be construed to create or impose a duty on Landlord to cure any default or mitigate any damages resulting from Tenant's default hereunder.

10.7. Legal Proceedings and Costs.

Actions, proceedings or suits for the recovery of damages, whether liquidated or other damages, under this Lease, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term of this Lease would have expired if it had not been terminated hereunder. If Tenant shall be in default in the observance or performance of any provision of this Lease, and an action shall be brought for the enforcement thereof in which it shall be determined that Tenant was in default, Tenant shall pay to Landlord all out of pocket fees, costs and other expenses which may become payable as a result thereof or in connection therewith, including reasonable attorneys' fees and expenses.

10.8. Remedies; Waivers.

No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy given hereunder, and every right and remedy given hereunder shall be cumulative and in addition to any other legal or equitable right or remedy given hereunder. No waiver by Landlord or Tenant of any provision of this Lease shall be deemed to have been made unless expressly so made in writing by the party expressly waiving such provision. No waiver in any one instance shall be construed as a waiver in any subsequent or other instance. Landlord and Tenant shall be entitled, to the extent permitted by law, to seek injunctive relief in case of the violation, or attempted or threatened violation, of any provision of this Lease, or to seek a decree compelling observance or performance of any provision of this Lease, or to seek any other legal or equitable remedy as contemplated herein.

10.9. Waiver as to Surety.

Tenant for itself and its successors and assigns, and all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Lease, hereby waives, to the fullest extent permitted by law and equity, all claims or defenses otherwise available on the grounds of its or their being or having become a person in the position of a surety, whether real, personal, or otherwise, or whether by agreement or operation of law. Such waiver shall include, but shall not be limited to, all claims and defenses based upon extensions of time, indulgence, or modification of terms of this Lease.

10.10. Landlord's Lien.

As additional security for the performance of Tenant's obligations, Tenant grants to Landlord a lien upon and a security interest in the Stadium Fixtures and Tenant's Property located in the Leased Premises or used in connection with the business to be conducted in the Leased Premises. Upon Tenant's written request, Landlord agrees to subordinate such lien on Tenant's Property (but not the Stadium Fixtures) to any lender providing financing to Tenant that is secured by Tenant's Property, all pursuant to a landlord lien subordination agreement in form and substance reasonably satisfactory to Landlord (Tenant agreeing to reimburse Landlord for all costs and expenses (including attorneys' fees) incurred by Landlord in connection with subordinating its lien). Within five (5) days after request, Tenant shall execute, acknowledge and deliver to Landlord a financing statement and any other document submitted to Tenant in form reasonably acceptable to Tenant evidencing or establishing such subordinate lien and security interest. For the avoidance of doubt, (i) Tenant shall not sell, transfer or remove any Stadium Fixtures from the Property except to repair such items or to exchange or replace such items with similar items of equal or greater value and utility, and (ii) Tenant shall have no right to grant a lien upon and/or a security interest in the Stadium Fixtures (other than the lien granted herein to Landlord).

10.11. Cross Defaults.

Landlord and Tenant acknowledge and agree that neither party would enter into this Lease but for Landlord and Tenant's agreement to enter simultaneously into the Stadium Usage Agreement, and Tenant's agreement to enter into the Cooperation Agreement and the TAPA as soon as practicable. Landlord and Tenant acknowledge and agree that a default by Tenant under the Stadium Usage Agreement shall only be deemed to be an Event of Default under this Lease when and if it rises to the level of a SUA Default under the Stadium Usage Agreement.

10.12. NWSL Notices and Intervention.

The NWSL shall be simultaneously provided with any default notices hereunder at the address set forth below, and shall have the right (but not the obligation) to intervene to cure any Tenant defaults directly for and on behalf of the Tenant within the cure periods provided for herein given to Tenant. Landlord agrees to accept timely performance by NWSL in lieu of the timely performance by Tenant.

Notices to NWSL shall be sent to: National Women's Soccer League LLC

292 Madison Avenue, 3rd Floor
New York, NY 10016
Attention: Jessica Berman; William Ordower

With a copy (which shall not
constitute notice) of any notice
to NWSL to:

ArentFox Schiff LLP
1301 Avenue of the Americas
42nd Floor
New York, NY 10019
Attention: Stephen Hanson

Prior to terminating this Lease for an Event of Default by Tenant, Landlord will provide written notice to the NWSL (provided the NWSL is then in existence) stating that an Event of Default by Tenant has occurred (the “**NWSL EoD Notice**”). If within thirty (30) days thereafter, the NWSL notifies Landlord in writing that the NWSL intends to pursue and complete a Team Transfer in accordance with Section 11.1(a)(i), and the NWSL diligently and continuously pursues a Team Transfer thereafter, then Landlord will not terminate this Lease for such Event of Default that was the subject of the NWSL EoD Notice until the earlier of (a) the date that the NWSL either completes a Team Transfer or is no longer pursuing a Team Transfer or (b) one hundred twenty (120) days following the NWSL EoD Notice, and Landlord will not terminate this Lease for the Event of Default that was the subject of the NWSL EoD Notice if prior to such date the NWSL or Approved Team Transferee under the Team Transfer has cured such Event of Default.

10.13. Performance under Protest.

If Tenant disagrees that a default asserted by Landlord has occurred, then Tenant may perform the cure of the asserted default “under protest”, which shall not be regarded as voluntary performance. If Tenant was not in fact in default, then Landlord shall reimburse Tenant for the costs and expenses incurred by Tenant in curing such wrongfully asserted default with interest at the Base Interest Rate.

ARTICLE XI TRANSFER AND ASSIGNMENT

11.1. Transfer and Assignment by Tenant.

(a) Landlord consent shall not be required for an assignment of this Lease or the transfer of any direct or indirect ownership interests in Tenant (any such assignment or transfer, a “**Transfer**”), provided that clauses (i)-(x) set forth below are complied with if (and only if) the Transfer would result in there being a change of control of Tenant or the transfer of fifty percent (50%) or more of the direct or indirect ownership interests in Tenant (whether through any one transaction or series of transactions) or the Transfer consists of or includes an assignment of this Lease (Transfers complying with clauses (i) – (x) below, being “**Permitted Transfers**”). If the Permitted Transfer involves an assignment of this Lease, the assignee of this Lease is referred to herein as a “**Permitted Transferee**”. The sale of the Team in a Permitted Transfer as a result of the exercise by the NWSL of its remedies under the Third Amended and Restated Operating Agreement of the NWSL (as it may be amended, the “**NWSL Agreement**”)

or other agreements with the Team is referred to herein as a “**Team Transfer**”, and the transferee under a Team Transfer shall be referred to herein as an “**Approved Team Transferee**”.

(i) Landlord shall be given at least thirty (30) days’ written notice prior to the closing of the Transfer, such written notice to include the name(s) of the transferee, the name of the ultimate parent entity or individual, as the case may be, of the transferee, and a description of the Transfer.

(ii) At least fifteen (15) days before the closing of the Transfer, the principal of the transferee shall attend an in-person meeting with representatives of the City of Boston, Landlord, and BPRD to discuss (a) the transferee’s commitment to continued cooperation with the City of Boston and to compliance with the obligations of Tenant provided in the Lease, the SUA, the Cooperation Agreement, and the TAPA (the “**Governing Agreements**”), and (b) the transferee’s financial wherewithal to meet its obligations pursuant to the Governing Agreements; Landlord agreeing to make such representatives of the City, Landlord, and BPRD available at an agreed upon time.

(iii) The transferee either (i) acquires the entities (each, an “**Affiliated Team Owner**”) holding the Boston franchise in the NWSL and the ownership interests in Tenant (collectively, the “**Team**”) or (ii) in an assignment and assumption agreement delivered to Landlord, is assigned and unconditionally assumes the Governing Agreements and all of the obligations thereunder.

(iv) The transferee meets all NWSL requirements for ownership, including background check, financial due diligence, and commitment to the league rules of the NWSL (“**NWSL Rules**”). If the transferee is not a well-recognized high net worth individual, then the City may request that the NWSL or Tenant use good faith efforts to have the transferee provide a comfort letter to the City from the transferee’s accountant or financial advisor stating that the transferee has a net worth in excess of \$50 million.

(v) Following the Transfer, the owner of the Team will meet the financial requirements of the United States Soccer Federation and the NWSL.

(vi) The transferee reaffirms to Landlord in writing its good faith commitment to comply with the obligations of Tenant set forth in the Governing Agreements.

(vii) The transferee does not have, or within the prior five (5) years from the date thereof has not had, any material litigation or material adversarial proceedings with the City of Boston or another governmental entity; provided Landlord hereby agrees to reasonably consider waivers of this requirement on a case-by-case basis.

(viii) Neither the Controlling Owner (defined below) nor any owner of 50% or more of the direct or indirect ownership interests of Tenant (excluding any institutional investors (i.e., private equity funds investing in a range of businesses)) may be a Key Person (defined below) of a business operating within the following industries: tobacco, firearms, or pornography or other sexually explicit industries. The term

“Controlling Owner” means the individual accountable for the operation of the Team and for compliance with all NWSL Rules and that has the ultimate authority and responsibility for making material Team decisions, including relating to its obligations under the Governing Agreements. The term **“Key Person”** means a majority shareholder (or other majority equity holder), a member of the board of directors or equivalent, a “C-suite” executive or equivalent, or an individual deriving a majority of their income from such business.

(ix) The transferee shall not be an individual or entity with whom the City of Boston is prohibited from contracting by applicable law.

(x) At least fifteen (15) days before the closing of the Transfer, the principal of the transferee shall submit to the City of Boston a completed Certificate of Authority (Form CM-06) and a completed Contractor Certification (Form CM-09).

(b) Tenant shall not, under any circumstances, mortgage, pledge, or hypothecate its leasehold interest, and any attempt to do so shall be void and of no effect. Furthermore, other than as may be expressly permitted pursuant to Section 11.1(a), Tenant shall not, directly or indirectly, voluntarily or by operation of law, (A) transfer, sell or assign, or permit the transfer, sale or assignment of, its interest in this Lease (each referred to hereinbelow for ease of reference as an “assignment”), or (B) sublease or license, or permit the sublease or license of, the Leased Premises or any part thereof (each referred to hereinbelow for ease of reference as a “sublease”), to any party, without the prior written consent of Landlord, which may be not be unreasonably withheld, conditioned or delayed subject to the terms of this Section 11.1(b), and any attempt to do any of the foregoing shall be void and of no effect. For the purposes of this Lease, any of the following transactions shall constitute an assignment of this Lease requiring Landlord’s consent (except as expressly permitted pursuant to Section 11.1(a)): (i) the entering into of any transaction or series of transactions transferring all or substantially all of the assets of Tenant, or all or substantially all of the interests in the profits and losses from the business operations of Tenant in the Leased Premises to a person or entity other than Tenant, or otherwise having substantially the same effect as an assignment of the Lease; (ii) the sale or transfer of any direct or indirect ownership interests in Tenant, and (iii) any direct or indirect change of control of Tenant or of the management or equity ownership of Tenant, including, without limitation, a change in the ownership or management of a direct or indirect controlling parent company of Tenant. If Tenant desires to assign or sublease where Landlord’s consent is required, then Tenant shall provide written notice of such desire to Landlord, together with the identity of the proposed assignee or sublessee, as applicable, and such information concerning the proposed assignee or sublessee, as applicable, and the ownership and financials thereof as Landlord may request. Within thirty (30) days after providing notice of Tenant’s intent to assign or sublease, representatives of the proposed assignee or sublessee (including, without limitation, the controlling principal of the assignee or sublessee) shall attend in-person meetings with representatives of each of the City of Boston, Landlord, BPDA, and BPRD to review and discuss the proposed assignee’s or sublessee’s, as applicable, commitment to ensure the continued robust usage of the Stadium by the students of the Boston Public Schools and other constituents of the City of Boston as required by the Governing Agreements. For a requested assignment or sublease, Landlord may consider only whether the assignee or sublessee, as applicable, (w) has the financial capability and experience (or has engaged a reputable third party operator with such

experience) to successfully operate the Stadium and the Team's operation therein and satisfy the obligations of the Tenant under the Governing Agreements, including all public uses and benefits contained therein; (x) has or, within the prior five (5) years from the date thereof, has had any litigation or other material disputes with the City of Boston or any other governmental entity that would cause a reasonable person to conclude that the assignee or sublessee, as applicable, would not be well suited to being a participant in the public-private arrangement contemplated by the Governing Agreements; (y) has been approved pursuant to the NWSL's standard club owner approval processes, which includes background checks that are customary in U.S. sports leagues; and (z) the controlling principal thereof has, following the aforementioned meetings with the City of Boston, Landlord, BPDA, and BPRD, reaffirmed in writing its good faith commitment to the continued robust usage of the Stadium by the students of the Boston Public Schools and other constituents of the City of Boston set forth in the Governing Agreements. Landlord shall have no obligation to approve an assignee or sublessee, as applicable, if such assignee or sublessee or its controlling or majority investors are publicly understood to be closely affiliated with any of the following industries: firearms, tobacco, or goods or services of a sexual nature. The consent by Landlord to any assignment or sublease shall not relieve Tenant or any assignees or subtenants from obtaining the consent of Landlord to any further assignment or sublease, nor shall it release the originally named Tenant or any assignee of Tenant from full and primary liability under this Lease. The acceptance by Landlord of Rent hereunder, or the acceptance of performance of any other term, covenants, or condition thereof, from any other person or entity, shall not be deemed to be a waiver by Landlord of any of the provisions of this Lease or a consent to any assignment or subletting. In no event shall this Lease be assigned unless the SUA is simultaneously assigned to the same assignee. If Landlord consents to an assignment or sublease, the form and substance of the assignment or sublease document shall also be subject to Landlord's written approval.

11.2. Additional Conditions.

As a condition to any subletting, Landlord may require that any subtenant agree, in writing at the time of such subletting, that if Landlord gives such party notice that Tenant is in default under this Lease, such party shall thereafter make all payments otherwise due Tenant directly to Landlord, which payments will be received by Landlord without any liability except to credit such payment against those due under this Lease, and, at Landlord's election, any such third party shall agree to attorn to Landlord or its successors and assigns should this Lease be terminated for any reason; provided, however, in no event shall Landlord or its successors or assigns be obligated to accept such attornment.

11.3. No Release of Tenant, Sharing of Excess Rents.

Notwithstanding any assignment or subletting, the assignor, the assigning or subletting Tenant, and any guarantor or surety of Tenant's obligations under this Lease shall at all times remain fully and primarily responsible and liable for the payment of Rent and for compliance with all of Tenant's other obligations under this Lease. If the Rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefor or incident thereto in any form) exceeds the sum of the rental payable under this Lease or prorated amount thereof on a square footage basis in the case of a partial sublease (excluding however, any Rent payable under this Section) and

actual and reasonable brokerage fees, legal costs and any design or construction fees directly related to and required pursuant to the terms of any such sublease) (“**Excess Rent**”), then Tenant shall be bound and obligated to pay Landlord as Additional Rent hereunder fifty percent (50%) of such Excess Rent within ten (10) days following receipt thereof by Tenant. If Tenant shall sublet the Premises or any part thereof, Tenant hereby immediately and irrevocably assigns to Landlord, as security for Tenant’s obligations under this Lease, all rent from any such subletting, and Landlord as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord’s application, may collect such rent and apply it toward Tenant’s obligations under this Lease; except that, until the occurrence of an Event of Default, Tenant shall have the right to collect such rent.

ARTICLE XII GUARANTEES

12.1. Guaranty of Lease; Completion Guaranty.

In order to induce Landlord to enter into this Lease and in consideration of Landlord’s entering into this Lease, Tenant shall deliver to Landlord simultaneously with its execution of this Lease:

(a) Guaranty of lease in the form attached hereto as Exhibit R (the “**Lease Guaranty**”) executed by Tenant’s affiliates, Boston Unity Soccer Partners LLC, a Delaware limited liability company, and BOS Nation Football Club LLC, a Delaware limited liability company (f/k/a Boston Unity Soccer Club LLC) (each, a “**Lease Guarantor**”, and, collectively, the “**Lease Guarantors**”), jointly and severally guaranteeing the payment and performance obligations of Tenant under this Lease; and

(b) A completion guaranty in the form attached hereto as Exhibit I (the “**Completion Guaranty**”) executed by Tenant’s affiliates, Boston Unity Soccer Partners LLC, a Delaware limited liability company, and BOS Nation Football Club LLC, a Delaware limited liability company (f/k/a Boston Unity Soccer Club LLC) (each, a “**Completion Guarantor**”, and, collectively, the “**Completion Guarantors**”).

(c) In addition to the foregoing, the Tenant shall provide:

(x) simultaneously with the execution of this Lease, a letter agreement as to certain matters from the controlling manager of Boston Unity Soccer Partners LLC; and

(y) prior to the commencement of demolition, an escrow agreement in the form attached hereto as Exhibit S (the “**Escrow Agreement**”).

Tenant hereby acknowledges and agrees that it will be an Event of Default by Tenant under this Lease if Tenant commences demolition prior to signing the Escrow Agreement and depositing the Escrow Funds (as defined in the Escrow Agreement) with Escrow Agent (as defined in the Escrow Agreement).

ARTICLE XIII
NON-DISCRIMINATION, EQUAL OPPORTUNITY, EMPLOYMENT OF BOSTON
RESIDENTS, AND DIVERSITY AND INCLUSION COVENANTS

13.1. Compliance with Equal Opportunity Laws and Regulations.

With respect to its exercise of all rights and privileges granted herein and its operations at the Leased Premises, Tenant agrees that Tenant and any Tenant Party shall:

(a) Not discriminate against any person, employee, or applicant for employment because of that person's membership in any legally protected class, including, but not limited to their race, color, gender, religion, creed, national origin, ancestry, age, sex, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, disability, genetic information, or source of income in the use of the Leased Premises, including the hiring and discharging of employees, the provision or use of services, the selection of suppliers and contractors, and in providing or refusing to provide any services or use of any facility, and not discriminate against any person, employee, or applicant for employment who is a member of, or applies to perform service in, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard, on the basis of that membership, application or obligation.

(b) Conspicuously post notices to employees and prospective employees setting forth the Fair Employee Practices Law of the Commonwealth of Massachusetts.

(c) Comply with all applicable federal, state and local laws, rules, regulations and orders and Landlord rules and orders (provided that, with respect to Landlord rules and orders, copies of such rules and orders have been provided to Tenant) pertaining to Civil Rights and Equal Opportunity, including but not limited to Executive Orders 11246 and 11478 as amended, unless otherwise exempt therefrom.

13.2. Employment of Boston Residents; Diversity and Inclusion Plan.

Tenant understands that the Leased Premises are being leased to Tenant based on the BUSP Proposal and the assurance contained therein to promote diversity and inclusion in the design, development, and construction of the Tenant Work or other Improvements and the operation of the Leased Premises. To that end, Tenant agrees to perform in accordance with the provisions contained in the "Employment of Boston Labor; Diversity and Inclusion Plan" set forth in Exhibit Q hereto and further agrees to be bound by such provisions as though set forth in this Section 13.2.

13.3. Applicability to Tenant Parties.

Tenant will include the provisions of Section 13.1 and Exhibit Q in every permitted sublease, license, occupancy agreement, contract, and purchase order, and will require the inclusion of such provisions in every subcontract entered into by any Tenant Party, so that such provisions will be binding upon each such Tenant Party, as the case may be.

13.4. Information and Reports.

Tenant will provide all information and reports pertinent to equal employment, anti-discrimination and affirmative action requirements reasonably requested by Landlord and will permit access to its facilities and any of its books, records, or other sources of information which may be reasonably determined by Landlord to affect Tenant's obligation hereunder.

ARTICLE XIV REPRESENTATIONS AND WARRANTIES; AFFIRMATIVE COVENANTS

14.1. Representations and Warranties.

Tenant hereby represents and warrants to Landlord:

- (i) The execution hereof and the performance of the obligations herein described, and of any acts that may be reasonably necessary or appropriate to accomplish the purposes set forth herein, have been duly authorized by Tenant.
- (ii) Tenant has full power and authority to enter into this Lease and the Stadium Usage Agreement, and this Lease and the Stadium Usage Agreement are the duly executed, legal, valid and binding obligations of Tenant, enforceable in accordance with their terms as the same may be limited by bankruptcy, insolvency or similar laws affecting the rights of creditors generally.
- (iii) This Lease and the Stadium Usage Agreement are not in conflict with any joint venture agreement, charter, statutory authority, or any indenture agreement or other instrument to which Tenant is a party or by which Tenant is bound.
- (iv) Except for the ENC Litigation, there is no litigation or administrative proceeding pending, threatened in writing, or anticipated that would in any way affect the ability of Tenant to carry out its obligations under this Lease or the Stadium Usage Agreement or which would otherwise affect the Property (including the Leased Premises).
- (v) Neither Tenant nor any of the Tenant Parties are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.
- (vi) Tenant is a valid member of the NWSL in good standing therein, and neither Tenant nor any Affiliate is in default under any agreement with the NWSL or, to Tenant's knowledge, any bylaws or other rules or regulations imposed on NWSL members.

14.2. Affirmative Covenants of Tenant.

Tenant hereby covenants and agrees that, during the Term of this Lease, it will undertake the actions set forth in Sections 14.3 through 14.14, below.

14.3. Maintenance of Business and Existence.

Tenant shall do all things necessary to preserve, renew, and keep in full force and effect its corporate existence and rights and franchises necessary to continue its business (including retaining its status as a team playing in the NWSL) and preserve and keep in force and effect all licenses and permits necessary for the proper conduct of its business within the Leased Premises, unless prior written approval of Landlord is obtained. The foregoing shall not preclude the NWSL from exercising its rights to become an Approved Team Transferee as contemplated in Section 11.1(a)(i) hereof.

14.4. Conduct of Business.

Tenant will conduct and maintain the business of the operation of the Leased Premises in compliance with all applicable Legal Requirements and in accordance with this Lease.

14.5. Notification of Defaults.

Tenant will promptly notify Landlord in writing if it receives written notice from any third party of any default or breach of conditions related to the payment or performance of any material obligation of Tenant under an agreement with such third party, whether or not the applicable third party elects to declare the obligations of Tenant under such applicable agreement due and payable or to exercise any other right or remedy available to such third party, if such third party's rights and remedies may involve or result in the assertion of any right or remedy that may impair Tenant's ability to timely and fully perform all of its obligations under this Lease and the Stadium Usage Agreement.

14.6. Notification of Disputes.

Tenant will promptly notify Landlord in writing of any materially adverse claims, actions or proceedings affecting the Leased Premises or its performance of this Lease.

14.7. Notification of Attachments.

Tenant will promptly notify Landlord in writing of any levy, attachment, execution or other process against Tenant's assets.

14.8. Access to Leased Premises.

Access is provided as set forth in the Stadium Usage Agreement.

Tenant will afford access by Landlord or its agents, during normal business hours of Tenant, to the Leased Premises to inspect the same and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose.

14.9. Agency Reports.

Tenant will provide Landlord with copies of any reports that it furnishes to or receives from any Governmental Authorities relative to the Leased Premises.

14.10. Further Assurances.

Upon request, Tenant will execute and deliver, or cause to be executed and delivered, such further instruments and do or cause to be done such further acts, as may reasonably be necessary or proper to carry out the intent and purpose of this Lease.

14.11. Current Information.

Tenant will promptly furnish Landlord from time to time current information that changes in any material manner information previously submitted to Landlord by Tenant.

14.12. Reimbursement Rights.

Tenant will reimburse Landlord for all reasonable legal expenses incurred by Landlord in connection with all requests by Tenant for consent, approval or review of any documents requested if Landlord's consent or approval is required under the terms of this Lease.

14.13. Liens.

Tenant shall discharge, by bond or otherwise, any mechanic's lien filed against the Leased Premises or against the Property for work claimed to have been done for, or materials claimed to have been furnished to, Tenant or any Tenant Party within ten (10) days after the filing thereof, at Tenant's sole cost, and shall otherwise keep the Leased Premises and the Property free from any liens. Should Tenant fail to discharge any lien described herein, Landlord shall have the right, but not the obligation, to pay such claim or post a bond or otherwise provide security to eliminate the lien as a claim against title to the Property and the cost thereof shall be immediately due from Tenant as Additional Rent. If Tenant shall lease or finance the acquisition of equipment, furnishings, or other personal property of a removable nature utilized by Tenant in connection with the Permitted Uses, Tenant warrants that any Uniform Commercial Code Financing Statement filed as a matter of public record by any lessor or creditor of Tenant will upon its face or by exhibit thereto indicate that such Financing Statement is applicable only to removable personal property of Tenant located within the Leased Premises (and not any Stadium Fixtures). In no event shall the address of the Property or reference to the Stadium be furnished on the statement without qualifying language as to applicability of the lien only to removable personal property located within the Leased Premises (and not any Stadium Fixtures).

14.14. Conflict of Interest.

Tenant acknowledges the existence of Massachusetts General Laws chapter 268A, and Tenant hereby agrees that it shall not act in collusion with any City of Boston officer, agent, or employee, nor shall the Tenant make gifts regarding this Lease or any other matter in which the City of Boston has a direct and substantial interest.

14.15. Human Trafficking and Forced Labor.

Tenant shall fully comply with all federal, state, and local laws and regulations regarding human trafficking and forced labor.

14.16. General Tenant Covenant.

Tenant will perform and observe, or cause to be performed and observed, all the terms, covenants, conditions and agreements provided in this Lease and in any amendments hereto.

14.17. Landlord's Representations.

Landlord hereby represents and warrants to Tenant as of the Effective Date:

(a) Except for the ENC Litigation, Landlord has no knowledge of any litigation filed against the City of Boston or the George Robert White Trust which, if adversely determined, would have a material adverse effect on this Lease;

(b) Landlord has no knowledge of any liens against the Property that are not of public record;

(c) Landlord has not granted any unrecorded leasehold rights, options to purchase, rights of first offer/refusal, easement rights or other rights as would preclude or impair Tenant's use and occupation of the Leased Premises and Stadium as contemplated in this Lease and the Stadium Usage Agreement; and

(d) Landlord is authorized to enter into this Lease and the Stadium Usage Agreement, and has obtained any needed approvals related thereto.

ARTICLE XV
MISCELLANEOUS PROVISIONS

15.1. No Merger of Title.

There shall be no merger of the leasehold estate created by this Lease with the fee estate in the Leased Premises by reason of the fact that the same person or entity may own or hold (a) the leasehold estate created by this Lease or any interest in such leasehold estate, and (b) the fee estate in the Leased Premises or any interest in such fee estate; and no such merger shall occur unless and until all Persons having any interest in (i) the leasehold estate created by this Lease, or (ii) the fee estate in the Leased Premises, shall join in a written instrument affirming their intent to effect such merger and shall duly record the same.

15.2. No Waiver.

The failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Lease, or to exercise any option or election herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, option or election unless this Lease specifies otherwise. A receipt by Landlord of Rent with knowledge of the breach of any covenant herein shall not be deemed a waiver of such breach.

15.3. No Broker.

Landlord and Tenant each represents and warrants to the other that it has not dealt with any broker, agent, or other person entitled to a commission, compensation, or fee in connection with this transaction. Landlord and Tenant each hereby agree to indemnify and hold the other harmless from and against any claims by any broker, agent, or other person or entity claiming a commission or other form of compensation or fee by virtue of having dealt with Tenant or Landlord, as applicable, with regard to this transaction.

15.4. Arbitration.

Except in connection with either Party's pursuit of injunctive relief against the other Party or Landlord's pursuit of eviction of Tenant (and Tenant's defense thereof), each of Landlord and Tenant hereby acknowledge and agree that, whenever permitted by applicable law, rather than pursuing litigation against the other Party, the Party seeking relief will resort to binding arbitration before a panel of three (3) arbitrators (unless a lesser number is agreed to at the time by the Parties) sitting in Boston, Massachusetts, any such arbitration to be conducted in accordance with the commercial arbitration rules and procedures of the American Arbitration Association.

15.5. Recordation.

This Lease shall not be filed by or on behalf of Tenant in any public record. Tenant may prepare, and upon request by Tenant, Landlord will execute, a notice of lease in a form following the requisites of M.G.L. c. 183 and reasonably acceptable to Landlord, which Tenant may then cause to have recorded in the applicable public record at Tenant's expense. If a notice of lease shall be filed, promptly following the expiration or earlier termination of this Lease, Landlord and Tenant shall execute a notice of termination of lease in a mutually acceptable form (the "**Notice of Termination**"), acknowledging the termination of this Lease. In the event that Tenant fails to execute such Notice of Termination within 10 days after Landlord delivers same to Tenant, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact coupled with an interest (which appointment shall survive the expiration or early termination of the Term) with full power of substitution to execute, acknowledge, and deliver the Notice of Termination in Tenant's name.

15.6. Time of Essence.

Time is of the essence of this Lease, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually attempt to fulfill the conditions applicable to each of them, it being understood that the date by which either party is required to perform any obligation under this Lease shall be determined by taking into account the provisions of Article XVIII relating to Force Majeure, if applicable.

15.7 Interpretation.

The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits

or amendments hereto. Each term and provision of this Lease to be performed and observed by Tenant shall be construed to be both a covenant and a condition. Tenant's covenants contained in this Lease are independent and not dependent, and Tenant hereby waives the benefit of any statute or judicial law to the contrary. Tenant's obligation to pay Rent shall not be discharged or otherwise affected by any law or regulation now or hereafter applicable to the Premises, or any other restriction on Tenant's use, or (except as expressly provided in this Lease) any casualty or taking, or any failure by Landlord to perform any covenant contained herein, or any other occurrence; and no termination or abatement remedy that is not expressly provided for in this Lease for any breach or failure by Landlord to perform any obligation under this Lease shall be implied or applicable as a matter of law.

15.7. Not Binding Until Executed.

The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Leased Premises, and shall not confer any right or impose any obligations upon either Party. This Lease shall be binding on the Parties only if and when it has been executed by both Parties.

15.8. Survival of Obligations.

All of the obligations, representations, warranties and covenants made in this Lease shall be deemed to have been relied upon by the party to which they were made and to be material and shall survive the expiration or any earlier termination of the Term of this Lease to the extent that they are by their terms, or by a reasonable interpretation of the context, to be performed or observed or relied upon after the expiration or any earlier termination of the Term of this Lease.

15.9. Invalidity of Provisions.

If any one or more of the phrases, sentences, clauses or paragraphs contained in this Lease shall be declared invalid by the final and nonappealable order, decree or judgment of any court, such provision shall be reformed to the minimum extent possible to cause such provision to be valid and give effect to the original meaning as much as possible.

15.10. Binding Effect.

Except as otherwise provided in this Lease, all of the covenants, conditions and obligations contained in this Lease shall be binding upon and inure to the benefit of the respective authorized successors and assigns of Landlord and Tenant to the same extent as if each such successor and assign were in each case named as a party to this Lease.

15.11. Pronouns.

Whenever the context may require, any pronouns used in this Lease shall include the corresponding masculine, feminine, nonbinary, or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

15.12. Rights of Others.

Except as expressly set forth herein, nothing in this Lease is intended to confer upon any Person other than the parties hereto and their authorized successors and assigns, rights or remedies under or by reason of this Lease; provided (i) the City of Boston is an intended third-party beneficiary of all provisions of this Lease, and (ii) the NWSL is an intended third-party beneficiary of the provisions of Section 10.12 and Section 11.1(a)(i).

15.13. Amendments.

This Lease may not be amended, changed, modified or discharged except by an instrument in writing signed by Landlord and Tenant.

15.14. Captions and Heading.

The captions and headings throughout this Lease are for convenience and reference only, and they shall in no way be held or deemed to define, modify or add to the meaning, scope or intent of any provisions of this Lease.

15.15. Governing Law.

This Lease shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts, excluding any principles of conflicts of laws. Each of Landlord and Tenant acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Lease shall be dealt with by application of the laws of the Commonwealth of Massachusetts and, unless required to be arbitrated in accordance with Section 15.4 hereof, shall be adjudicated in the state courts of the Commonwealth of Massachusetts sitting in Suffolk County or the United States District Court for the District of Massachusetts sitting in Boston, Massachusetts; and hereby expressly and irrevocably submits to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Lease. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners permitted by law, shall be necessary in order to confer jurisdiction upon either party in any such court.

15.16. Estoppel Certificates.

Landlord and Tenant, as the case may be, will execute, acknowledge and deliver to each other, within twenty (20) days after a written request therefor, a certificate certifying:

- (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the modifications);
- (ii) the dates, if any, to which the various components of Rent have been paid;

- (iii) whether or not, to the knowledge of Landlord or Tenant, as the case may be, there are then existing any defaults under this Lease (and if so, specifying the same); and
- (iv) such other factual matters relating to this Lease as may be reasonably required.

15.17. Disclosure of Beneficial Interests.

Tenant acknowledges its obligation, in compliance with the provisions of M.G.L. Chapter 7C, Section 38, relative to the filing of disclosure statements, signed under the penalties of perjury, of persons who have or will have a direct or beneficial interest in the real property described herein, upon execution of this Lease and upon any subsequent direct or indirect assignment thereof or of any beneficial interest in Tenant, to file with the Commissioner of Capital Asset Management a signed statement as required, by the then applicable provisions of M.G.L. Chapter 7C, Section 38, or any applicable successor statute, and shall simultaneously furnish to Landlord a copy of such statement as filed. A copy of a current form for the same is attached hereto as Exhibit J. The provisions of M.G.L. Chapter 7C, Section 38, as currently in effect, shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten percent (10%) of the outstanding stock entitled to vote at the annual meeting of such corporation. Tenant represents and warrants that the information contained in the disclosure statement will be true, correct and complete when made. Without derogating from the restrictions on assignment and subletting hereunder, an updated disclosure statement shall be submitted by Tenant to Landlord within thirty (30) days after any transfer of a direct or indirect interest in the Leased Premises, the Improvements or Tenant. Nothing herein shall be construed to limit Tenant's obligation to also comply with any modifications to M.G.L. Chapter 7C, Section 38, or any replacement or additional statutes (which Tenant hereby agrees to do), this paragraph merely being an acknowledgement by Tenant of its obligations under such current statute.

Tenant acknowledges and agrees that Tenant may not occupy the Leased Premises or receive the benefits of this Lease unless and until Tenant has complied with this Section 15.17 and the provisions of M.G.L. Chapter 7C, Section 38.

15.18. Holding Over.

If Tenant holds over at the Leased Premises after the expiration or earlier termination hereof, Tenant shall be a tenant-at-sufferance subject to all of the terms and provisions of this Lease except that all components of Rent (including, without limitation, Base Rent) shall be 200% of the Rent in effect immediately prior to the expiration or termination hereof. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over (including, without limitation, consequential damages; provided Tenant shall only be liable for consequential damages if such holding over exceeds ninety (90) days). Such holding over, even if with the consent of Landlord, shall not constitute an extension or renewal of this Lease and shall not be construed as consent for Tenant to retain possession of the Leased Premises.

Acceptance by Landlord of Rent after the expiration of the Term or earlier termination of this Lease shall not result in a renewal or reinstatement of this Lease.

15.19. Signage Plan; Exterior Appearance.

(a) Landlord hereby approves of Tenant's signage locations and dimensions shown on Exhibit N attached hereto (which is the result of a comprehensive design review process with the BPDA reflecting the intent of Tenant and the BPDA) (the "**Pending Signage Plan**"), subject to approval by the Boston Landmarks Commission, BPRD, the BPDA, and, if applicable, the Boston Licensing Board. For the avoidance of doubt, any changes required by such agencies will be subject to Landlord approval. Once the location and dimensions of Tenant's signage have been approved by Landlord, the Boston Landmarks Commission, BPRD, the BPDA, and, if applicable, the Boston Licensing Board, Landlord and Tenant will amend this Lease (the "**Signage Amendment**") to replace Exhibit N with such approved final signage plan (the "**Signage Plan**").

(b) If, despite Tenant's diligent, good faith efforts to obtain approval of the Pending Signage Plan, the Boston Landmarks Commission, BPRD, the BPDA, and/or, if applicable, the Boston Licensing Board require substantial changes to the Pending Signage Plan prior to approval thereof that substantially adversely affects the prospective economic value to Tenant of the portion of such signage plan that relates to on-field signage or the naming rights to the West Grandstand and such agencies will not agree to an alternative that materially preserves the prospective economic value of such portion of the Pending Signage Plan, then the Tenant will so notify Landlord, and if within ninety (90) days thereafter the Parties and agencies still have not approved a signage plan that materially preserves the prospective economic value of such portion of the Pending Signage Plan, then Tenant may terminate both this Lease and the Stadium Usage Agreement (but not only one of them) by written notice to Landlord given within sixty (60) days following the expiration of such 90-day period. Upon delivery of such termination notice, the Parties' rights, responsibilities and obligations under this Lease and the Stadium Usage Agreement shall terminate and be null and void and without recourse to either Party as of the date of such termination notice, except (x) for those obligations or provisions that survive the expiration or earlier termination of the Term, (y) if Tenant has commenced the Tenant Work (which term shall include any demolition) as of the date of such termination notice, Tenant shall be obligated to complete only so much of the Tenant Work as is necessary to leave the Leased Premises in a safe, sightly, and useable condition for Landlord's intended purposes, and (z) Landlord shall in good faith explore opportunities that enable Tenant to realize its capital investment in the Property to the maximum extent permitted by law. This Section 15.19(b) shall be null and void upon execution of, and shall be removed by, the Signage Amendment.

(c) Tenant shall not, without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion, or except as expressly addressed and permitted under the Stadium Usage Agreement (i) attach any signs, awnings, exterior lights, decorations, balloons, flags, pennants, banners, painting or other projection to any outside wall of the Stadium or Property, (ii) use any curtains, blinds, shades or screens within the Leased Premises, (iii) coat or otherwise sunscreen the interior or exterior of any windows within the Leased Premises, or (iv) paint, affix or exhibit on any part of the Stadium any signs, notices, window or door lettering, graphics, placards, decorations, or advertising media of any type.

Tenant's rights (and Landlord's approval rights) with respect to signage and advertising wholly within the Stadium and not otherwise prohibited by this Section 15.19 shall be governed by the Stadium Usage Agreement.

15.20. Limitation on Landlord's and Tenant's Liability.

(a) Notwithstanding anything set forth herein or in any other agreement between Landlord and Tenant to the contrary: (a) Landlord shall not be liable to Tenant or any other person for (and Tenant and each such other person assume all risk of) loss, damage or injury, whether actual or consequential to: Tenant's personal property of every kind and description, including, without limitation, trade fixtures, equipment, inventory, accounting and other records of every kind and description kept at the premises and any and all income derived or derivable therefrom, and (b) in no event shall any personal liability be asserted against nor shall any recourse be had to any property or assets of any of Landlord's officers, directors, employees, managers, affiliates, agents or contractors. Under no circumstances shall Landlord or any of Landlord's officers, directors, employees, managers, affiliates, agents or contractors be liable for injury to Tenant's business or for any loss of income or profit therefrom, or any indirect, incidental, special, consequential, or exemplary damages.

(b) Except to the extent set forth in the Lease Guaranty and/or the Completion Guaranty, Tenant's officers, directors, employees, managers, members, agents, attorneys, accountants or consultants shall not be personally liable for Tenant's representations, obligations or responsibilities under this Lease or the Stadium Usage Agreement.

15.21. Order of Precedence.

In the event of any conflict or inconsistency between the provisions of this Lease or the Stadium Usage Agreement, on the one hand, and the RFP and/or the BUSP Proposal, on the other, the provisions of this Lease and the Stadium Usage Agreement shall control. For the avoidance of doubt, no provisions of the BUSP Proposal shall have any independent force or effect or be binding upon the Parties, and to the extent the provisions of the BUSP Proposal have been approved and agreed upon, they have been fully set forth in the body of this Lease or the Stadium Usage Agreement.

15.22. No Waiver of Landlord's Defenses.

In the defense of any claim, demand, expense or liability on behalf of Landlord which is to be defended by Tenant as provided in this Lease (even if such claim, demand, expense or liability is groundless, false or fraudulent), Tenant agrees on its own behalf and on behalf of its successors and assigns, not to, and shall cause its insurers to agree not to, without obtaining express prior written permission from Landlord, waive any defense, including without limitation any defense involving in any way the jurisdiction of the tribunal over the person of Landlord, the immunity of Landlord, its members, officers, agents or employees, the governmental nature of Landlord or the provisions of any statutes respecting suits against Landlord.

15.23. Financial Capability Assessment.

In addition to, and without derogating from, Landlord's audit rights set forth in Section 4.2, upon written request from Landlord not more frequently than once per calendar year (or more frequently if requested by Landlord when Tenant is then in default), Landlord may cause a special audit to be made of Tenant's financial statements and accompanying backup information in order to assess whether Tenant has the continued financial capability to meet all of Tenant's payment obligations under this Lease and the SUA for the then-following twelve (12) month period (the "**Financial Capability Assessment**"). The Financial Capability Assessment shall be conducted in person at Tenant's principal place of business in Boston by the Third-Party Auditor reviewing Tenant's most recent unaudited (or, if available, audited) financial statements and reasonable backup information as the Third-Party Auditor reasonably requests, and Tenant will make such materials available to the Third-Party Auditor to review (but not copy) at such office of Tenant. The findings of the Financial Capability Assessment shall be reported by the Third-Party Auditor to Landlord and Tenant in a letter (a "**Financial Capability Letter**") stating in summary form whether Tenant has the continued financial capability to meet all of Tenant's payment obligations under this Lease and the SUA for the then-following twelve (12) month period. The cost of the Financial Capability Assessment shall be paid by Landlord. All materials reviewed by the Third-Party Auditor shall be strictly confidential and proprietary to the Tenant and shall be retained by Tenant and not disclosed by the Third-Party Auditor, except as part of the Financial Capability Letter or as otherwise required by Legal Requirements or court order.

15.24. No Accord and Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than the installments of Rent and Additional Rent as set forth herein will be other than on account of the earliest stipulated Rent and Additional Rent, nor will any endorsement or statement on any check or letter accompanying a check for payment of any Rent or Additional Rent be an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease.

15.25. OFAC.

Tenant and all beneficial owners of Tenant are currently (a) in compliance with and shall at all times during the Term of this Lease remain in compliance with the regulations of the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the "**OFAC Rules**"), (b) not listed on, and shall not during the Term of this Lease be listed on, the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, which are all maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and (c) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

15.26. Entire Agreement.

This Lease, including the exhibits attached hereto, and the Stadium Usage Agreement, collectively, constitute the entire agreement between Landlord and Tenant pertaining to the subject matter hereof and thereof, respectively, and this Lease and the Stadium Usage Agreement supersede all prior and contemporaneous agreements, understandings, letters of intent, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements, express or implied, made to either Party by the other Party in connection with the subject matter hereof and thereof, respectively, except as specifically set forth herein and in the Stadium Usage Agreement, respectively.

15.27. Counterparts.

This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature process complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic signatures shall be deemed original signatures for purposes of this Lease and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

15.28. Parking and Access.

Tenant acknowledges that no parking facilities are leased or otherwise provided pursuant to this Lease, and arrangements for parking in connection with Team Events (as defined in the Stadium Usage Agreement) shall be addressed in the Stadium Usage Agreement and/or the TAPA.

15.29. City of Boston Standard Contract Forms.

Tenant agrees to submit the following documents in connection with execution of the Lease:

- (i) Certificate of Authority (Form CM-06), attached hereto as Exhibit L;
- (ii) Contractor Certification (Form CM-09), attached hereto as Exhibit M;
- (iii) C.O.R.I. Forms, including City Ordinance, attached hereto as Exhibit O; and
- (iv) Wage Theft Prevention Form (Form CM-16), attached hereto as Exhibit P.

15.30. Liquor License.

If, despite Tenant's diligent, good faith efforts to obtain a liquor license from the Boston Licensing Board and/or the Alcoholic Beverages Control Commission that would allow for alcoholic beverages to be served (subject to customary restrictions) at the West Grandstand, the East Grandstand, the South Crescent Building (including the adjoining outdoor patio area), and, when fenced or roped in accordance with the provisions of this Lease and the SUA, the Grove Lawn Area, both of the Boston Licensing Board and the Alcoholic Beverages Control Commission issue a final, non-appealable decision in which the applicable entity refuses to grant such a liquor license, then the Tenant will so notify Landlord, and if by the earlier of twelve (12) months after the date of such notice and the date of the First Season Start, despite the Parties' subsequent collective good faith efforts, neither of such applicable entities have issued such a liquor license, then Tenant may terminate both this Lease and the Stadium Usage Agreement (but not only one of them) by written notice to Landlord given within sixty (60) days following the expiration of such period. Upon delivery of such termination notice, the Parties' rights, responsibilities and obligations under this Lease and the Stadium Usage Agreement shall terminate and be null and void and without recourse to either Party as of the date of such termination notice, except (x) for those obligations or provisions that survive the expiration or earlier termination of the Term, (y) if Tenant has commenced the Tenant Work (which term shall include any demolition) as of date of such termination notice, Tenant shall be obligated to complete only so much of the Tenant Work as is necessary to leave the Leased Premises in a safe, sightly, and useable condition for Landlord's intended purposes, and (z) Landlord shall in good faith explore opportunities that enable Tenant to realize its capital investment in the Property to the maximum extent permitted by law. For purposes of this Section 15.30, "diligent, good faith efforts" shall be deemed to include, without limitation, (i) proper and timely submittal of all required application materials, (ii) timely payment of all required application and license fees, (iii) delivery of commercially reasonable evidence of Tenant's financial ability to pay all required costs to obtain a liquor license, and (iv) zealous advocacy before the Boston Licensing Board and/or the Alcoholic Beverages Control Commission). This Section 15.30 shall be null and void upon issuance of a liquor license from either the Boston Licensing Board or the Alcoholic Beverages Control Commission, and Tenant shall have no right to terminate this Lease and/or the SUA for its failure to retain an issued liquor license.

ARTICLE XVI NOTICES AND PAYMENTS

16.1. Notices, Demands and Other Installments.

Unless otherwise expressly permitted by the terms of this Lease, all notices, demands, submissions, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed duly given upon delivery or refusal to accept delivery by the addressee thereof if delivered in person, or upon actual receipt or refusal to accept receipt if delivered by reputable overnight guaranty courier (e.g., FedEx or UPS), addressed and sent to the parties at the below addresses:

- | | | |
|-----|-----------------|---|
| (1) | if to Landlord: | Boston Public Schools
2300 Washington Street |
|-----|-----------------|---|

Roxbury, MA 02119
Attention: Superintendent of Operations & Safety

with a copy to: City of Boston Mayor's Office
One City Hall Square
Boston, MA 02201
Attention: Chief of Operations

Boston Public Schools Athletics
White Stadium
P.O. Box 302205
Boston, MA 02130
Attention: Senior Director of Athletics

Boston Parks & Recreation Department
1010 Massachusetts Avenue, 3rd Floor
Boston, MA 02118
Attention: Commissioner

Law Department
One City Hall Square, Room 615
Boston, MA 02201
Attention: Corporation Counsel

(2) if to Tenant: Boston Unity Stadco LLC
575 Boylston Street, 3W
Boston, Massachusetts 02116
Attention: Jennifer Epstein and Kim Miner

with a copy to: Verrill Dana LLP
One Federal Street
Boston, MA 02110
Attention: Chris Tsouros, Esq.

or to such other address as may from time to time be specified in writing by any Party hereto. Inability to deliver due to a change in address for which no notice as provided herein was given shall be deemed delivery and receipt. Unless otherwise specified in writing, each party shall direct all sums payable to another party to said party's address for notice purposes.

ARTICLE XVII ABANDONMENT

17.1. Abandonment.

If Tenant shall abandon the Leased Premises (meaning Tenant has not played any NWSL games at the Stadium in the prior twenty-four (24) months) and (a) shall not be materially renovating the Leased Premises, subject to approval by Landlord in accordance with this Lease,

or (b) shall not be rebuilding the Leased Premises after a Casualty or Taking in accordance with this Lease, or (c) has not ceased or suspended playing NWSL games in the Stadium on account of any Force Majeure Event or because enjoined by the ENC Litigation or other litigation, or because of a final, non-appealable adverse judgment on the merits in the ENC Litigation or other litigation that invalidates this Lease, prohibits construction of the Tenant Work, or prohibits Tenant from operating within the Stadium, or (d) has not suspended (for a period not exceeding 24 months) playing NWSL games in the Stadium on account of the NWSL seeking to undertake a Team Transfer in accordance with Section 11.1(a), then Landlord shall have the right, upon sixty (60) days' written notice, during which 60-day period Tenant has not initiated any of the activities described in subsections (a) or (b) above or re-commenced playing NWSL games at the Stadium, to terminate this Lease, whereupon (i) Tenant shall surrender the Leased Premises in the condition required hereunder; and (ii) the parties shall have no further obligations hereunder except for those obligations accruing during the Term and those provisions stated to survive the expiration or earlier termination of the Term.

ARTICLE XVIII FORCE MAJEURE; LITIGATION

18.1. Force Majeure.

A delay by Landlord or Tenant in the performance of their respective obligations under the Work Letter or under any other provision of this Lease which specifically refers to a Force Majeure Event, shall not constitute a default under this Lease to the extent that such delay of performance both (i) could not be prevented by such Party's exercise of reasonable diligence and (ii) results from either (a) the other Party's (or the other Party's representatives) failure to perform its obligations or otherwise act where required to act under this Lease, or the negligence or willful misconduct of the other Party or of its employees, agents, or others for whom such other Party is legally responsible; or (b) acts of God, fire or other casualty, war, riots, terrorist acts, public disturbance and/or strikes or other labor disturbances in the City of Boston generally not attributable to the failure of such Party to perform its obligations under any applicable labor contract or law and directly and adversely affecting such Party; or (c) extraordinary weather events, (d) strikes, lockouts, labor disputes, or general unavailability of labor, supplies or materials affecting the construction industry in the greater Boston area, (e) governmental acts or orders (including moratoria) not attributable to the failure of such Party to perform its obligations under this Lease or any applicable law and directly and adversely affecting such Party, (f) epidemics, pandemics, and other public health emergencies, (e) concealed or unforeseen site conditions, or (g) other similar causes beyond such Party's reasonable control (a "**Force Majeure Event**"). The following shall, in no event, be deemed to be Force Majeure Events: inability to obtain financing; Tenant's financial condition; inability to obtain approvals, permits, and/or licenses; delays due to soil conditions which are known or foreseeable with the exercise of reasonable diligence. For the avoidance of doubt, payment of Rent or payment of any other sum shall not be excused or delayed due to a Force Majeure Event (other than on account of material failures of the banking system generally and only for as long as such failures exist). Landlord and Tenant agree to openly communicate as to the occurrence, causes and status of any Force Majeure Event affecting them, and Tenant shall use commercially reasonable efforts to minimize the delay and other adverse effects of any Force Majeure Event.

18.2. Notice of Force Majeure Event.

Tenant and Landlord shall each provide the other with prompt written notice in accordance with the provisions of Section 16.1 of any Force Majeure Event excusing its delay, and no period of delay prior to such notice shall be excused or considered the result of a Force Majeure Event. Each Party shall keep the other Party reasonably informed of any development pertaining to such Force Majeure Event.

18.3. Litigation.

(a) If, pursuant to any litigation pending or filed in a court of competent jurisdiction, Landlord or Tenant are enjoined from constructing the Project and/or playing and conducting NWSL home games at the Stadium for the 2026 NWSL season as contemplated in this Lease, and any such injunction is not stayed, lifted, or overturned within thirty (30) days from issuance thereof, then Tenant shall have the right to extend the First Season Start to a date not to exceed twenty-four (24) months from the date that such injunction is stayed, lifted, or overturned, as Tenant deems appropriate by notice in writing delivered to Landlord by the Tenant (the “**Litigation Extension Notice**”).


(b) If, pursuant to any litigation pending or filed in a court of competent jurisdiction, a final, non-appealable adverse judgment on the merits invalidates this Lease, prohibits construction of the Project, or prohibits Tenant from operating within the Property (for purposes of this Section 18.3(b), “operating” meaning the ability to conduct NWSL home games at the Stadium and/or to operate a restaurant at the South Crescent Building in the Grove), then Tenant may, at that time or at any time subsequent thereto, terminate both this Lease and the Stadium Usage Agreement (but not only one of them) by written notice (the “**Litigation Termination Notice**”) to Landlord as of the date (the “**Litigation Termination Date**”) stated in the Litigation Termination Notice. Upon delivery of the Litigation Termination Notice, the Parties’ rights, responsibilities and obligations under this Lease and the Stadium Usage Agreement shall terminate and be null and void and without recourse to either Party as of the Litigation Termination Date, except (x) for those obligations or provisions that survive the expiration or earlier termination of the Term, (y) if Tenant has commenced the Tenant Work (which term shall include any demolition) as of the Litigation Termination Date, Tenant shall be obligated to complete only so much of the Tenant Work as is necessary to leave the Leased Premises in a safe, sightly, and useable condition for Landlord’s intended purposes, and (z) Landlord shall in good faith explore opportunities that enable Tenant to realize its capital investment in the Property to the maximum extent permitted by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as a sealed instrument by their respective duly authorized agents, as of the date and year first set forth above.


LANDLORD:

BOSTON PUBLIC SCHOOLS, acting on behalf of
The City of Boston George Robert White Fund

By: 
Name: Mary Skipper
Title: Superintendent

CITY OF BOSTON:

CITY OF BOSTON, a municipal corporation and trustee
under Article 14 of the Will of George Robert White,
Suffolk County Probate No. 201164, creating the George
Robert White Fund

By: 
Name: Michelle Wu
Title: Mayor

TENANT:

BOSTON UNITY STADCO LLC,
a Massachusetts limited liability company

By: BOS Nation Football Club LLC,
a Delaware limited liability company,
its sole member

By: Boston Unity Soccer Partners LLC,
a Delaware limited liability company,
its sole member

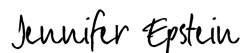
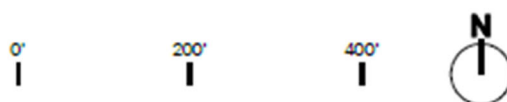
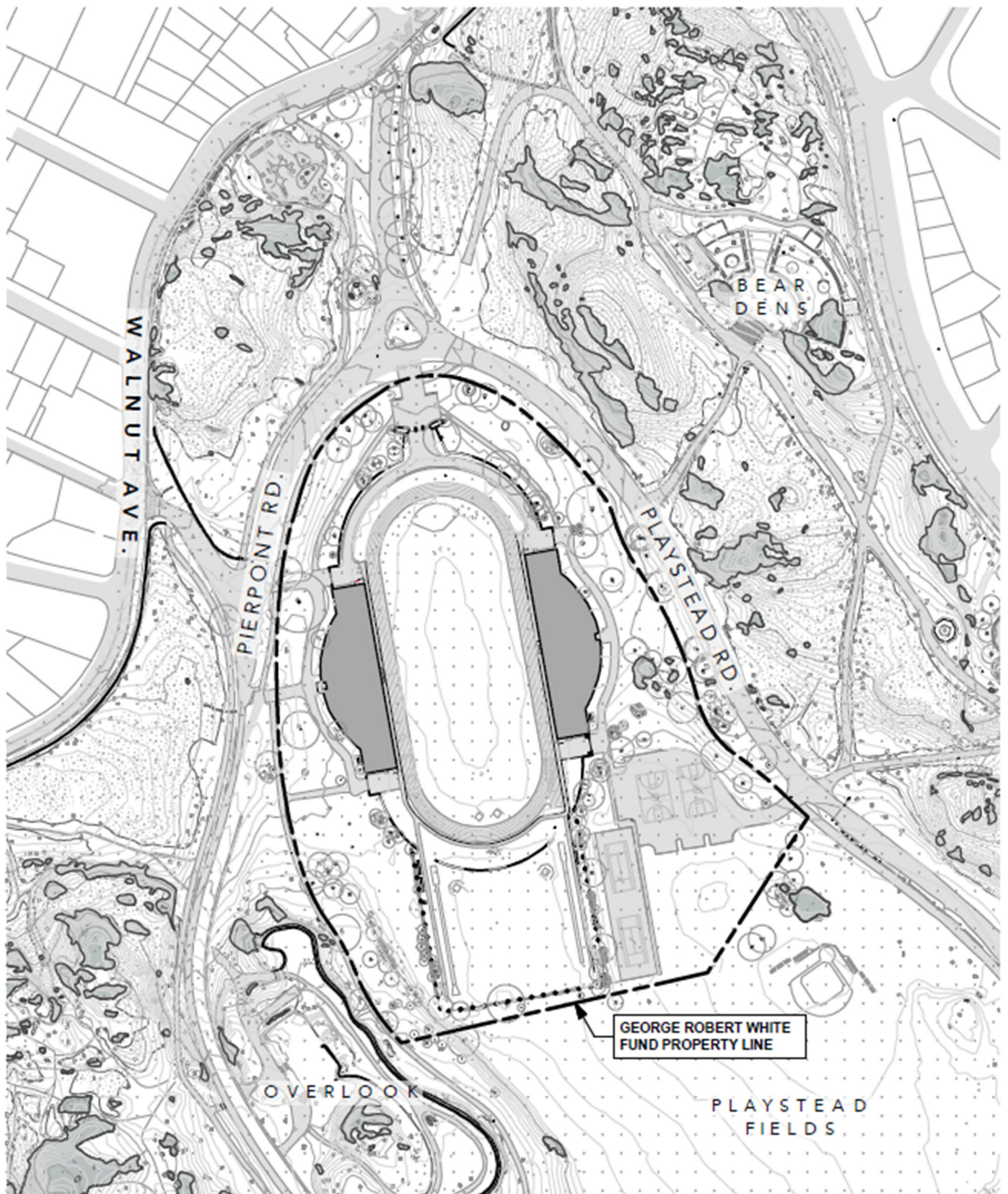
By: 
Name: Jennifer Epstein
Title: Controlling Manager

EXHIBIT A-1

White Stadium Depiction

(see attached)

[Exhibit A-1]



WHITE STADIUM
EXISTING CONDITIONS
DECEMBER 4, 2024

EXHIBIT A-2

Legal Description of Property

A parcel of land containing approximately 609,840 square feet or 14 acres and shown on a plan titled "Plan Showing Land To be Transferred by City of Boston – Park Department, to City of Boston – George Robert White Fund" "CITY OF BOSTON FRANKLIN PARK WALNUT AVE. WEST ROXBURY," dated Oct. 16, 1947, and prepared by Thomas P. McGovern, Chief Engineer, Street Laying-Out Department, being the same parcel described in the deed from the City of Boston, grantor, to the City of Boston – George Robert White Fund, Grantee, dated November 14, 1947, and recorded at the Suffolk County Registry of Deeds at Book 6386, Page 582.

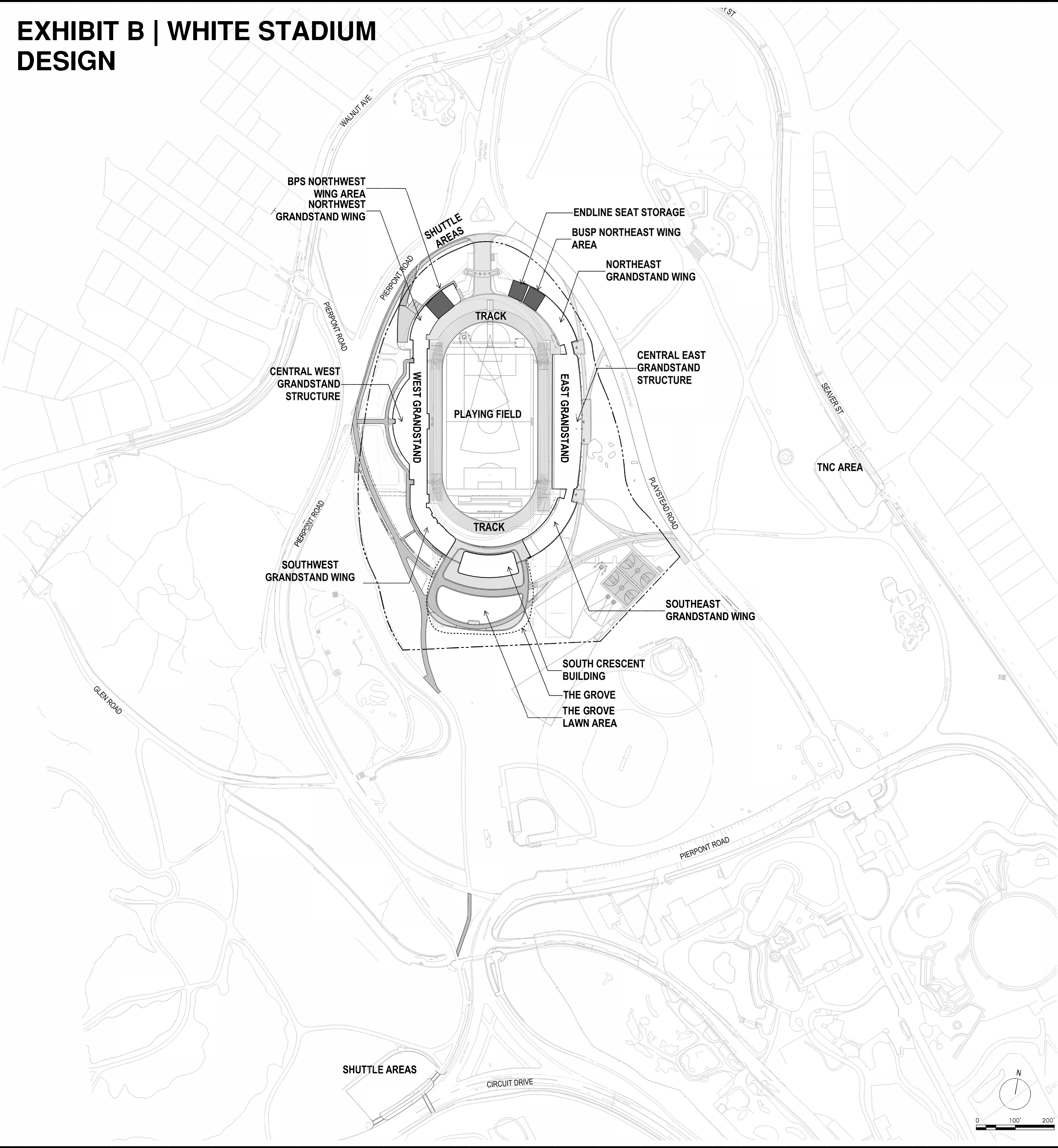
EXHIBIT B

Preliminary Rendering of Redeveloped Stadium

(see attached)

[Exhibit B]

EXHIBIT B | WHITE STADIUM DESIGN



#	DATE	CHANGE DESCRIPTION




WHITE STADIUM
450 WALNUT AVENUE
BOSTON, MA 02130

BOSTON UNITY SOCCER PARTNERS



Moody Nolan
200 STATE STREET, SUITE 200
BOSTON, MA 02109
PHONE: (617) 535-7685



Stantec
40 WATER STREET, 3RD FLOOR
BOSTON, MA 02109
PHONE: (617) 234-3100

DRAWING TITLE
EXHIBIT B | WHITE STADIUM DESIGN

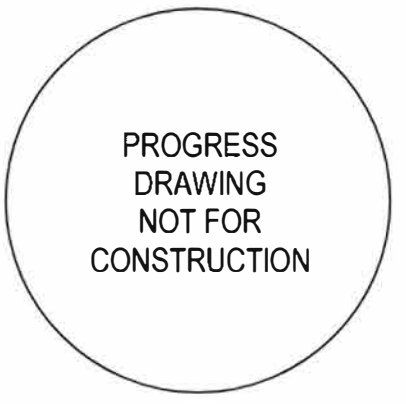
	2024.12.06
	FOR REFERENCE

EXHIBIT C

City of Boston Request for Proposals

(see attached)

[Exhibit C]

**THE CITY OF BOSTON
BOSTON PUBLIC SCHOOLS**

**REQUEST FOR PROPOSALS FOR
LEASE OF THE WEST GRANDSTAND AND ADJACENT AREAS OF WHITE STADIUM
IN PUBLIC-PRIVATE PARTNERSHIP TO ACHIEVE CITY'S COMPREHENSIVE
STADIUM RENOVATION PLAN TO SERVE BOSTON PUBLIC SCHOOL ATHLETICS**



Event # EV00012353

Response Deadline: June 26, 2023

Dion Irish, Chief of Operations, City of Boston

Michelle Wu, Mayor

TABLE OF CONTENTS

I. ADVERTISEMENT

II. INTRODUCTION & INSTRUCTIONS

III. PROPERTY DESCRIPTION AND USAGE

IV. PUBLIC PRIVATE PARTNERSHIP OBJECTIVES & PRINCIPLES OF PARTNERSHIP

V. SUBMISSION REQUIREMENTS

VI. EVALUATION OF PROPOSALS AND SELECTION CRITERIA

VII. TERMS AND CONDITIONS

Appendix A. Stadium Usage Details

Appendix B. White Stadium Existing Conditions Aerial - Showing Leased Premises

Appendix C. White Stadium Existing Conditions Plan - Showing Leased Premises

Appendix D. Additional Lease Terms and Conditions

I. ADVERTISEMENT

ADVERTISEMENT CITY OF BOSTON BOSTON PUBLIC SCHOOLS REQUEST FOR PROPOSALS

Event ID # EV00012353

The City of Boston ("City") and the Boston Public Schools ("BPS"), acting by and through the Public Facilities Department invites sealed proposals from interested and qualified firms for an up-to 10 year lease term with potential renewals to lease, improve and use the West Grandstand and adjacent areas of George Robert White Schoolboy Stadium in Franklin Park ("White Stadium") as part of a public private partnership to fully renovate, rebuild, and reimagine White Stadium as the home of Boston Public Schools athletics and a better resource for students, families, and the community. Anticipated term date for the lease is expected to commence at or around July 1, 2024.

Additional information, requirements, terms and conditions and all other related information is set forth in the Request for Proposal Documents (Documents) which may be obtained from the City's purchasing website and Supplier Portal, (<http://www.cityofboston.gov/procurement>) under **Event ID** EV00012353

For information regarding this RFP, contact:

Morgan McDaniel

Deputy Chief of Operations

morgan.mcdaniel@boston.gov

617.635.2487

All proposals shall be submitted in strict conformance with the instructions contained in the RFP document. Proposals shall be submitted in strict compliance with this RFP no later than June 26, 2023 at 4:30 PM.

All questions shall be submitted to the City no later than June 2, 2023 by 12:00 pm. Answers to questions shall be posted via an addendum no later than June 9, 2023.

The City will host a tour of the stadium for interested potential proposers on May 5, 2023 at 10:00 am.

Requests for Proposals shall be available on or about April 25, 2023.

II. INTRODUCTION & INSTRUCTIONS

2.1 Overview & Objective

White Stadium is a school athletic stadium that also hosts City and community events. The Stadium has served as a home field for many Boston athletes and community members since it was constructed in 1945. However, White Stadium is currently in disrepair and in need of revitalization. Decades ago, a fire destroyed the interior of the East Grandstand, which is not usable. The West Grandstand does not meet accessibility requirements to serve all Boston students and communities, is out of compliance with the Building Code, and lacks the spaces and amenities needed to be a citywide resource for BPS athletics. It is the intent of this RFP to bring new resources and a new partnership to White Stadium that will realize its full potential as a hub for the athletic program, enhance athletic offerings to BPS students, and bring significant benefits to Franklin Park and the surrounding communities.

The City and BPS envision revitalizing White Stadium as a centerpiece of BPS athletics benefitting Boston's students. In order to accomplish this, the City is planning a significant investment in the stadium and athletic facilities. Chief among these is the intended replacement of the East Grandstand. The City intends to replace the East Grandstand with a new facility that will host spectators and house student athletic and other programming facilities. It is also the City's intent to install a new eight-lane track for interscholastic competition and install a new top-tier grass field with a new irrigation system.

The purpose of this RFP is to lease the West Grandstand and a fenced-in area south of White Stadium (the "Leased Premises"), as shown in Appendix B and C, to a qualified partner to create a public-private partnership that will invest in this vision for White Stadium. The overall objective for the City is for the public-private partnership to provide needed capital investment to make White Stadium a high-quality venue for BPS athletics and other events, along with an operational program that enhances BPS athletics, activates Franklin Park, and provides a valued and welcome resource for community stakeholders.

The City and BPS will lease the Leased Premises to the most advantageous proposal, determined at the City's and BPS' sole discretion. A 10-year lease of the Leased Premises, along with the ability to renew the lease term for two (2) additional 10-year options, is being offered as a part of this RFP. The property is being offered in as-is condition.

2.2 Vision of Combined Public & Private Components

Boston Public Schools is seeking a partner whose proposed programming will accommodate and enhance BPS's athletic programming needs, support the City's vision for Franklin Park, provide economic and community benefit to the City of Boston and the local neighborhoods around Franklin Park, and provide civic value to the City while respecting the context of Franklin Park and the surrounding residential neighborhoods. In particular, as described in more detail below, the private partner's use must accommodate the City's robust scholastic track & field program in the Spring, cross-country and soccer programming in the Fall, capstone football games at the culmination of the Fall season, BPS graduations, and community events and programs. It is also part of the City's vision that the private partner will bring to the stadium a program that enhances the stadium's historic focus on athletics.

The Lease will include a license to use the Playing Field as well as the public portions of any reconstructed East Grandstand for athletic events up to a set number of days per year. The Lease will also include the obligation to permit spectators to use the West Grandstand during BPS athletic events and certain City-sponsored community events, and to accommodate certain track & field activities within the fenced-in area to the south of the stadium.

2.3 Instructions

Respondents are responsible for all information and materials contained in this RFP and any addenda, including but not limited to premises, conditions, necessary permits, additional labor costs, evaluation methodology, criteria, and the City's accompanying terms and conditions contained hereunder, or in any addendum to

this RFP. These, and other pertinent requirements, are an integral part of this RFP. By filing a proposal, the Respondents do thereby represent that the Respondent's proposal conforms to all requirements set forth under this RFP and that the Respondent agrees to the City's and BPS' proposed lease terms (Appendix D) and all other terms and conditions referenced herein. Failure to conform to the requirements of this RFP may result in disqualification.

2.4 RFP Contact

With the release of this RFP, all communications must be directed in writing via email to the contact below. No other City employee, consultant, or Vendor is empowered to speak for the City with respect to this RFP. Any oral communication is considered unofficial and non-binding to the City.

After the proposal deadline, Respondents should not contact the RFP Coordinator or any other City official or employee, except to respond to a request by the RFP Coordinator.

The RFP contact is:

Morgan McDaniel
Deputy Chief of Operations
morgan.mcdaniel@boston.gov
617.635.2487

The Website for this RFP and related documents is the City of Boston Supplier Portal which you can access via boston.gov/procurement.

All project correspondence will be posted on the Supplier Portal website. It is the responsibility of Respondents to check regularly for updates and any RFP addenda.

Respondents are advised to conduct a thorough review of the Request for Proposals (RFP). Strict compliance with and adherence to the terms, conditions, specifications, contract form documents and all other provisions of this RFP is

mandatory.

2.5 Timeline

The table below shows the preliminary RFP Schedule. Dates are subject to change. Any changes will be posted in an addendum that can be found on the RFP website.

	DATE
RFP released	04/25/2023
Tour of Stadium with Interested Potential Proposers at 10:00 am	05/03/2023
Deadline to submit first round questions regarding the RFP <i>via email to morgan.mcdaniel@Boston.gov no later than 12:00 PM</i>	05/05/2023
Consolidated first round Q&A posted by the City on the Supplier Portal	05/19/2023
Stadium Open for Due Diligence Visits by Potential Proposers (and their agents)	5/15/2023 5/30/2023
Deadline to submit second round questions regarding the RFP <i>via email to morgan.mcdaniel@Boston.gov no later than 12:00 PM</i>	06/02/2023
Consolidated second round Q&A posted by the City on the Supplier Portal	06/09/2023
Deadline for proposals <i>Submitted via the City's Supplier Portal or via hard copy; proposals must be received prior to the deadline and cannot be submitted via email</i>	06/26/2023
Proposer Presentations	Week of 07/10/2023

All times are in Eastern (Local) Time

*Please note that all proposals will be public records. Do not submit confidential information in your Proposal.

If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

2.6 Submission Instructions

Proposals may be submitted via the City's Supplier Portal or via hard copy.

City of Boston Supplier Portal Instructions

The Supplier Portal provides vendors the ability to submit a proposal electronically, and is accessible via boston.gov/procurement.

You will need to register with us in order to submit your proposal electronically; doing so will also allow you to receive email updates regarding this RFP and other opportunities. Please visit boston.gov/departments/procurement/how-use-supplier-portal for step-by step instructions to register.

Upon logging in under your account, look for Event ID # EV00012353. When responding, you will see specific places to upload your non-price Technical Proposal and other required forms. The Price Proposal must be submitted separately from the Technical Proposal according to statute. The evaluation team will complete its evaluation of the Technical Proposals prior to reviewing the Price Proposals.

Attachments containing price information, including the Price Proposal, should only be attached to the price line and not in the Event Header attachments section.

In the section of Event ID #EV00012353 labeled "Step 2: Enter Line Bid Responses", please enter the total proposed rent for the lease term under the line "Price

Proposal". Next, click the icon on the far right of the screen labeled "View/Add Question Comments and Attachments." There you will find the proper location to upload your Price Proposal form and any additional pricing proposals you may want to add. Please visit boston.gov/departments/procurement/how-use-supplier-portal for step-by-step instructions.

Submitting your proposal via the Supplier Portal can streamline the entire process, but please allow extra time to become familiar with the system. **Upload any applicable documents into the Supplier Portal and SUBMIT your submissions well before the deadline so that you have enough time to make a physical paper submission if you have any issues with the City's Supplier Portal.** We recommend submitting your proposal at least 24 hours prior to the deadline. Please note that Supplier Portal file uploads are limited to a 59-character file name length.

Hard Copy Instructions

Hard copies of the Technical and Price Proposals may be submitted by mail, delivery service, or in person. Respondents submitting a hard copy must submit a complete Technical Proposal and Price Proposal **in separate sealed envelopes along with one (1) digital copy (thumb drive) clearly marked as "Technical proposal" and "Price Proposal" on the outside of each delivery envelope.**

The envelope should be clearly marked as follows:

TECHNICAL & PRICE PROPOSAL

Name of the Proposal

RFP Number: RFP [Event ID #EV00012353]

Submitted by:

[Name of Respondent]

[Date Submitted]

and delivered or mailed to:

Contracts Unit
Property Management Department
1 City Hall Square Room 811
Boston, MA 02201

III. PROPERTY DESCRIPTION AND USAGE

3.1 Property Description

The existing Stadium, built in 1945 and dedicated in 1949, is located on the historic Playstead in Franklin Park, designed in 1885 by Fredrick Law Olmstead. White Stadium was originally constructed to seat 10,000 people and is run and used by Boston Public School athletics for sporting events, primarily soccer, football, and track and field. The Stadium has played host to a range of athletic, musical, and cultural events over its history. White Stadium hosted Black Panther rallies and big concerts in the 1970s and partnered with the Elma Lewis School of Fine Arts to host a 1974 soul concert with big names like Sly and the Family Stone.

The Stadium consists of two 5,000-seat grandstands flanking a grass playing field and 6-lane running track. Both grandstands are out of compliance with the modern Building Code. As part of the reconstruction, the City intends to demolish the East Grandstand, which suffered significant fire damage decades ago and is unusable and currently sitting idle. A high white concrete wall encloses the northern and southern ends of the Stadium. There is also a fenced-in grass area south of the track, which has been used for long jump and discus.

The ceremonial entrance gate at the north end of the Stadium is primarily used during large events. The site is generally accessed at the north end of the west grandstand. The two grandstands are mirrored in both plan and elevation, with the exception that there is a press box atop the west grandstand. A fire in the east grandstand has rendered it unusable except for storage.

The following description of a conceptual study that was completed for the Stadium is NOT offered to indicate any specific requested capital improvement in response to this RFP and is NOT exhaustive of any other work that may be required to make White Stadium comply with any existing land use, building, and/or accessibility codes or regulations, and is included solely to provide information about the condition of the Stadium.

A conceptual 2013 study indicated that the Stadium required considerable capital investment to become a state-of-the-art home for student athletes. The work contemplated in the study included the following:

- The west half of the promenade level and the entire second floor of the west grandstand would be completely gutted and renovated.
- The east half of the promenade level and lower level will require more minor renovations.
- The existing west grandstand seats approximately 5,000. To accommodate handicap accessibility guidelines, three rows of seating will need to be removed and level platforms created for handicap seating.
- A new press box would be built at the main cross aisle level, adjacent to the handicap seating areas.
- All seating would be removed, repaired, and re/installed after the concrete stepped seating area is waterproofed.
- All existing systems were assumed to be at the end of their useful life and will be replaced.

The Leased Premises would be limited to the West Grandstand and the fenced-in area south of White Stadium, as shown in Appendix B and C.

3.2 Site Context: Franklin Park

Franklin Park, within which the George Robert White Stadium and its site features are located, is designated as a historic landmark by the Boston Landmarks Commission pursuant to Chapter 772 of the Acts of 1975. Any proposed development would require review and approval from the Boston Landmarks

Commission (BLC). All modifications to the existing buildings and site features and any proposed new facilities must be respectful and sensitive to the historic status of the facility.

In 2022, the Boston Parks and Recreation Department completed the Franklin Park Action Plan, available [here](#). Its park-wide goals are to improve connections and activate all areas of the park to better serve Boston families and residents, amplify magnet destinations such as White Stadium, and unify the park by applying a consistent standard of care. The City anticipates that all components of the Action Plan will take significant financial resources. In 2023, the Parks Department will launch the Phase 1 Prioritization Plan to identify areas for renovation that are a priority for the community and in most urgent need. The City and BPS believe that the vision for White Stadium reflected in this RFP will meaningfully advance the broader goals of the Action Plan, and ask that prospective bidders reflect their commitment to the Action Plan as part of their response.

3.3 Current Uses of the Stadium

The stadium is currently actively programmed for a number of uses. BPS Athletics uses the stadium for sports across the spring, summer, and fall seasons. Other BPS uses include school day games and graduation ceremonies. The stadium also hosts events such as the Caribbean Kiddie Festival, the Boston Athletic Association Half Marathon Finish, and Special Olympics events.

The stadium is used most heavily in the fall season

- **Spring Season:** The stadium is mainly used in afternoons for track practice and track meets. In mid June, the stadium is heavily used for graduation and moving-on ceremonies.
- **Summer Season:** The stadium hosts the Parks and Recreation summer camp, 200 children per year and uses the field, basketball court, and track. The program relies on the grandstand facilities to provide shade and shelter. This free program has been offered for 25 years.
- **Fall Season:** The stadium is used on weekday afternoons for soccer practice

and games, football practice and games, cheerleading practice, and cross country practice. Typically a few soccer and football games are held on Saturdays each season, and several special events take place on weekends.

See Appendix A for details on stadium usage.

3.4 Current Circulation and Parking

Primary vehicular access to the site is via the Pier Point Road access from Walnut Avenue to the northwest. Access from the north has been closed off.

On-site parking is currently very limited and shared with the Franklin Park Zoo and other park uses. There is existing parking for the Boston Public Schools at the west side of the stadium. There is also a parking area at the east, which is primarily used as two basketball courts.

Large event parking is accommodated with parallel parking on both sides of the ring road (Pier Point Road and Playstead Road). During special events such as Zoo Lights, attendees park on both sides of Circuit Drive. The congestion requires details from State police, Boston police, and park rangers.

The parking lot is maintained by the Boston Parks and Recreation Department and monitored and secured by the Park Rangers. BPS Athletics staff currently access the lot during work hours 7am-4pm. Events extend days to 6pm-10pm depending on the activity.

3.5 Regulatory Context

BPS Property. The Stadium is in the care, custody and control of the Boston Public Schools. Any lease or license requires BPS approval and adoption.

Article 97. The potential application of Article 97 is fact specific and it is the

Proposer's obligation to assess whether its proposed program will require Article 97 approvals, and if so to take the leading role in securing such approval including any necessary commitments.

Landmarks. Franklin Park is designated as a landmark by the Boston Landmarks Commission (BLC) pursuant to Chapter 772 of the Acts of 1975. Proposer is responsible for obtaining any BLC review and approvals necessary for its program.

Park Review. The City of Boston Municipal Code Section 7-4.11 (the "100' rule") requires the approval of the Boston Parks and Recreation Commission for all buildings and structures that are constructed or altered within 100 feet of a park or parkway.

Taxation. Proposer is responsible for assessing whether the program it proposes is subject to real estate, income, excise, or other taxes and shall be responsible for such taxes.

Building and Life Safety. Proposer is responsible for obtaining any and all building, zoning, and other permits and approvals required to conduct its program, including from the Inspectional Services Department and Boston Fire Department.

Article 80. Proposer is responsible for adhering to Article 80 review applicable to any portion of its program.

Proposer shall be responsible for compliance with all other applicable laws and regulations, including any public construction procurement laws that may apply.

IV. PUBLIC PRIVATE PARTNERSHIP OBJECTIVES & PRINCIPLES OF PARTNERSHIP

The City is seeking proposals for uses that will revitalize White Stadium in line with the following principles:

PRINCIPLES OF PARTNERSHIP

4.1 Benefit and Opportunity for BPS Athletics.

The City seeks a public-private partner committed to our vision to restore White Stadium as a central hub for BPS athletics and who, through their own proposed uses, will enhance and complement our athletic offerings, through facilities improvements, programming, and other opportunities. The proposer should be clear in their submission about any current uses that are not consistent with a proposed partnership program, and how the proposal would address such uses. The facility should provide a high-quality, appropriate athletic experience for all student-athletes and spectators, and expand opportunities to host athletic events.

4.2 Park Activation

The City seeks a partner that will retain and enhance the stadium's civic value. In addition to advancing an enhanced vision for BPS athletics, the proposal should accommodate city and community programming, and consider how the proposed uses contribute to Franklin Park, its existing institutions (including the Franklin Park Zoo), and the surrounding community.

The City seeks a partnership that will contribute to the activation and usability of Franklin Park in line with the values and aspirations expressed in the Franklin Park Action Plan.

As Boston's largest open space and the final link of The Emerald Necklace, Franklin Park draws visitors from the neighborhood, the city, and the region. At 500+ acres, its scale makes it a particularly important open space resource for communities who lack access to larger parks and natural areas within their neighborhoods. Franklin Park was intended to serve as a common ground — a place for recreation,

relaxation, and to experience nature — welcoming all communities and bringing people together for shared experiences that support discovery, education, and mental and physical health.

The park has a long legacy of serving many groups in many different ways - from performance and recreation to education and community building. Any activation and renewal of White Stadium should build on its history and amplify its program and character.

4.3 Economic Development.

The City seeks a partnership that will contribute to the economic development of Boston and the communities surrounding Franklin Park. With the goal of closing the racial wealth gap, we are seeking a partner who will ensure the meaningful participation of local and diverse workers and businesses throughout the development of the project and operation of the West Grandstand and adjacent areas, and who will show a commitment to supporting activities that will bring people to the area as customers and future patrons.

4.4 Respect for Neighbors

The City seeks a partnership that will activate the Stadium in a manner that recognizes and respects the impacts that activation can have on those who live, work, and play around the Stadium. Proposed programming should be of reasonable quantity, timing, and size to prevent placing a burden on local residents as well as other Parks uses. Impacts that must be addressed include traffic, noise, congestion impacting other park uses, and trash.

The Site is located near multiple dense residential neighborhoods. The selected proponent must present a transportation plan that will minimize congestion on local residential streets surrounding the stadium, maximizes use of public transportation, and is consistent with transportation and circulation guidelines in the Franklin Park Action Plan.

A proposed program could require Article 80 review, and as a component of such review it is expected that there may be mitigation commitments required of the proposer. All such mitigation will be the responsibility of the proposer. Even in the event that a proposed program is not subject to Article 80 review, it is expected that during the community process for evaluating proposals and negotiating the details of a relationship with any selected proposer, impacts of the proposed program on nearby neighborhoods, Franklin Park, and the Zoo will be identified. During this process the Selected Proposer may choose to make operational or financial commitments to such stakeholders in order to mitigate such impacts. The City/BPS may consider whether stakeholders' views on the impacts of the proposed program in exercising its right to enter into an agreement with the most advantageous proposer.

4.5 Facilities Maintenance

The prevailing Respondent will be responsible for cost and management of maintaining the Leased Premises in clean, good working order and provide appropriate security. The proposer will also be responsible for the cost of all repairs and improvements to the Leased Premises to support the proposer's expected programming.

The City anticipates that if the successful Respondent's proposed program requires the field to meet certain conditions, the Respondent will bear the costs of maintaining the field in that condition.

V. SUBMISSION REQUIREMENTS

Proposals must include the Submission Requirements set forth in this section. These Submission Requirements must also be submitted in accordance with the instructions set forth in Section II of this RFP. Omission of any of the required information may lead to a determination that the proposal is non-responsive.

Respondents must provide the City with a written proposal that contains all of the following sections and addresses the information called for in each section. Any information a Respondent would like to share that is in addition to what is required should be done so separately either by uploading the information to the City of Boston Supplier Portal or by sending in hard copy format to the address stated above.

TECHNICAL PROPOSAL

5.1 Cover Letter and Executive Summary

In conformity with the requirements and specifications set forth under this RFP, provide a statement of the Respondent's approach to each requirement or specification. This statement should be clear, mirroring the layout of the RFP as well as demonstrating the Respondent's understanding of the requirements of this RFP.

5.2 Description of the Respondent

Provide a letter of interest signed by the principal(s) of the proponent. This letter should introduce the project team and organization structure. Please specify the names, professional backgrounds, and roles of the members of the Respondent's principals and leadership team, including the person(s) who will have primary responsibility for managing the Leased Premises and carrying out other management and maintenance obligations in the Stadium. Please note that the City of Boston is committed to inclusive leadership and is also asking for a DEI Plan as part of the submission in section 5.10.

5.3 Description of Your Proposed Program

The opportunity to lease the Lease Premises is contemplated to include the right to license the use of the field and public areas of the East Grandstand for a set number of events annually during the term of the lease, including any extensions, under a separate license agreement with the City. Any proposed events and uses should enhance White Stadium as a central hub for the BPS athletic program and align with the City's commitment to rebuild White Stadium as a resource for the surrounding neighborhood and the robust and varied activities within Franklin Park.

Please describe in as much detail as possible your proposed use of the stadium and how those uses align with the City's and BPS' plan for White Stadium as a central hub for the BPS Athletic Program, the City's vision for enhanced youth sports, and the Franklin Park Action Plan. This description should focus on the events, programming, and any other activities you plan to conduct in the stadium. Please include, at a minimum: (1) the number of events you plan to program per year (broken down by the winter, spring, summer, and fall seasons), (2) the times of day and days of the week on which you anticipate events occurring, and (3) your estimates of attendance at such events. Where specificity is not possible, please describe the general character of events you will seek to program and indicate what information reflects your best estimate of the requested information. *Proponents should familiarize themselves with the guidelines for hosting special events in the City of Boston.*

5.4 Proposed Investments in the Stadium

Describe in detail any proposed renovations and improvements to the Leased Premises for your proposed lease program.

- Describe how the proposed renovation or improvements will be implemented. The description should include a timeline that lists pre-development and construction tasks as well as any proposed phases of work.
- Identify whether there are components of your proposed renovations or

improvements that are optional - meaning that you could proceed with your proposed program even if you do not perform a particular improvement.

- Provide an outline of required regulatory approvals that you will need to obtain and a projected timeline to obtain these approvals. This outline is not binding upon the City in any manner. It is being requested only to assist the City in assessing the viability and thoughtfulness of a proposed program.
- Provide a cost estimate and sources of funding for the proposed improvements.

5.5 Facilities Management and Operations

Describe your team's organization experience in your proposed use and in facilities management. Your description should include the following, as applicable to your proposed use:

- Plans for the physical upkeep of the Leased Premises, including cleaning, maintenance, and repairs
- Plans for ticketing and admissions
- Access and opportunity for BPS students and families, accounting for different levels of discretionary income.
- Plans for the security and safety of the facility
- Plan for relations with the City, Boston Public Schools, and with residents and businesses on streets abutting Franklin Park within a ¼ mile radius.

5.6 Transportation Management Plan

Please provide a preliminary transportation plan that addresses the details of how people will travel to and from the stadium for events, and how you intend to mitigate parking and traffic impacts in the surrounding community. **Note: a conforming preliminary plan is required with your proposal, but the selected proposer will be required to complete a detailed plan acceptable to the Boston Transportation Department (BTD) prior to entering any agreement. For avoidance of doubt, the City reserves all rights in its sole discretion not to enter into a lease agreement with the prevailing proposer, including if a proposer does not complete a detailed plan acceptable to the BTD.** The plan

should provide analysis, clear and location-specific plans and strategies, and offer a credible path to reducing reliance on private vehicles by event attendees. At a minimum, the plan should:

- General
 - Model anticipated attendance and points of origin for attendees
 - Project overall mode share and set specific targets intended to minimize personal vehicle use
 - Model modal split for all types of events (games, concerts, etc.)
- Transit
 - Model transit capacity, frequency, and usage, including for night and weekend events
 - Model specific transit service usage assumptions (e.g. which lines/stations/stops), including access routes to and from stadium
 - Shuttle implementation plan for access from nearby transit stations to stadium, including pickup/dropoff plans at stations and stadium
 - Assess pedestrian accessibility / safety along key walking routes to stations/stops (ADA, lighting, etc.)
- Active Transportation
 - Assess pedestrian accessibility and safety along key walking routes to stadium, both inside and outside of Franklin Park
 - Plan for bicycle parking
 - Plan for Bluebikes, including potential for valet services and/or increased dock capacity
- Pick up / drop off
 - Identify pickup and drop off areas at the stadium for shuttles and TNC vehicles, including capacity and volume estimates
 - Management plan for curbside access for shared vehicles, including any police details or other types of active management
 - Identify infrastructure changes needed to support pick up / drop off activities
- On-site parking

- Identify specific locations for proposed on-site parking within the park, including a map clearly showing the number and layout of potential spaces at each location
- Provide access and parking management plan, including lot management and routing to/from potential parking areas
- Detail anticipated approach to pricing and reservation of on-site parking
- Identify any infrastructure changes that would be needed to allow use of identified on-site parking areas
- Off-site parking
 - Identify specific locations for potential off-site parking and include any known information about availability and use restrictions
 - Provide a shuttle implementation plan, including pick up / drop off locations at stadium
 - Detail anticipated approach to pricing and reservation of off-site parking.
 - Note that green space in Franklin Park is not available for parking.
- Street parking
 - Provide an analysis of the number of on-street parking spaces anticipated to be used by event attendees and the potential geographic distribution
 - Review existing curb regulations in areas within walking distance of stadium to inventory potential on-street space and potential regulatory changes
 - Analyze potential for reduced availability of on-street parking for residents and other park visitors, and recommend specific strategies to minimize negative community impacts
 - Provide recommendations for enforcement coverage (location and volume) to address potential non-compliance by event attendees
- Congestion and traffic management
 - Provide detailed analysis of anticipated trip generation and vehicular volumes on various paths of travel to/and from events

- Plan for traffic management, in and around the stadium area, including any City of Boston resources that would be needed to implement
- Transportation Demand Management and Event Management
 - Identify strategies for reducing vehicle trip volume to and from the stadium for events.
 - Plan should evaluate various strategies, including subsidized alternatives (transit, Bluebikes), parking pricing, priority road access and pick up / drop off for transit shuttles, and more.

5.7 Description of Park Activation

Describe how the proposed partnership will contribute to the activation and usability of Franklin Park in line with the values and aspirations expressed in the Franklin Park Action Plan.

5.8 Description of Economic Development Benefits and Community Benefits

Estimate the number of construction jobs and permanent (full or part-time) jobs that will be generated by the proposed lease program. Describe how the proposed program will support activities that will bring people to the area as customers and future patrons.

Proposals must include a narrative of the community benefits supported by the development, including any benefits to the local community that are above those generated by the proposed program itself.

5.9 Diversity and Inclusion Plan

The City of Boston and Boston Public Schools are strongly committed to ensuring that partnerships involving City assets provide opportunities for diversity and inclusion, wealth-creation, and workforce participation for businesses and individuals who have historically been underrepresented in real estate development.

Proponents must submit a Diversity and Inclusion Plan showing the extent to which they will engage certified Minority-Owned Businesses (“MBEs”), and Women-Owned

Business Enterprises (“WBEs”) (collectively referred to as ‘M/WBEs’) as subcontractors on this project , and demonstrating how they will maximize the economic participation and employment, particularly in management roles, of people of color and women.

Participating MBEs and WBEs must have received or have pending applications for certification under the State of Massachusetts Supplier Diversity Office or the City of Boston. Firms with pending certifications may be included in a proposal on the condition that certification is granted by the start of work or the firm is replaced by a firm certified under the State of Massachusetts Supplier Diversity Office or City of Boston. All replacements or substitutions must be approved by the City of Boston.

The Diversity and Inclusion Plan should address all **phases** of development, as applicable, including but not limited to:

- pre-development (ex. development entity, ownership, equity and debt investment, design, engineering, legal, other consultants);
- construction (ex. general contractor, sub-contractor, trades, workers performing construction, suppliers, engineering and other professional services); and
- ongoing operations (ex. building tenants, facilities management, contracted services).

The Diversity and Inclusion Plan should include the following good faith **measures** relating to M/WBE participation:

- The proponent’s strategy for supplier diversity and M/WBE outreach, including its goals and its good faith efforts the proponent may propose for M/WBE participation. Proposals should indicate what strategies will be pursued, or are being pursued, to identify M/WBE participation, including outreach and identification activities to timely inform the M/WBE community of upcoming opportunities.
- Strategies which support sustainable capacity development in M/WBE firms, such as mentor-protégé relationships or joint ventures. These partnerships for capacity development should describe the impact of participating in this project on the M/WBE firm’s future business growth and opportunities.

- The proponent's strategy to support workforce training/capacity building for populations underrepresented in the construction trades as well as other fields of real estate development.
- A description of the respondent's prior experience and track record undertaking similar programs at other locations including examples deployed on private property.

The Diversity and Inclusion Plan should discuss why it is specific, realistic, executable, and impactful.

5.10 References

Please provide three (3) references, including their contact information and relationship. Reference that can provide information on respondent's record as a tenant/lessee, or business or project partner, is preferred. The City is not responsible or obligated to make multiple attempts to contact references. Note that incorrect contact information or a non-responsive reference will be considered as a negative reference.

5.11 Company Performance

1. Has your company, or any principal member of the proposer, ever failed to complete any work awarded or failed to meet obligations under a lease agreement?
 - a. If the answer is yes, please state all circumstances. The answer to this question must be signed by the appropriate representative, including the name, date, title and full address.
2. Please list any adverse legal judgments against your firm, or any principal member of the proposer, as a result of alleged unsatisfactory performance or breach of contract within the past three years. If your firm was incorporated in the last three years, please also provide the above information for each of the principals of the firm and for any businesses which they have had an ownership interest within the past three years.

5.12 Additional Information

Submit the following forms, which can be downloaded from Event ID # EV00012353 in the Supplier Portal:

- A completed Certificate of Non-Collusion.
- A completed DCAMM Disclosure Statement for Transaction with a Public Agency concerning Real Property. MGL C. 7C, s. 38.
- A completed Minimum Quality Requirements Form
- A completed Contractor Certification Form

Please also provide any other information about the Respondent's experience or qualifications to perform the Services that have not been presented in previous responses and that the Respondent believes is relevant to this RFP.

5.13 Financial Proposal

Offered price is one of the many factors used in determining the most advantageous proposal.

The price proposal should include four components:

1. **Base Rent:** This is the minimum annual rent that you propose to pay for the lease. All price proposals must propose an annual base rent of no less than \$400,000.00, to be paid in 12 equal monthly installments. Price proposals must include at least a 3% annual increase in the Base Rent. Because the community-centered evaluation and contract negotiation process may result in modifications to how much of your Proposed Program the City/BPS agree may be included in any final agreement you may offer a proposed base rent for your full proposed program, $\frac{2}{3}$ quantity of your proposed program, and $\frac{1}{2}$ quantity of your proposed program.
2. **Revenue Sharing/Additional Rent:** Identify and describe all potential sources of revenue and propose whether, and on what basis, you propose to include any portion of those revenues as Additional Rent to the City in excess of the Base Rent.
3. **Community Mitigation and Investment:** For informational assessment purposes, please identify an approximate amount of funding or resources that you would be prepared to commit to any separate funding or

operational commitments to mitigate impacts on stakeholders.

Using the price proposal form which can be downloaded from Event ID # EV00012353 in the Supplier Portal, clearly outline the financial offer. Submit the form in both Excel and PDF format. The PDF version must be signed by the authorized principal.

5.14 Proposal Checklist

CHECKLIST FOR SUBMITTING PROPOSAL <i>(for your use only; you do not need to submit this checklist)</i>	RFP SECTION	COMPLETE (✓)
A. TECHNICAL PROPOSAL		
Cover Letter and Executive Summary	5.1	
Description of the Respondent	5.2	
Description of your Proposed Program	5.3	
Proposed Investments in the Stadium	5.4	
Facilities Management and Operations	5.5	
Transportation Management Plan	5.6	
Description of Park Activation	5.7	
Description of Economic Development Benefit to the Area	5.8	
Diversity and Inclusion Plan	5.9	
References	5.10	
Company Performance	5.11	

Additional Information <ul style="list-style-type: none"> • Certificate of Non Collusion • DCAMM Disclosure Statement for Transaction with a Public Agency Concerning Real Property • Minimum Quality Requirements Form • Contractor Certification Form • Other additional information 	5.12	
B. PRICE PROPOSAL <i>Did you upload/submit the price sheet separately?</i>		
Price Proposal Form <ul style="list-style-type: none"> • PDF file with signature • Excel file 	5.13	

VI. EVALUATION OF PROPOSALS AND SELECTION CRITERIA

A. MINIMUM QUALITY REQUIREMENTS:

The RFP Evaluation Committee will be responsible for the evaluation of the proposals. Each proposal will be initially evaluated to determine whether the Respondent submitting the proposal meets the minimum quality requirements (See the Minimum Quality Requirements form attached to the Event ID # EV00012353 in the Supplier Portal). The proposal(s) that the City determines to have met the minimum quality requirements will then be rated according to the evaluation criteria described below. **Those Respondents that do not meet the minimum quality requirements are subject to rejection and elimination from further consideration.**

B. COMPARATIVE EVALUATION CRITERIA

The following are the technical criteria that the Awarding Authority's evaluators will use in rating responses to this RFP.

For each evaluation criterion, the evaluators shall individually assign a rating of one of the following:

- **Highly Advantageous:** The Project Team meets **MOST** of the qualifications listed.
- **Advantageous:** The Project Team meets **SOME** of the qualifications listed.
- **Not Advantageous:** The Project Team meets **FEW** of the qualifications listed.
- **Unacceptable:** The Project Team meets **NONE** of the qualifications listed.

In assigning an overall rating to proposals the selection committee shall have discretion to weigh different criteria in any manner which it deems most advantageous for the City. Evaluation criteria do not carry any set value, and this RFP does not imply any correlation between the number of comparative requirements relating to a particular area and the importance of that area to the selection committee.

CRITERION #1: Enhances BPS Athletics Program

- The proposal will coexist with all, or nearly all, current BPS athletic programming at reasonable times OR the only impacts to BPS athletic impacts are to uses that can be accommodated on the nearby Playstead fields.
- The proposal offers programmatic benefits that will enhance the BPS athletics program.
- The athletic facilities made available for BPS through any proposed redevelopment and/or improvements are of higher quality than what is currently available to BPS students.

CRITERION #2: Activation of Franklin Park

- The proposal will contribute to the activation and usability of Franklin Park in line with the values and aspirations expressed in the Franklin Park Action Plan
- The proposal offers benefits to current park users and existing institutions, including the Zoo.
- The proposal will have minimal negative impact on the existing programming and operations of Franklin Park.

CRITERION #3: Economic Development and Community Benefits

- The proposal will contribute to the economic development of Boston, and specifically the communities surrounding Franklin Park.
- The proposal demonstrates a commitment to supporting activities that will bring Boston families and other people to the area as customers and future patrons.
- The proposal includes additional benefits to the local community above those generated by the proposed program itself.

CRITERION #4: Team's Demonstrated Ability to Deliver its Proposal

- The proponent team has significant experience successfully operating the uses proposed for the stadium
- The proposed improvements and ongoing operations of the proposed programs are financially feasible.
- The proponent has significant experience managing construction projects of

the scale of any improvements proposed or anticipated for the Stadium.

- The facilities management and operations plan is feasible and well thought through.

CRITERION #5: Transportation Plan

- The transportation plan provides a credible, specific path to minimize negative community impacts
- The transportation plan provides a credible, specific path to minimize vehicular use
- The transportation plan provides specific, realistic, data-informed, and implementable recommendations for all aspects of transportation management related to the stadium
- The transportation plan is backed with detailed analysis and data to underpin recommended strategies.

CRITERION #6: Diversity and Inclusion

- The Diversity and Inclusion Plan is specific, realistic, and executable.
- The Diversity and Inclusion Plan demonstrably increases opportunities for sustained, long-term participation and capacity building for people of color, women, and certified M/WBEs
- The Diversity and Inclusion Plan addresses each phase and measure noted in section 5.9.

C. RULE FOR AWARD

The contract for the lease of the Leased Premises will be awarded to the most advantageous proposal(s) based on the selection criteria outlined above in addition to the price proposals and the respondent's acceptance of the RFP and anticipated lease terms summarized in Section VII, Terms and Conditions, as well as Appendix D. The successful respondent(s) will be deemed, in the opinion of the City, to be the most responsive and acceptable proposal(s) taking into consideration the experience of the respondent, the quality of premises to be leased, and their conformity with the specifications required, including price.

The composite ratings and reasons of the RFP Evaluation Committee will be

presented to the Chief Procurement Officer's designee for review and approval. The City reserves its right to require clarification and explanation from all Respondents on their price proposals if such is necessary to understand and evaluate the same. The Chief Procurement Officer's designee will determine the most advantageous proposal from a responsive and responsible Respondent, taking into consideration the price proposals and the evaluation criteria in the RFP.

The City retains the right to not award to any proposer.

VII. TERMS AND CONDITIONS

7.1 City's Right to Reject

The City is under no obligation to proceed with this RFP and may cancel the RFP at any time with or without the substitution of another. The City reserves the right to reject in whole or in part any or all Proposals, when the City determines that rejection serves the best interests of the City. The City may waive minor informalities in the Proposal or allow the Respondent to correct them.

7.2 Proposal Costs

Any and all costs incurred by any Respondent in responding to this RFP, or in otherwise developing proposals, are entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the City.

7.3 Use of City Name

The proposer and any Subcontractor(s) agree not to use the City of Boston name or seal, or that of any other City Agency or Department in advertising, trade literature, or press releases without the prior approval of the City.

7.4 Award and Contract

If a lease is awarded, the lease will be awarded to that responsive and responsible Respondent whose Proposal is deemed most advantageous to the City taking into consideration the evaluation criteria, Proposal Pricing, and acceptance of these Terms and Conditions. The City will contract with the selected Respondent that best meets the City's needs and may not necessarily make an award to the lowest price bidder.

An award letter or award notification is not a communication of acceptance of a Respondent's proposal. No final award has been made until final execution of a lease by the selected Respondent and the City of Boston (by its Awarding Authority/Official and the City Auditor), and the approval of the final lease by the

Mayor of Boston. Until such time, the City may reject any or all proposals or elect not to proceed with this RFP.

7.5 Prevailing Wage

The successful respondent will pay prevailing wages to all covered employees in any construction undertaken on the Stadium as defined in MGL C. 149, ss. 26 - 27D, and will comply with all other applicable laws relating to the construction of improvements, which may include public construction procurement laws.

7.6 Minimum Insurance Requirements

The Lessee will provide and maintain during the term of the lease all insurance required below with respect to the lease of White Stadium and the performance of any work undertaken by the Lessee, its agents and employees. Lessee will also be responsible to ensure that its vendors, contractors and subcontractors maintain similar limits of insurance, or as appropriate for the risk.

Insurance will be issued by insurers with a minimum AM Best Rating of A-VII. Insurance Certificates on Acord Forms evidencing requirements below must be provided to the Official prior to work being performed, with renewal certificates provided within 30 days of expiration. Complete copies of policy and endorsements may be required.

Notwithstanding requirements below, the Landlord may at any time request that the amounts and types of coverage be increased if necessary for adequate protection, based on the standard of a prudent landlord of similar space in Boston, Massachusetts. These requirements shall not be construed to limit the liability of the Contractor or its insurer. Failure to maintain such insurance throughout the Contract period will constitute a material breach of contract and be grounds for termination.

Minimum Scope and Limit of Insurance

1. Commercial General Liability: Including bodily injury, property damage, products and completed operations, personal and advertising injury with

limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit subject to a per location aggregate.

2. Property Management Professional Liability with limits no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. If the policy is on a claims-made basis retroactive date must be before contract begin date, and insurance must be maintained for at least three years after termination of contract
3. Liquor Liability Insurance for (\$2,000,000) per occurrence if alcohol will be provided by a Licensee, caterer or other vendor who is in the business of selling or furnishing alcohol.
4. Automobile Liability: All motor vehicles, including Hired and Non-Owned, used in connection with the Agreement; \$1,000,000 combined single limit per accident.
5. Workers' Compensation: As required per Massachusetts General Law c.152 Employer's Liability E.L. \$1,000,000 per accident and employee, including disease
6. Umbrella Liability excess of General Liability, Auto Liability and Employer's Liability for \$25,000,000 Each Occurrence/Aggregate.
7. Property Insurance on all risk basis including all causes of direct physical loss including flood, earthquake and windstorm, covering:
 - a. The Premises. The insured value will not be less than one hundred percent (100%) of the full replacement cost of the Premises and leasehold improvements, not subject to a co-insurance penalty. Such full replacement cost shall be recalculated upon the Landlord's demand but not more frequently than any twenty-four (24) calendar months. Landlord may require an appraisal be performed by an MAI appraiser as designated by the Landlord, at the Lessee's sole cost and expense.

Property policy must specifically extend to property undergoing construction, subject to full replacement cost without a co-insurance penalty. If not included a separate builders risk policy subject to the same terms as the property policy.

- b. Personal property contents thereof. The insured value should not be less than one hundred percent of the full replacement cost of tenant's business personal property and shall not contain a coinsurance percentage.
- c. Loss of Income with limit equivalent to potential loss of income for 36 months.

General Conditions

- City of Boston will be named as Additional Insured for General Liability, Automobile Liability, and Liquor Liability.
- The Property Policy and Builders Risk will be endorsed naming the Landlord as Loss Payee with respect to proceeds attributable to the Premises.
- Insurance shall be primary and non-contributory over any such insurance or self-insurance available to the City of Boston, its officials, employees and volunteers.
- Waiver of Subrogation will be included for all coverages in favor of City of Boston. The Workers Compensation Policy will be specifically endorsed as such.
- All policies will be endorsed to provide thirty days written notice to the certificate holder, the City of Boston, in the event of cancellation, non-renewal or material changes in coverage.

7.7 City of Boston Standard Contract Forms

The following standard contract forms are listed for informational purposes only. These forms will be a part of the contract that the City will sign with the selected Respondent. Respondents are not required to submit these forms with their proposals.

1. Certificate of Authority (Form CM-06)
2. Vendor Certification (Form CM-09)
3. Standard Contract and General Conditions (Form CM 10 and 11)
4. C.O.R.I. Forms, including City Ordinance
5. Wage Theft Prevention Form (Form CM-16)

7.8 Additional Reviews

The selected Respondents are subject to the following additional reviews and must satisfy the stated requirements prior to execution of a contract. In the event that a Respondent does not satisfy these requirements, the City may rescind its award notification and cancel the RFP process in whole or part, or the City may rescind its award notification and proceed to the next highest-ranked and eligible Respondent.

1. *Tax Delinquency Review:* The City of Boston Collector-Treasurer's Office will conduct a review of the selected Respondent's property tax history. The selected Respondent cannot be delinquent in the payment of taxes on any property owned within the City of Boston. The selected Respondent must cure such delinquency prior to execution of a lease. If the selected Respondent has been foreclosed upon by the City of Boston for failure to pay property taxes, then said Respondent will be deemed ineligible for a contract offered pursuant to this RFP, unless such Respondent promptly causes the decree(s) or judgment(s) of foreclosure to be vacated by the Land Court and the City made whole. The City, in its sole discretion, shall determine the timeliness of the selected Respondent's corrective action in this regard and will disqualify the Respondent if vacating the tax-title foreclosure is not prosecuted expeditiously and in good faith, so as to avoid undue delay.
2. *Water and Sewer Review:* The City of Boston Water and Sewer Commission will conduct a review of the selected respondent's water and sewer account(s). The selected respondent cannot be delinquent in the payment of water and sewer charges on any property owned within the City of Boston and, if found to be delinquent, must cure such delinquency prior to execution of a contract for lease.
3. *Property Portfolio Review:* The City will review the selected respondent's portfolio of property owned to ascertain whether there has/have been abandonment, Inspectional Services Department (ISD) code violations, or substantial disrepair. If unacceptable conditions exist in the selected Respondent's property portfolio, the City may deem the selected respondent ineligible for contract for lease.

Appendices

The following documents are attached in the Supplier Portal as appendices.

- **Appendix A.** Stadium Usage Details
- **Appendix B.** White Stadium Existing Conditions Aerial - Showing Leased Premises
- **Appendix C.** White Stadium Existing Conditions Plan - Showing Leased Premises
- **Appendix D.** Additional Lease Terms and Conditions

EXHIBIT D

Boston Unity Soccer Partners Proposal

(see attached)

[Exhibit D]



WHITE STADIUM RENOVATION

TECHNICAL PROPOSAL

June 26, 2023 | RFP #EV00012353

WHITE STADIUM RENOVATION

TECHNICAL PROPOSAL

June 26, 2023 | RFP #EV00012353

Submitted By

Boston Unity Soccer Partners LLC

Prepared By

Able  **Stantec**
company

With

  
HOWARD STEIN HUDSON

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Table of Contents

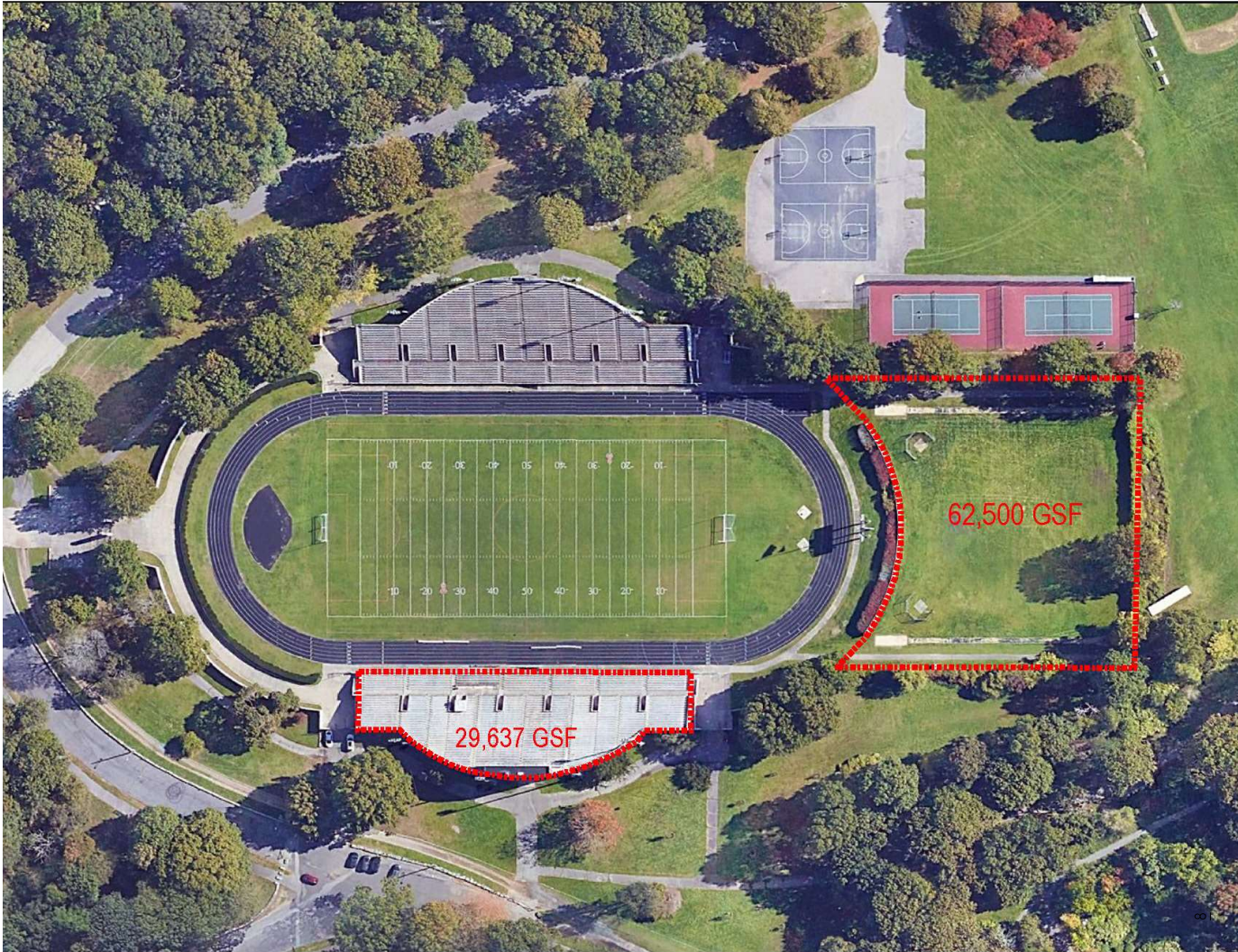
5.1	Cover Letter & Executive Summary	07
5.2	Description of the Respondent	13
5.3	Description of Your Proposed Program	21
5.4	Proposed Investments in the Stadium	45
5.5	Facilities Management and Operations	67
5.6	Transportation Management Plan	79
5.7	Description of Park Activation	81
5.8	Description of Economic Development Benefits and Community Benefits	89
5.9	Diversity and Inclusion Plan	97
5.10	References	101
5.11	Company Performance	103
5.12	Additional Information	105
5.13	Financial Proposal <i>Attached Under Separate Cover</i>	

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The background of the page is a soft-focus photograph of green leaves, likely from a tree, with prominent veins. The leaves are scattered across the page, with some in sharp focus and others blurred.

5.1 **COVER LETTER & EXECUTIVE SUMMARY**

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June 26, 2023

Morgan McDaniel
Deputy Chief of Operations
City of Boston

Proposal for: Lease Of The West Grandstand And Adjacent Areas Of White Stadium In Public-Private Partnership To Achieve City's Comprehensive Stadium Renovation Plan To Serve Boston Public School Athletics

RFP# EV00012353

Dear Ms. McDaniel,

With great enthusiasm, Boston Unity Soccer Partners is pleased to present you with our RFP proposal to partner with the City of Boston, the Boston Public Schools and the neighboring communities to transform White Stadium into an improved home for BPS students and a home pitch for Boston's new National Women's Soccer League (NWSL) team. We believe that sport brings communities together and presents a unique opportunity to forge connections across neighborhoods, race, gender and economics. As one of America's first professional sports teams that is owned, managed, and operated by women, we also believe that women's sports can be a force for good. We are dedicated to partnering with members of the surrounding communities to collaboratively drive wide-ranging and long-lasting benefits back into these communities. Boston has an unparalleled legacy of championship teams and a passionate fan base that expects and deserves excellence. Our mission is to field a championship-caliber soccer club, provide an elite fan experience in a historic stadium with an inclusive environment that reflects the diversity of our region and the world's most popular sport, and operate a franchise that is deeply rooted in the fabric and success of Boston and our communities' culture.

Boston Unity Soccer Partners commits to ensuring that our renovations and financial investment also support park priorities in collaboration with the City of Boston, The Franklin Park Zoo and the Franklin Park Coalition. The opportunities for new and enhanced community programming that will come with stadium improvements alongside our team's soccer games will add to the vibrancy, activation and use of the Park. The improved lighting and enhanced security that we introduce will increase public safety that is considerate of, and aligned with community values. Furthermore and in recognition of the corresponding impacts generated by the growth in new visitors, we will respectfully and thoughtfully conduct an in-depth transportation and parking management plan developed and refined through public process and community engagement to mitigate the increased activity.

We believe that a stadium can serve as a catalyst for positive change, fostering economic growth, community engagement, and social development. We will focus our economic and community benefits with a priority on the neighborhoods around the stadium. We are actively seeking opportunities to contract with and hire from the diverse communities of Roxbury, Dorchester, Jamaica Plain and Mattapan. We will center this project through an equity lens and move forward ready to listen, learn, and partner in ways that are authentic, intentional, and considerate of the rich history and future aspirations of the community surrounding White Stadium.

In our renovation plan, we will be ready to play in a substantially improved stadium for the 2026 season. Our mission-aligned ownership group looks forward to partnering with the City to create a world class sports facility with long lasting community impact. We thank you for your consideration and welcome this chance to enter into this exciting public-private partnership.

Sincerely,

Jennifer Epstein
Controlling Manager, Boston Unity Soccer Partners LLC
contact@nwslboston.com

EXECUTIVE SUMMARY

5.2 Description of the Respondent

Description of the Respondent - Boston Unity Soccer Partners LLC is a women-owned and women-managed, National Women's Soccer League professional club who wishes to partner with the City of Boston and the Boston Public Schools to bring this team to White Stadium. The dynamic executive team, led by Bostonian Jennifer Epstein (Controlling Manager), features a strong and diverse ownership group that has the experience, resources and vision to achieve this ambitious proposal.

5.3 Description of the Proposed Program

The programmatic vision for the Boston Public Schools and Boston Unity partnership is holistic, taking into account both the stadium renovation as well as landscape activation of Franklin Park.

The West Grandstand and the Grove will be improved to allow Boston Unity to conduct first class sporting events at the stadium and also fully support the expanded program of use by Boston Public Schools.

In addition, a compendium of possible program usage of the stadium has been diagrammed for Boston Public Schools, Boston Unity, public organizations, public uses, and community businesses. Boston Unity intends to hold approximately 20 games per season at the stadium (predominantly on the weekends) in concert with the BPS and City of Boston scheduled use of the stadium. The Grove will be open year-round as an amenity space supporting a variety of uses that will activate Franklin Park and support community programming in accordance with the Franklin Park Master Plan.

5.4 Proposed Investments in the Stadium

Boston Unity proposes to renovate and add to the existing West grandstand, improve the field and environs, and add an event space in the fenced-in area south of the track. It is understood that the City of Boston will renovate the East grandstand. All of these investments directly improve the facilities available to the Boston Public Schools.

Our conceptual design thoughts respond to the existing architectural attributes of the 1950's Stadium and its location within Franklin Park. Aspirational renderings convey the exciting possibilities for the future of White Stadium.

It is the expectation of Boston Unity that a design development review process will be conducted for the combined project at the

stadium, including public process to achieve a community-informed approach to the improvements and operations of the stadium. Boston Unity has established a timeline to responsibly conduct this process and the subsequent construction work to allow for the team to hold its games at White Stadium for the 2026 season starting in March 2026.

5.5 Facilities Management and Operations

Boston Unity will manage and maintain, in a first-class manner commensurate with a professional sports stadium, the Leased Premises of the west grandstand and the Grove as well as the shared soccer field. Boston Unity, in collaboration with the City of Boston agencies, the BPS and the surrounding neighborhoods, will develop a robust Game Day Operations Plan that will properly address communication, neighborhood game day concerns, security, access, transportation, and clean up during and after the game.

5.6 Transportation Management Plan

Boston Unity games will be governed by a Transportation Management Plan for these events, to be developed through public process and community participation. White Stadium is well served by public transit from several bus lines including the Silver Line and the Orange Line T stops of Stonybrook and Green Street stations on the Orange Line. Parking will be managed so that fans coming to the stadium will be required to have assigned parking at dedicated and approved lots and areas managed by the team and bought by fans prior to arriving at the stadium. These dedicated parking areas will be further served by shuttle buses so that the games are accessible and so that traffic impact to the surrounding community is minimized.

5.7 Park Activation

The event space, named The Grove, is integral to the activation of the park and provides a wonderful opportunity to improve connections from the stadium to the park while also creating new amenities for stadium visitors, park goers and the local neighborhood.

Our conceptual design ideas are guided by the Franklin Park Action Plan and show how the Grove may be sensitively integrated into the park topography, respecting the park setting, the mature tree plantings and the historic Olmstedian aesthetic. Our thoughts show how arriving at the Grove can strengthen the wider park program

and experience and how the space can provide an exceptional park facility for a wide variety of sporting, private and community events.

5.8 Economic Development Benefits and Community Benefits

We believe that a stadium can serve as a catalyst for positive change, fostering economic growth, community engagement, and social development. We hope to implement a range of economic strategies that will benefit the diverse communities around Franklin Park. We intend to draw from and foster people and businesses from these communities to create a lasting economic engine. We hope to achieve over 50% of our contracts from within these neighborhoods.

Boston Unity also recognizes the unique opportunity to partner meaningfully with the Boston Public Schools to help in developing Boston's youth. We have outlined many opportunities we intend to establish including subsidized rates for BPS kids to Boston Unity games, the Boston Unity Mentorship Program, Boston Unity Internship Program, the Boston Unity Scholarship Fund and support for inclusion in the Boston Unity Soccer Academy programs run by the team. We look forward to furthering a deep and productive relationship with the BPS to the benefit of these kids and their families.

The Boston Unity Annual Fund will be a source of significant benefit to the local communities. We will, in collaboration with local leadership and the City of Boston, provide financial support focusing on the four pillars of (a) youth development (b) health and wellness, (c) local business development, and (d) Franklin Park.

5.9 Diversity and Inclusion

Boston Unity is a women-owned, women-run business and is dedicated to advancing opportunities for women and girls. We also understand the relationship between Franklin Park and the surrounding communities predominantly consisting of black and brown people. We are committed to partnering strategies that will achieve success for our team and lasting economic and social wealth in these communities. We intend to strive for a hiring and contracting threshold of 50% MBE/WBE in all our endeavors.

5.2

DESCRIPTION OF THE RESPONDENT

The Respondent to this City RFP is Boston Unity Soccer Partners, LLC, a Delaware limited liability company, submitting on behalf of itself and its affiliates as set forth herein. The Respondent is currently and will be comprised of four basic companies as described in more detail below:

- **Boston Unity Soccer Partners, LLC** — *the current controlling owner of the entire enterprise*
- **Boston Unity Soccer Club LLC** — *a Delaware limited liability company which is the current holder of the Boston franchise rights in the NWSL (i.e. the "team itself"), owned 100% by Boston Unity Soccer Partners LLC*
- **White Stadium Operating Company LLC** — *a new Delaware limited liability company to be formed to serve as the operating entity for all of the Respondent's activities and responsibilities at White Stadium, to be owned 100% by Boston Unity Soccer Partners, LLC*
- **Grove Operating Company, LLC** — *a new Delaware limited liability company to be formed to serve as the operating entity for all of the Respondent's activities and responsibilities at "The Grove", to be owned 100% by Boston Unity Soccer Partners, LLC*
- **Boston Unity Community Action, LLC** — *a new non-profit entity to be formed for the purpose of organizing, sponsoring and funding neighborhood and community based events and initiatives*

The Respondent's organizational plan below depicts and outlines the contemplated entity interfaces between the City of Boston / Boston Public Schools Department, and the Respondent's operating companies.

The Respondent will contribute capital to the funding of allocable physical improvements at White Stadium, as determined in definitive documentation resulting from a successful award.

The Respondent itself is unique — a Boston based professional sports enterprise formed by women, lead-funded by women, controlled by women, and dedicated to promoting women's sports and advancement at all levels. The entrepreneurial talents and experience brought to the endeavor by its principals is formidable. The Respondent's dedication to community based outreach and DEI inclusion is clear. Their mission is success — not only on the NWSL soccer field — but in fostering community and neighborhood projects and initiatives from the Playstead fields and beyond, as well.

The biographic synopses of the Respondent's principals (set forth herein) reflect the background, expertise, experience and high level professionalism these individuals have brought to their own entrepreneurial pursuits, and will bring to the joint success of a White Stadium revitalization as partners with the City of Boston.





JENNIFER EPSTEIN



STEPHANIE CONNAUGHTON



AMI KUAN DANOFF



ANNA PALMER



JASMINE ROBINSON



LINDA WHITLOCK

Boston Unity Lead Ownership

Jennifer Epstein

Jennifer Epstein was born and raised in the city of Boston and has spent her life an avid Boston sports fan. The Epstein family became co-owners and managing partners of the Boston Celtics basketball franchise in 2002. As an owner of the team, she has seen first hand how sports not only fuels the excitement, energy and passion of a city, it also is a vehicle for community impact.

Believing in the power of female-led, diverse leadership teams to drive greater returns, Jennifer Epstein founded Juno Equity in 2018 to make seed round investments in female founded companies, largely in the consumer, tech and sports industries. In addition to Juno Equity, Jennifer is also a co-founder of Wildlife Hospitality, the creator of 3 award-winning, highly successful restaurant concepts in the Boston area. Alongside the business ventures that she is leading, Jennifer has also participated in her family's real estate company The Abbey Group's development projects for over 20 years, and continues to act as a major investor and shareholder in their current developments.

Jennifer is a member of the Board of Trustees of the Institute of Contemporary Art where she has established a fund for women artists, a founding member of the Gillian Reny Stepping Strong Center for Trauma Innovation Advisory Board at Mass General Brigham, and a Member of the Now + There Advisory Board and Triennial Task Force. Jennifer holds a BA from University of Pennsylvania and a JD from Boston College.

Stephanie Connaughton

At age 3, Stephanie Connaughton exclaimed to her Dad that she wanted to grow up to be Speedy Duncan, a punt returner for Washington's NFL team. He was simply the fastest human she had ever seen.

While a football position would elude Stephanie, she would go on to become someone who takes on challenges that others shy away from. She pioneered some of Gillette's major breakthroughs including the original Venus razor and a home laser hair removal device. She launched Gillette's first powered razor and architected 7 brands.

Most notably, she was a core part of the team that led the transformation of a new

female shaving business unit. She learned that a previously overlooked business can flourish with independent leadership.

Today, Stephanie splits her time between angel investing, advising and mentoring early stage start-ups & social impact investing focused on organizations tackling gender based violence. She is the Board Chair for Courageous Parents' Network and Board Member for Garbo.io She has deep ties with several Boston institutions including: Boys and Girls Club of Boston; ICA Boston; and Harvard University. She is an avid Patriots fan, a collegiate lacrosse player, an inventor of a yoga mat with 4 utility patents, and a mother of twins. Her family is a part of an investor/founder group and Board Member of the Boston Celtics.

Ami Kuan Danoff

Ami Kuan Danoff is a proud Bostonian of over 40 years who is passionate about building and expanding opportunities for all in our community, most notably through her work as the co-founder and CFO of the Women's Foundation of Boston. WFB is a nonprofit dedicated to the economic empowerment of the women and girls of Greater Boston by creating and funding high-impact leadership and economic programs in partnership with local nonprofits. With grant commitments of nearly \$6m over the past 5 years to programs in sports, STEM education, financial literacy and job training, WFBoston has benefited over 13,000 Boston-area women and girls.

Ami has built extensive business relationships and expertise during her previous career as a portfolio manager in global equities at Putnam Investments and co-manager of the Putnam International New Opportunities Fund and as an international equities analyst at Fidelity Investments. She continues to be an avid investor, especially in start-ups.

Ami is also deeply engaged in Boston's academic and research communities, as a Harvard Quantum Founder and a member of the Harvard FAS Dean's Council. She earned her bachelor's degree from Harvard University and holds a dual master's degree from the Sloan School of Management at MIT.

Anna Palmer

In 2009 Anna Palmer went to a USMNT game and instantly fell in love with soccer. The sense of passion and community was unrivaled as a fan. Anna carried both her love of

soccer and of community with her as she launched her career, now a General Partner at Flybridge Capital, where she invests in early stage technology companies.

Prior to Flybridge, Anna founded her first company, Fashion Project, in 2012 after graduating from Harvard Law School, scaling it to fund over 2000 charities, and working with Neiman Marcus, New York Fashion Week, and celebrities like Zendaya and Heidi Klum. In 2016, Anna co-founded XFactor Ventures- now one of the most active seed stage funds backing women with 80+ portfolio companies and 23 investing partners spanning six cities and in 2019, Dough Collective, a marketplace for women and minority-owned products, sold to IMC in 2021.

She has been named a Modern Innovator to Watch by InStyle Magazine and featured in Forbes, TechCrunch, The Boston Globe, InStyle Magazine, CNBC SquawkBox, Fortune, and more. She is profiled in the books Launching While Female and CounterMentor Leadership.

Anna recently joined the board of the New England Venture Capital Association.

She holds a B.A. from Eureka College, where she is a member of the Board of Trustees, and a J.D. from Harvard Law School.

Jasmine Robinson

Jasmine grew up the daughter of an NFL player at a time when salaries were low and media revenue was nascent. She's had a unique backstage pass to the player's side of the business during the incredible growth of the NFL. Her lifelong passion for sports led her on a path culminating in co-founding Monarch Collective, a fund exclusively focused on investing in women's sports.

Prior to Monarch, Jasmine joined the San Francisco 49ers from Bain as they were in the process of building the largest privately financed stadium. There, she had an opportunity to change the revenue profile of the team — which they did — moving from the bottom of the league to the top. Jasmine worked on nearly every aspect of the 49ers' business and learned from some of the best in the business — she was involved in negotiating key licensing deals, optimizing the margin profile of core revenue streams, and designing elements of the fan experience. Following the 49ers, she then joined Causeway where she invested in emerging sports leagues to innovative sports media companies.

Jasmine holds an M.B.A from Stanford and a B.A. from Harvard University.

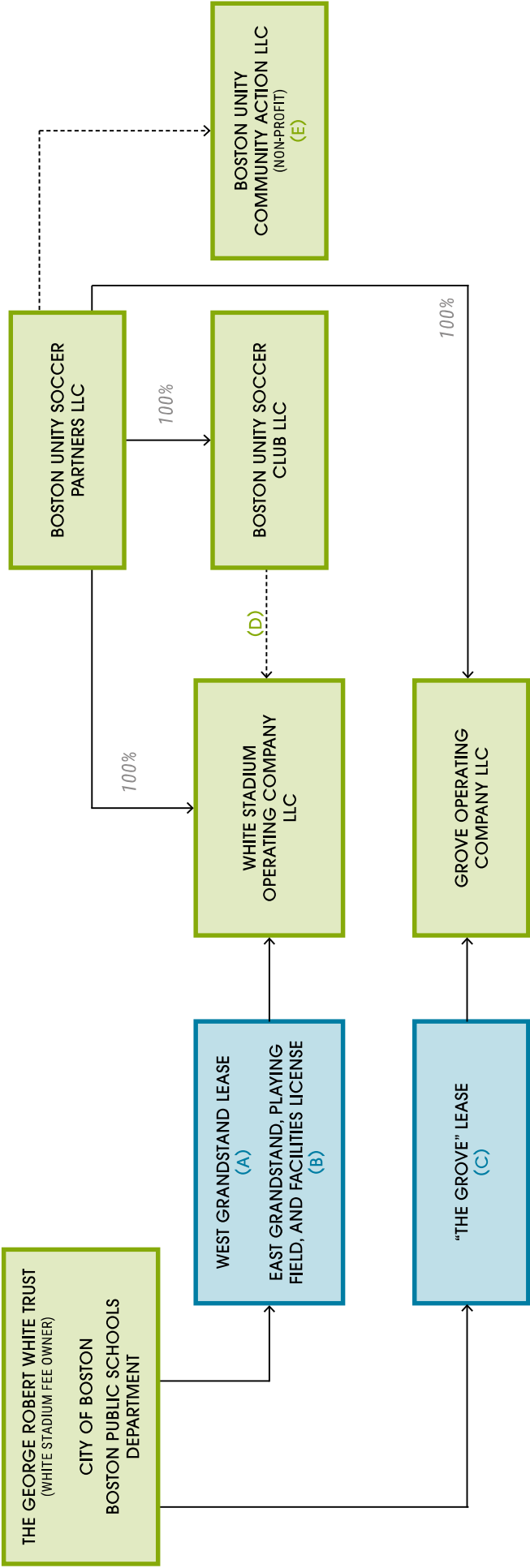
Linda Whitlock

Linda Whitlock, has won widespread respect for a strong record of effective management, board leadership, and public service. Appointed by President Biden to the Presidential Commission on White House Fellows, Linda recently stepped down from the board of Cambridge Trust Company. She is on the board of the Red Sox Foundation, and is a director of the National Association of Corporate Directors New England, a member of the President's Advisory Committee at Brigham and Women's Hospital, and the co-chair of the Quin Impact Fund, a private Boston philanthropy.

A Principal of The Whitlock Group, providing strategy consulting, Linda is the former Nicholas President and CEO of Boys & Girls Clubs of Boston, which serves over 14,000 youth in under served communities in the region, and the former Vice President of Harvard Real Estate. Linda taught at MIT, Tufts, and the University of Michigan, and served in the administrations of MA Governors Dukakis and King. Linda was inducted into the Greater Boston Chamber of Commerce's Academy of Distinguished Bostonians in 2009 and has been recognized by many other business and civic institutions, including the Boston Business Journal, the Boston Municipal Research Bureau, the Anti-Defamation League, Boston Celtics, and Boston Magazine, among others.

Linda is an alumna of Mount Holyoke College, received her MA from the University of Michigan, and was awarded honorary doctorates by Suffolk University, Babson College, and Pine Manor College. She completed Executive Education programs at Harvard Business School, the Harvard Kennedy School of Government, and the Aspen Institute.

With her attorney husband, Marc Cumsky, Linda has been an avid investor in early-stage companies in the life sciences, real estate, and hospitality sectors. She has long been engaged in leadership development, mentoring, and wealth building activities for women and girls and for people of color.



- (A) City leases West Grandstand to White Stadium Operating Company (365 days/year)
- (B) City licenses use of the East Grandstand and Facilities to White Stadium Operating Company (game days)
- (C) City leases "The Grove" to Grove Operating Company (365 days/year)
- (D) White Stadium Operating Company licenses use of all premises to Boston Unity Soccer Club for game days
- (E) Boston Unity Community Action will engage in separate community-based non-profit events with the City by mutual agreement

Great public landscapes are never finished.

They are living things whose cultural (and practical) significance is altered by each generation that engages with them. They require re-evaluation and change to best serve their communities. But that change must be guided by a careful understanding of the history of the place, including its natural, cultural and designed systems.

Franklin Park Action Plan

5.3

DESCRIPTION OF YOUR PROPOSED PROGRAM

Partnership with Boston Public Schools

Boston Unity is excited to commit to the City's vision of restoring White Stadium as a central hub for BPS athletics, and enhancing and complementing the City's athletic offerings with the resources necessary to bring and maintain a world class facility for women's soccer to this site.

These resources will improve BPS' ability to use the stadium for sports across the spring, summer, and fall seasons, school day games, and graduation ceremonies. Through significant facilities improvements (see 5.4), Boston Unity will provide a high quality, appropriate athletic experience for all student athletes and spectators, while expanding opportunities to host athletic events.

In the following pages we will illustrate our initial thoughts about how Boston Unity and BPS can benefit programmatically from this partnership. **We look forward to building a productive working relationship that results in a coordinated vision and schedule of events where BPS sports usage and Boston Unity games activate Franklin Park to better serve Boston families and residents, amplify White Stadium as a magnet destination, and unify the park with a consistent standard of care.** Please refer to Section 5.8 for a full description of additional benefits to the Boston Public Schools.

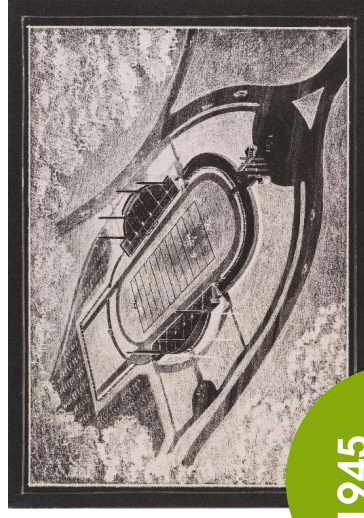
Additional Program Opportunities

A renovated and accessible stadium with restrooms, water fountains, covered seating, and a well maintained field will also benefit current and future stadium and park programming beyond Boston Public School uses, such as cultural festivals, the Half Marathon finish, and Special Olympics, in conformance with the goals of further activating Franklin Park.

We have just begun to engage in a dialogue with community members, leaders and neighborhood businesses to co-create an expanded program beyond BPS uses that can take advantage of the stadium renovation and the addition of a new The Grove to the south, as well as improved connections and programs surrounding the Stadium.

THE HISTORY OF WHITE STADIUM

When considering future programs on the site, we need to understand the history and importance of this place to the surrounding communities and City of Boston.



1945

Artist's architectural rendering of the prospective stadium



1949

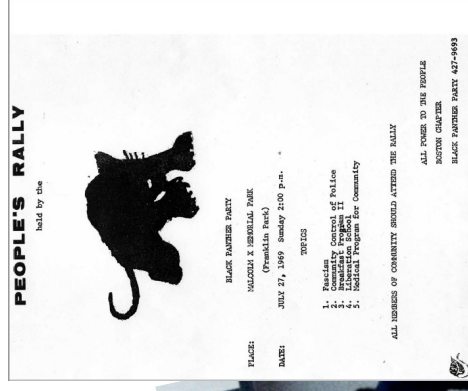
Cover of the dedication ceremony pamphlet at the stadium's opening day

1947

Newspaper clipping of an aerial photo of the stadium mid-construction



1969



1974

Concert series for the community ft. Tower of Power, The Isley Brothers & more (\$5.50 tickets)



2022

ASPIRATIONAL VISION FOR THE FUTURE OF WHITE STADIUM

The programmatic vision for the Boston Public Schools and Boston Unity partnership is holistic, taking into account both the stadium renovation as well as landscape activation of Franklin Park (please refer to Section 5.7).

ENTRY
PLAZA

THE
GROVE

CANOPY
WALK

OVERLOOK

LANDFORM

PLAYSTEAD

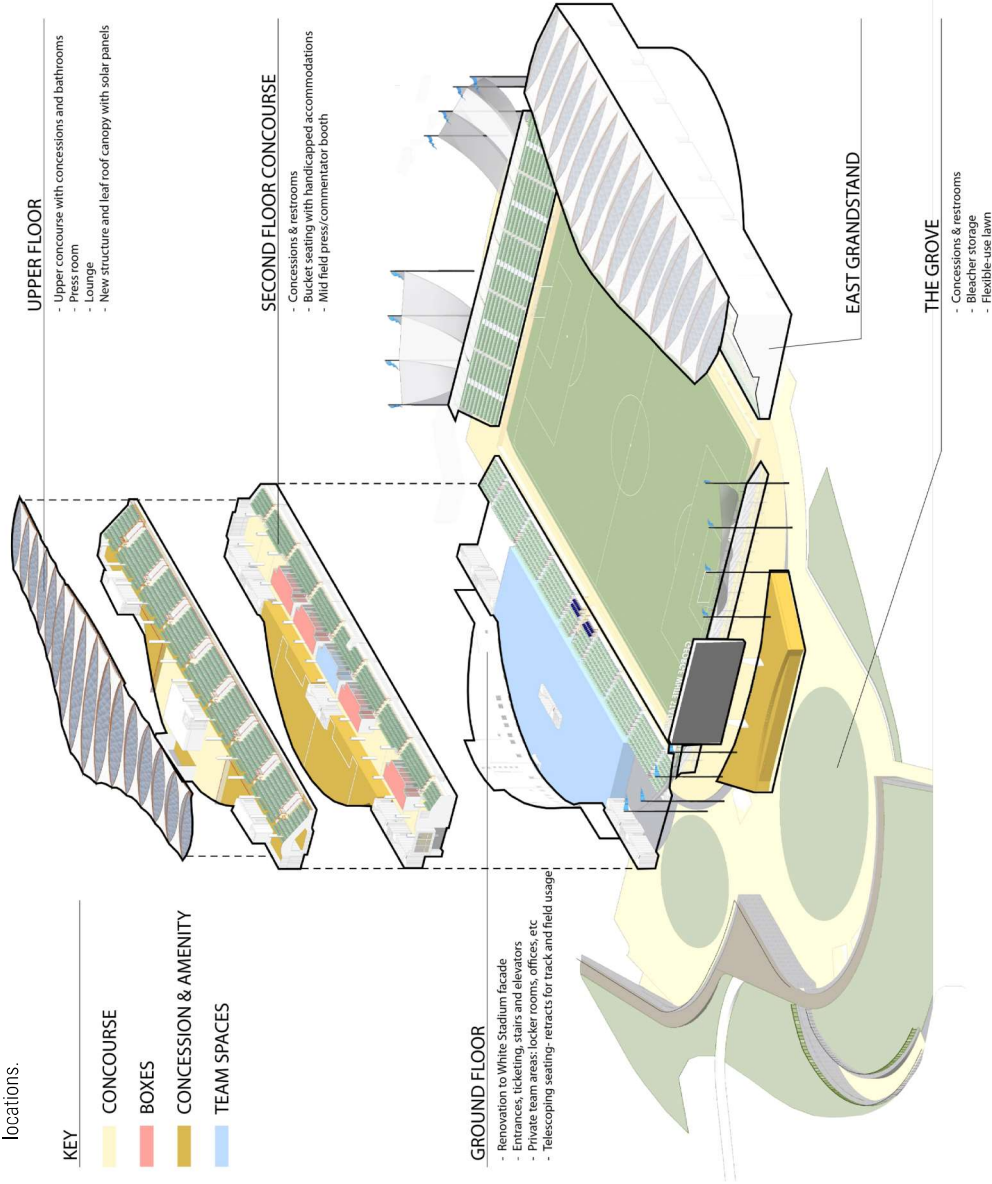
DEEP PARTNERSHIPS THE FUTURE OF BOSTON SOCCER IS HERE

Working with the City of Boston, Boston Public Schools, and the surrounding communities, Boston Unity Soccer Partners LLC will create a dedicated home in the heart of the City, in a stadium with a rich history and deep roots, nestled in an idyllic park setting. The future of soccer in Boston is here.

LEASED PREMISES

PROGRAM DIAGRAM & CHART

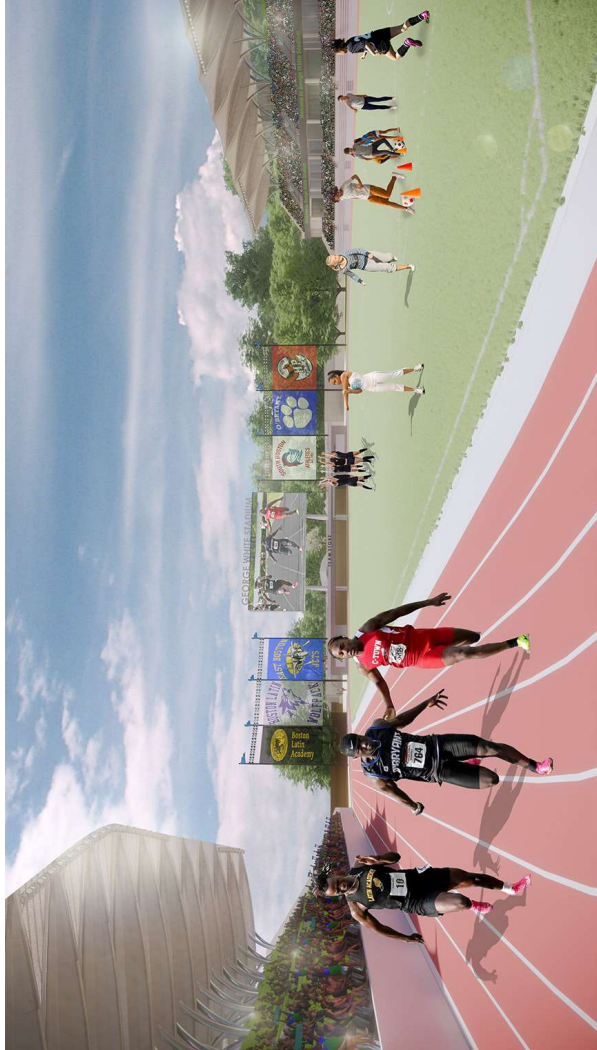
A 27,345 SF provisional program has been used to study the West Grandstand renovation for the Boston Unity Soccer Partners LLC. An additional 29,000 square feet is proposed to support the southernmost lease area, called The Grove. The tabulated chart on the right shows the initial areas of the building program used to develop this proposal, while the program diagram below illustrates general program locations.



ID	Program Space	Area	Total Area
1	West Grand Stands		27,345 SF
1.1	Private Team Spaces		6,885 SF
.1	Locker Rooms	1,870 SF	
.2	Trainer Rooms	740 SF	
.3	Coach and Management Offices	1,000 SF	
.4	Team Room	675 SF	
.5	Warmup and Equipment	2,600 SF	
1.2	Visitors Teams Spaces		2,670 SF
.1	Locker Rooms	1,870 SF	
.2	Trainer Rooms	800 SF	
1.3	Referees Spaces		640 SF
1.4	Press Area		1,350 SF
.1	Interview Room	750 SF	
.2	Press Booth	600 SF	
1.5	Game Day Support		800 SF
.1	Security Office	300 SF	
.2	Ushers Rooms	500 SF	
1.6	Game Day Operations		5,200 SF
.1	Concessions	4,600 SF	
.2	Ticketing and Office	600 SF	
1.7	Spectators Restrooms		4,400 SF
.1	Women's Restrooms	2,160 SF	
.2	Men's Restrooms	1,960 SF	
.3	Family and Non-gender Restrooms	280 SF	
1.8	Storage		5,400 SF
2	The Grove		29,200 SF
2.1	Flexible F&B Spaces		3,650 SF
2.2	Ticketing and Security		800 SF
2.3	Scoreboard and Control Rooms		5,250 SF
2.7	Restrooms		3,500 SF
.1	Women's Restrooms	1,720 SF	
.2	Men's Restrooms	1,500 SF	
.3	Family and Non-gender Restrooms	280 SF	
2.8	Storage		16,000 SF

WHITE STADIUM PROPOSED USE FOR BPS AND BOSTON UNITY

The proposal reflects a design that accommodates Boston Public School programs and Boston Unity needs.



Boston Public Schools And Community Proposed Use

After the renovation and additions, White Stadium will continue to host BPS Athletics and special events programs that currently use the stadium including track and field, cheerleading, cross country, graduations, summer camps, and select football games. The improved facilities will provide students, coaches, and their families:

- better access to restrooms, water fountains, and accessible accommodations.
 - A well lit, better maintained running track and sports field.
 - More comfortable seating.
 - A new scoreboard.
- The gathering space behind the scoreboard could be used for ancillary events that support Boston Public Schools programs, such as team fundraisers, camps, fairs, or other uses in support of BPS.



Boston Unity Proposed Use

For approximately 20 days between March and November, primarily on weekends, retractable and mobile seating will be used to transform the running track loop into additional seating areas. The Stadium as a whole will seat patrons. West grandstand program spaces will be used by the Boston Unity players, coaches, staff, and fans. The gathering/The Grove will take on a festival atmosphere with tents, food and beverage, hangout and play zones.

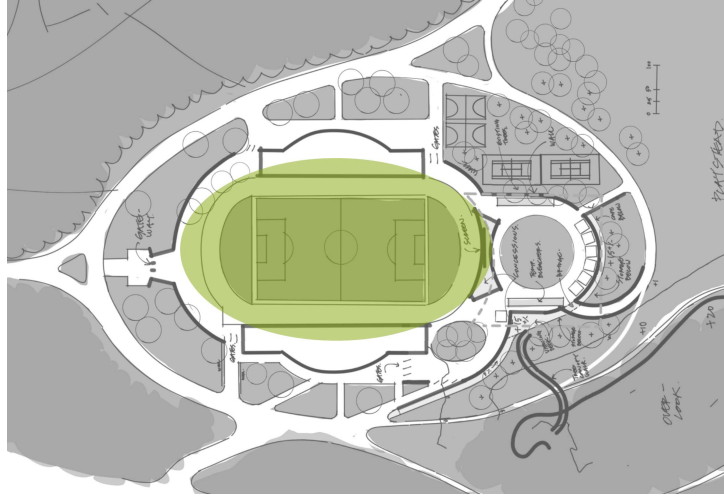
- A variety of concessions will be available within the stadium grounds
- Mobile restrooms will be brought in and removed after the game is over
- Shuttles from various MBTA stations nearby and remote parking lots will drop off and pick up near the stadium entrance
- Temporary banners and fan paraphernalia will be strung between the light poles at north end zones

BOSTON PUBLIC SCHOOLS

SPORT GAMES & PRACTICE

Track & Field, Soccer, Cheerleading, Special Olympics, etc.

DAILY & WEEKLY DURING SCHOOL YEAR

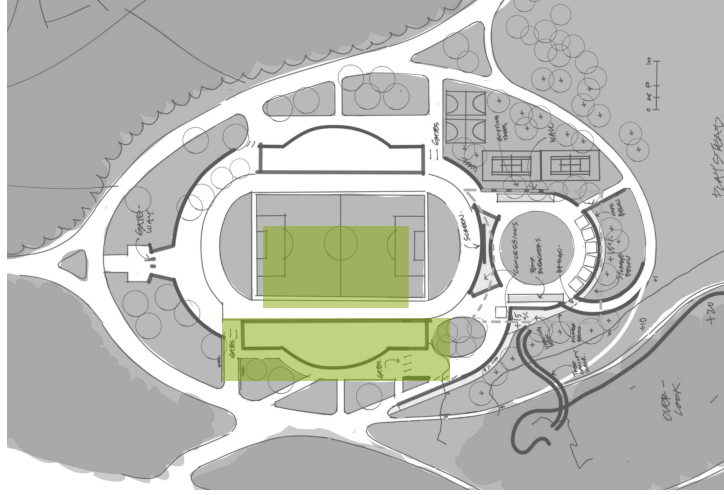


BOSTON PUBLIC SCHOOLS

CELEBRATION EVENTS

Graduations, Field Day, Pep Rallies, etc.

14 DAYS PER YEAR

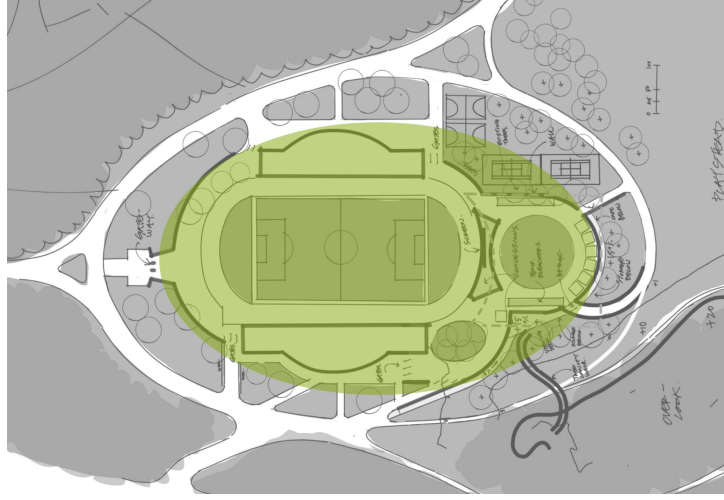


BOSTON UNITY SOCCER PARTNERS

SPORT GAMES

Full Stadium Use With All Support Spaces Activated For Fans, etc.

20 GAME DAYS BETWEEN MARCH AND NOVEMBER

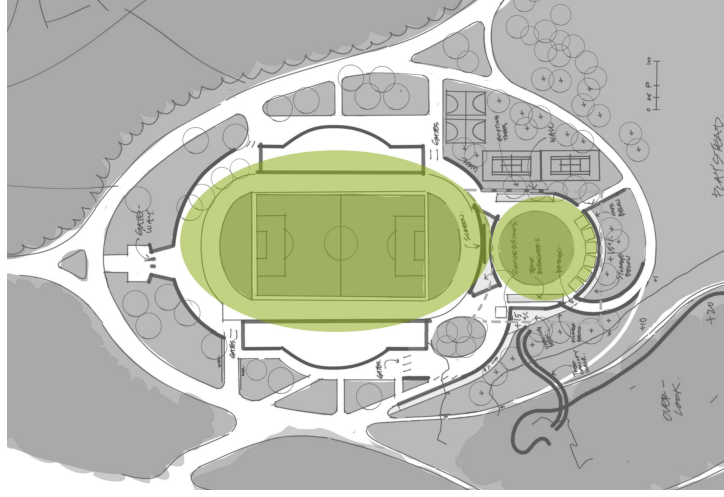


BOSTON UNITY SOCCER PARTNERS

NON-GAME DAYS

Stadium Tours, Fan Merchandise Shops, Training Camps, etc.

WEEKLY - MARCH TO NOVEMBER

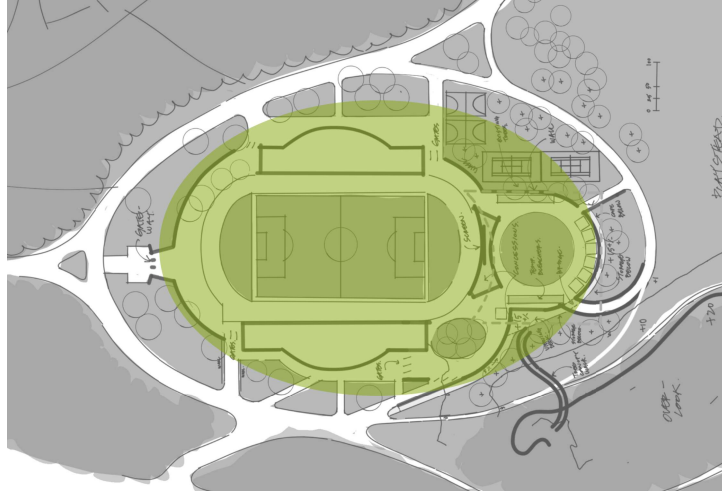


PUBLIC ORGANIZATIONS

WELLNESS & EDUCATION

Youth Summer Camp, Temporary Medical Clinic (School Vaccines), Job Fairs, etc.

AS NECESSARY

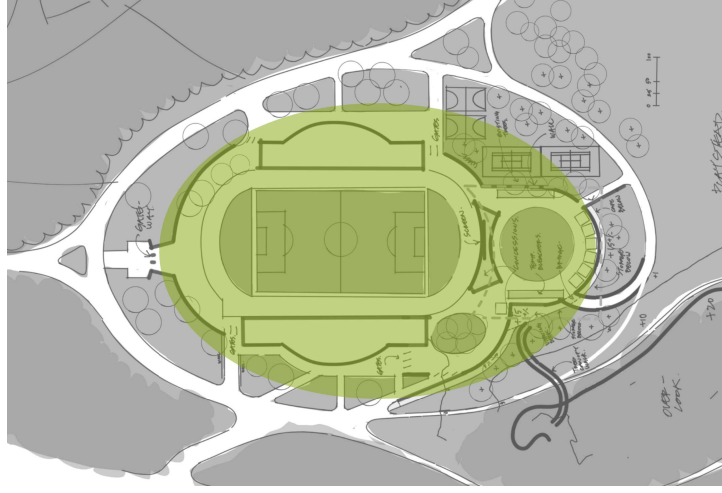


PUBLIC ORGANIZATIONS

FUNDRAISERS & EVENTS

Adaptive Sports, BAA, Twilight 6000, Black Lives Matter, Boston Bikes, etc.

YEAR ROUND

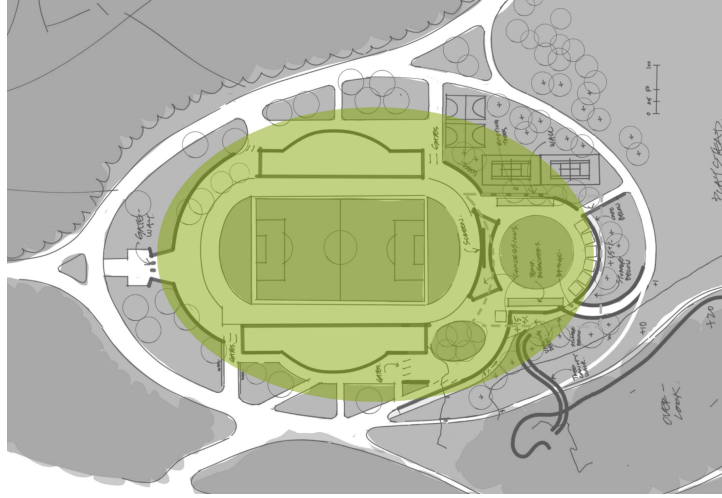


PUBLIC USE

CELEBRATION EVENTS

Cultural & Music Festivals, Food Festivals, Weddings & Ceremonies, etc.

SPRING, SUMMER, FALL

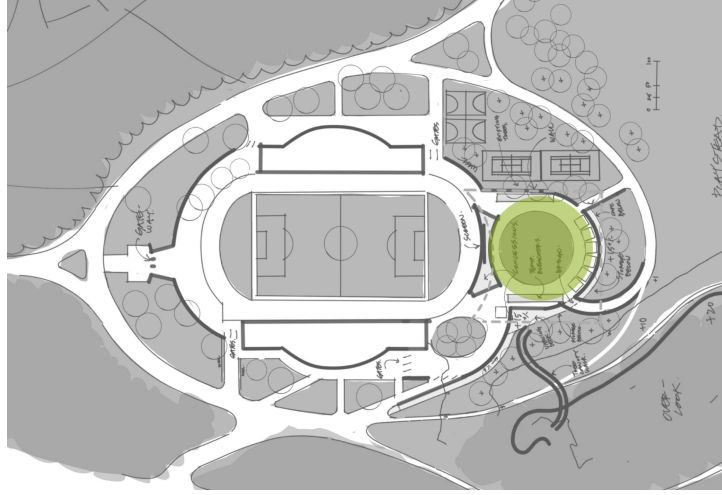
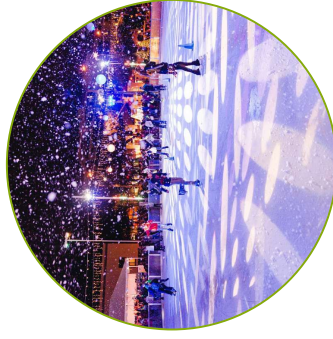


PUBLIC USE

RECREATIONAL EVENTS

Movie Nights, Seasonal Activities, Wine & Beer Garden, etc.

YEAR ROUND

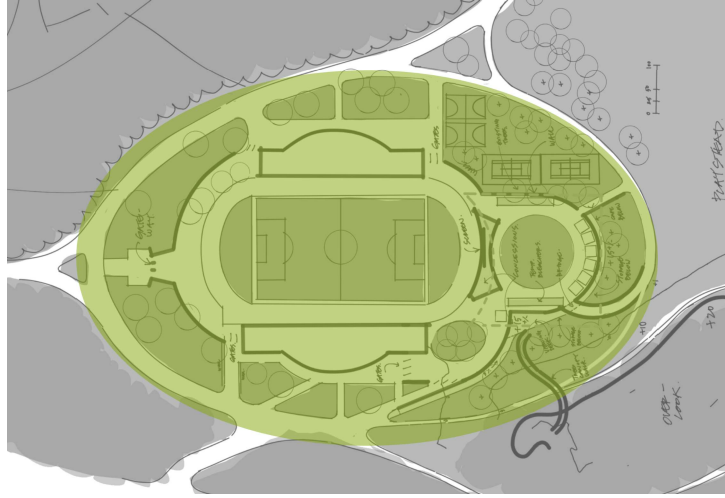
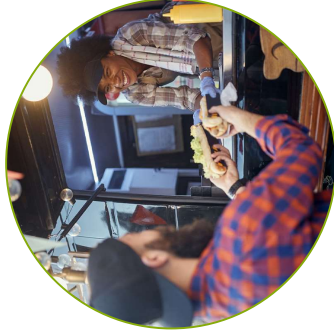


COMMUNITY OPPORTUNITIES

LOCAL BUSINESSES

Food Trucks, Restaurants, Pop-up Retail, etc.

YEAR ROUND

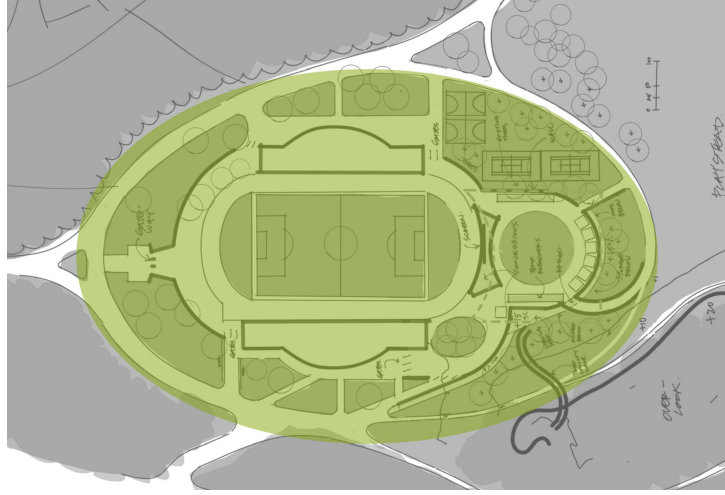
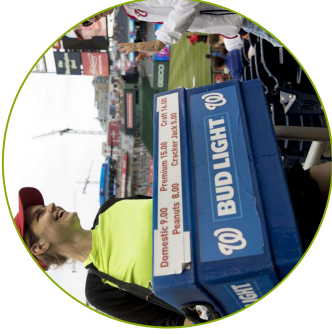


COMMUNITY OPPORTUNITIES

LOCAL JOBS

Management and Operations, Facilities, Security, Concessions, Maintenance, Engineers, Event Programming, etc.

YEAR ROUND



Boston Unity Usage at White Stadium	
Stadium	The Grove
<p>Game Days: Boston Unity will use the field and the combined grandstand for approximately 20 games a year. Games will be predominantly held during the weekends on Saturday or Sunday starting in the late afternoon or evening.</p> <p>Non Game Days: Additionally Boston Unity may conduct one practice at the field during the week prior to that home game depending on the team's and the field's scheduling. All other practices will be conducted at the team's training facility.</p>	<p>Game Days: During game days the Grove will be arranged so that it supports the fan experience as a food and beverage / concession component of the stadium. It will be oriented to function inside the ticket line.</p> <p>Non Game Days: The Grove will be open to the public in a variety of capacities, depending on the season and the market demand for its use by patrons of the park, including:</p> <ul style="list-style-type: none">• open air restaurant• concession stand• equipment rental• ice skating rink• Friday jazz performance in the park (example) <p>Special Events: The Grove may be used for private events like weddings, corporate outings, community events and fundraisers as requested. Additionally it can be configured to support other events held elsewhere in the park (or hosted by others at the stadium for example).</p>

(Franklin Park is) "a cherished resource for neighboring Black and brown communities – a place where everyone feels not just comfortable, but ownership of the park's spaces. Investments must support the continued expression of communities of color and look for opportunities to create a symbiotic relationship between the park and the neighborhoods with investments moving in both directions."

Franklin Park Action Plan

5.4 PROPOSED INVESTMENTS IN THE STADIUM

White Stadium is truly a unique and precious part of Olmsted's Franklin Park architectural legacy. It holds many memories for park goers since the 1950's, and with the City and Boston Unity's investments, will surely continue to affect and improve the lives of Boston's children, families, and sports fans well into the future.

However, the stadium is out of compliance with building codes, has had significant fire damage, and lacks accessible accommodations.

Boston Unity proposes to:

- **renovate and add to the existing West grandstand,**
- **improve the field and environs, and**
- **add The Grove in the fenced in area South of the track.**

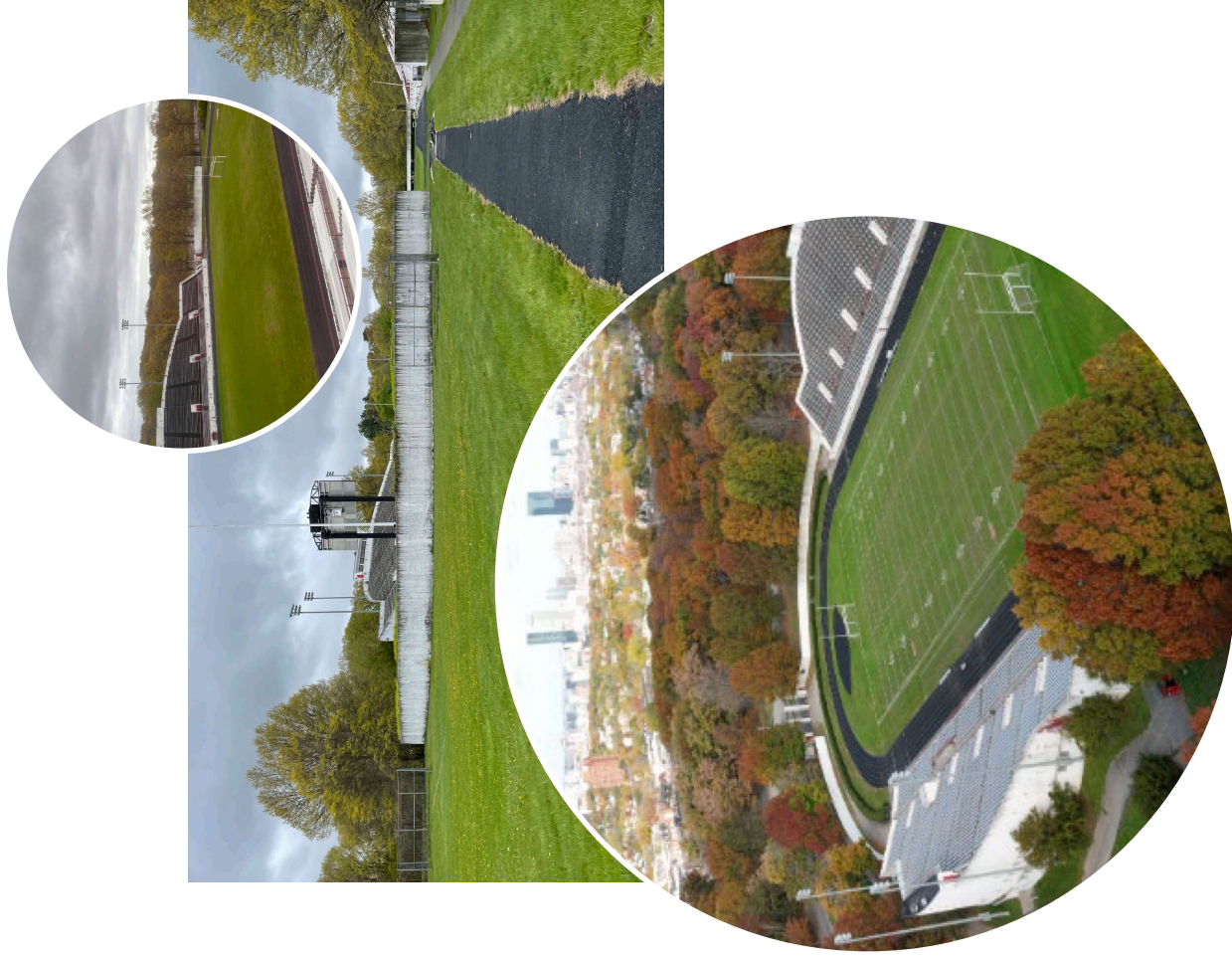
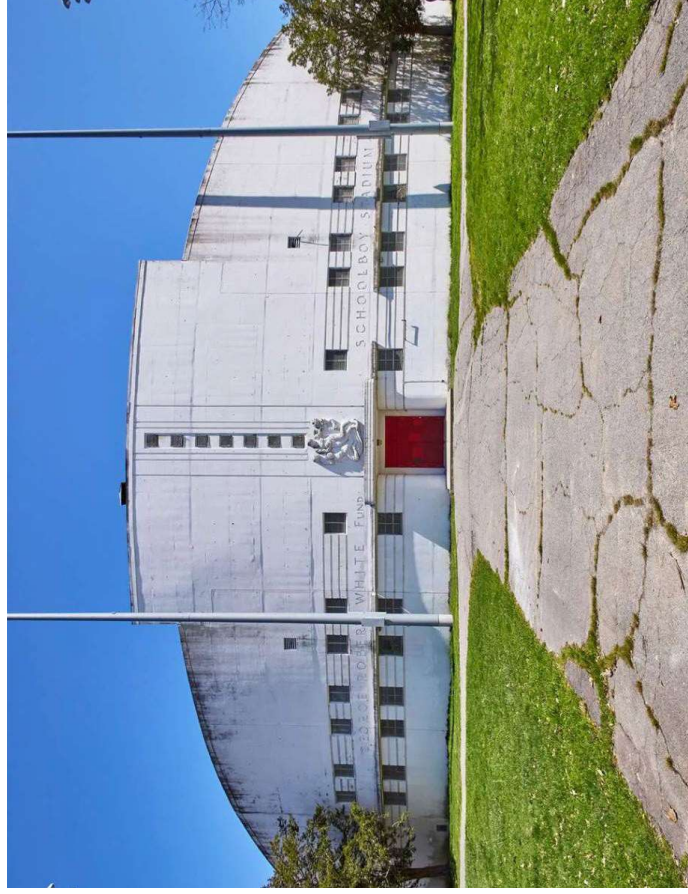
It is understood that the City of Boston will renovate the East grandstand, while Boston Unity will contribute funds for the roof cover for the East grandstand.

WHITE STADIUM EXISTING CONDITIONS

White Stadium Existing Conditions

White Stadium's unique curved facades are recognizable within Franklin Park, and its white stucco forms stand out against the surrounding landscape. The smooth corner details, horizontal and vertical lines, and the sculpture over the red doors is reminiscent of the Art Deco style. It references a period of architecture between classical and modern eras that many people (not just architects) can relate to and enjoy. It's color palette of white, silver, and red is simple, appealing, and iconic.

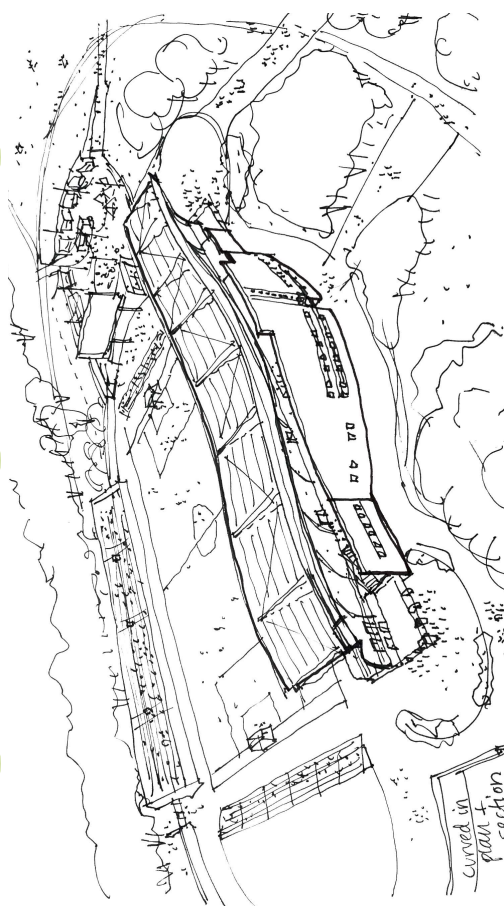
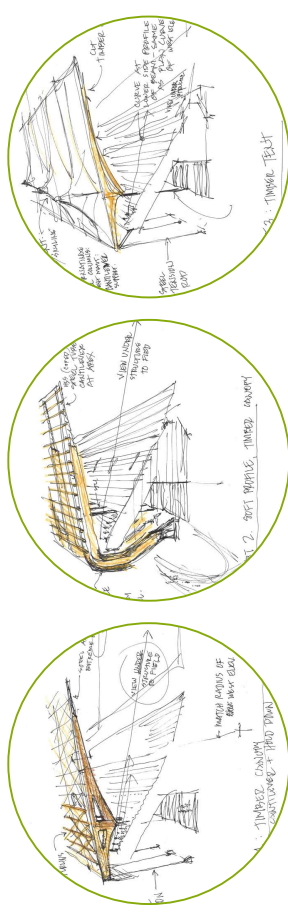
Yet while the grandstands themselves would be enchanting pieces of architecture in any context, many people we've spoken to use more subjective words to describe the overall effect of White Stadium in Franklin Park today...words like austere, surprising, isolated, or just plain strange. Because of years of neglect, the stadium appears out of place and off-limits. **It is our primary responsibility to add energy and new ideas so that the stadium can be reinvigorated and knit itself into its natural environment as a new magnet for present and future generations.**



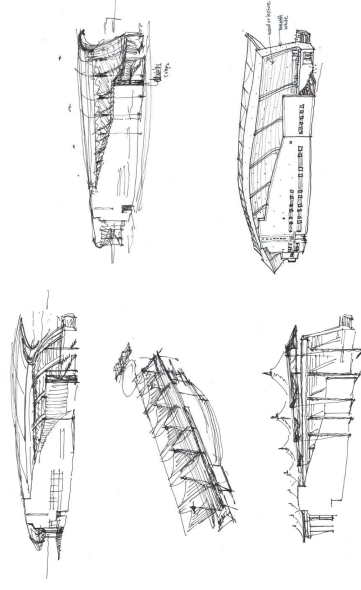
WHITE STADIUM CONCEPT & DESIGN PRINCIPLES

The design and ownership team held a brainstorming session that resulted in a series of aspirational reference images that capture aspects of the future design's character. Several important design principles emerged:

- Stadium additions should be respectful and responsive to the organic, curvilinear shapes of the original grandstands and walls, without copying them.
- Additions to the composition should sit 'light on the land', i.e. the new architecture should be a bridge between the solidity of the original forms and the softness of the Olmstedian landscape.
- All aspects of the design shall be as sustainable as possible.



The design team began by sketching options that could fit in and balance with the original White stadium, while replacing the bleacher seating with bucket seats and adding an exciting new rooftop form. For the sake of this proposal, we chose and developed a curvilinear structure that floats over the seats in a lightweight, tent-like fashion, but as can be seen in the sketches, **there are many variations that could continue to be explored as the design process continues and we engage with many stakeholders.**



WHITE STADIUM LEAF CONCEPT & SUSTAINABILITY



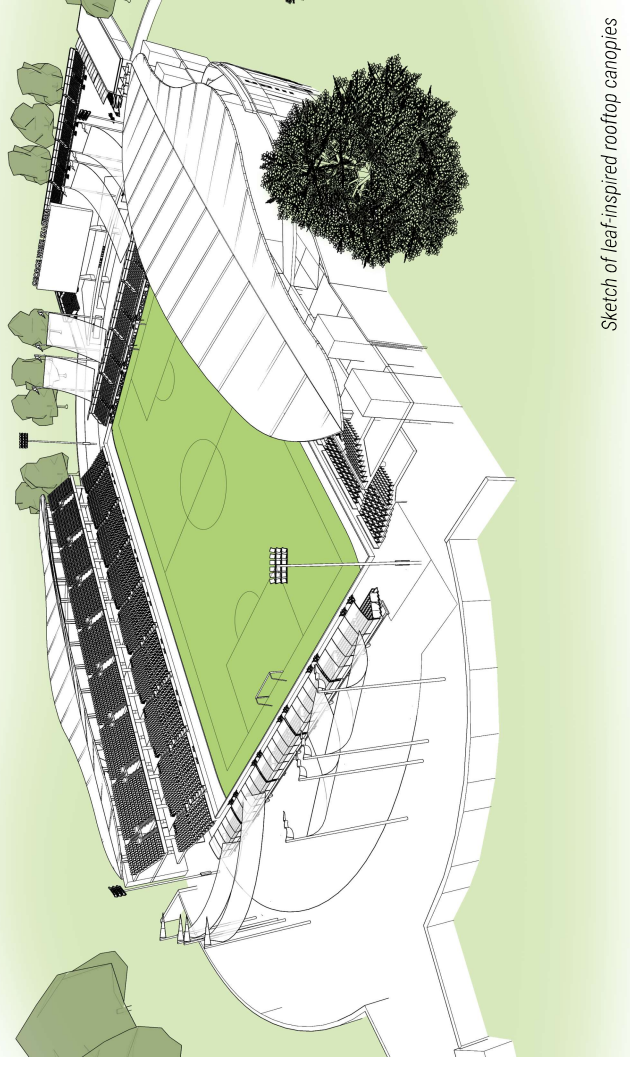
White Stadium Renovation & Additions

We are proposing a design concept based on the form of leaves, inspired by Franklin Park and Frederick Law Olmsted, where each design element is specific to this special place. The arcadian curves in the site plan and in the building additions come from the spirit of nature – a nature that rarely creates rectilinear boxes. We see it as more than a stylistic approach however; it is meant to be a striking ecological statement of how we work with the land, rather than against it.

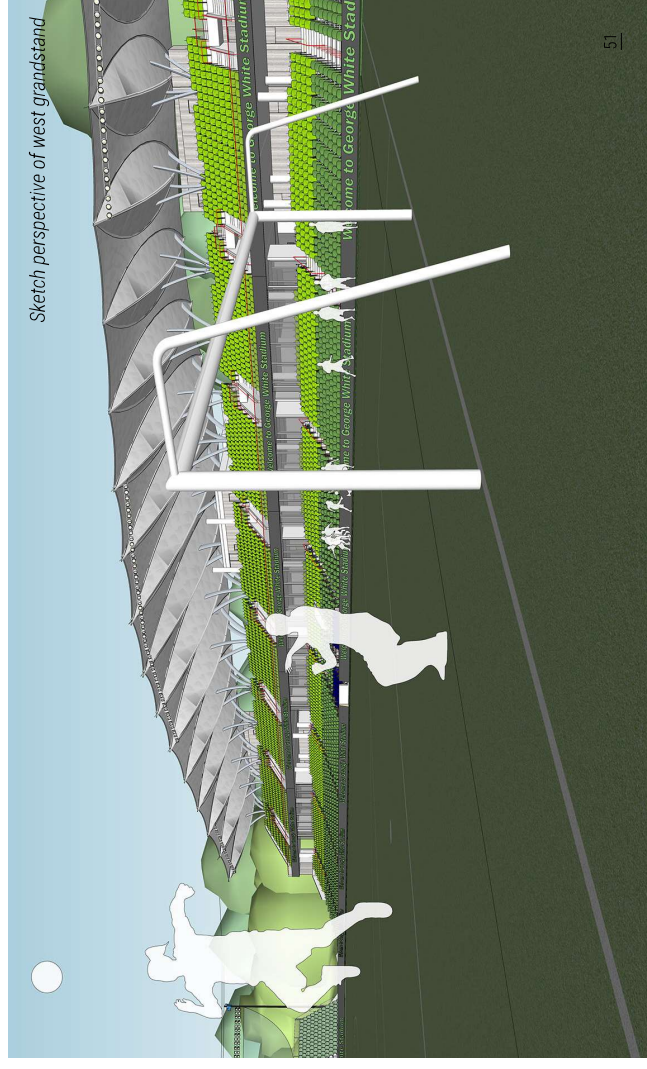
Having a leaf as a concept is an inherently sustainable symbol, an important piece in the production of photosynthesis. Some of our sustainable and resilient strategies may be:

- **reduce the energy usage from the grid by minimizing the amount of heated/cooled areas**
- **employ rooftop solar panels to collect energy on site**
- **capture the water from the rooftop form to use in building water functions and to recharge the groundwater**
- **use permeable surfaces wherever possible.**

Our landscape architects will work with arborists to carefully review each and every tree within the project area and make sure to keep the heritage trees as mentioned in the Franklin Park Action Plan.



Sketch of leaf-inspired rooftop canopies



Sketch perspective of west grandstand

WHITE STADIUM HISTORIC FACADE & ROOF STRUCTURE

Careful attention has been paid to make the new 'leaf' rooftop shade structure respond to the plan geometry and curved facade of the existing White Stadium. The canopy sits behind - and appears to float above - the original concrete wall. It's light, soft forms are intended to be complementary to the heavier form of the stadium frontpiece, creating a dialogue between old and new rather than copying the Art Deco style original.



WHITE STADIUM INITIAL LIGHTING THOUGHTS



Lighting: Initial Thoughts

Architectural and site lighting will create safe and comfortable spaces for users, from patrons to players. Vertical lighting will highlight historical façade features while supporting wayfinding and comfortable navigation of the grounds and stands.

Lighting systems will be upgraded and enhanced to support the venue experiences. All lighting will be native LED for optimal energy performance, optical control, and to reduce maintenance factors of the systems. Luminaires will be selected that control light spill to minimize light trespass into the adjacent properties and to control light pollution for preserving night skies.

Athletic lighting will provide controlled distributions of illumination to illuminate the field and track areas for safe and comfortable nighttime use. Cross-aiming and multiangule solutions can be integrated into the scheme to ensure quality for game play with minimized shadows. In addition to providing illumination for safety, thematic lighting elements can be integrated into the design to

enhance the nighttime experience. Color changing lighting with preset programming can add a wow-factor to the venue and events at night. Scenes can be preset to support team colors, regional Boston events, holidays, and a wide range of customization. Game days can be a different experience than student events, which can be different than basic security lighting on a quiet evening.

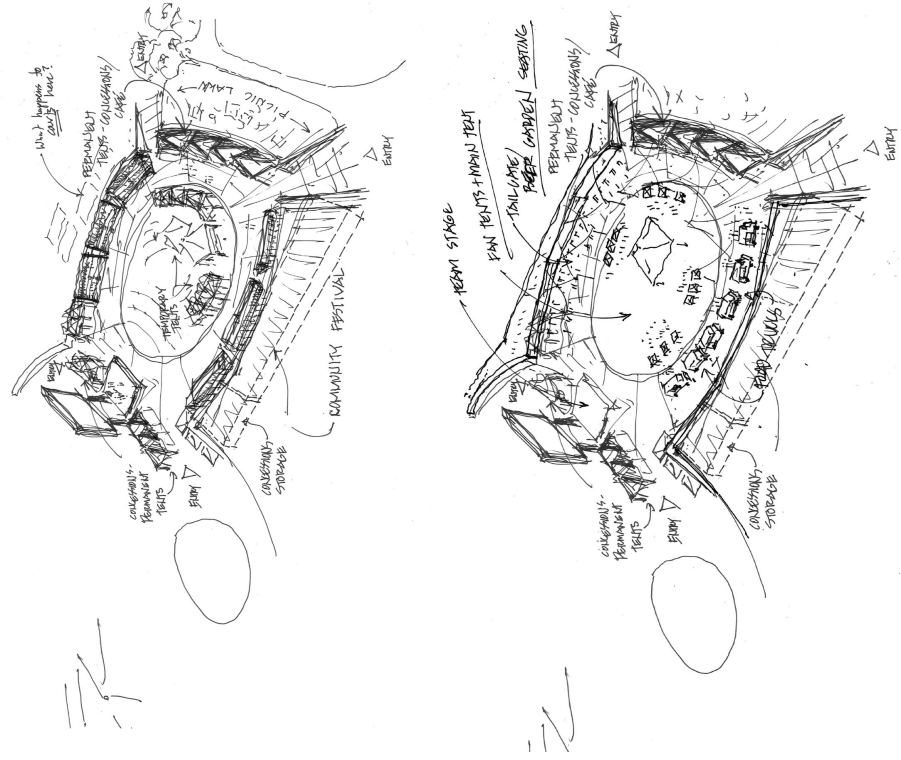
THE GROVE

INITIAL IDEAS

The Grove

The 62,500 square foot lease area to the south of the stadium is envisioned as a programmable complement to the stadium itself. It provides a location for fan events before, during, and after games, as well as a possible site for many community events as illustrated on the pages of Section 5.3.

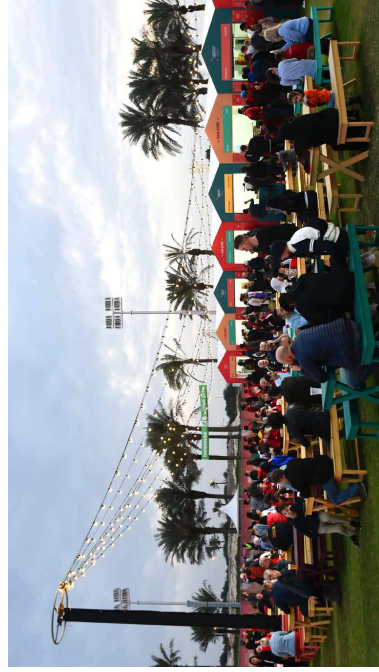
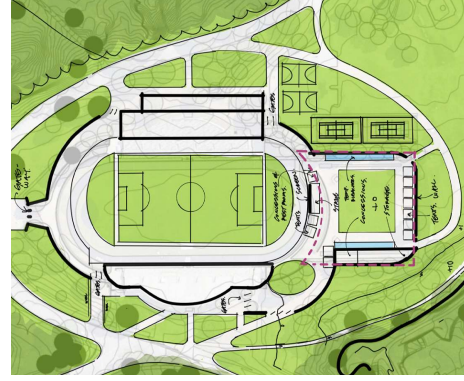
The design team has proposed 3 variations on how this space could be configured in the following pages and welcome stakeholder input on how this space can be flexible enough to accommodate many programmed uses and community business partnerships.



The goal of the Grove is to create a gathering place that is flexible enough to be reconfigured in any number of ways based on the activities desired. Boston Public Schools could use this space for fundraisers, summer camps, and many other programs.

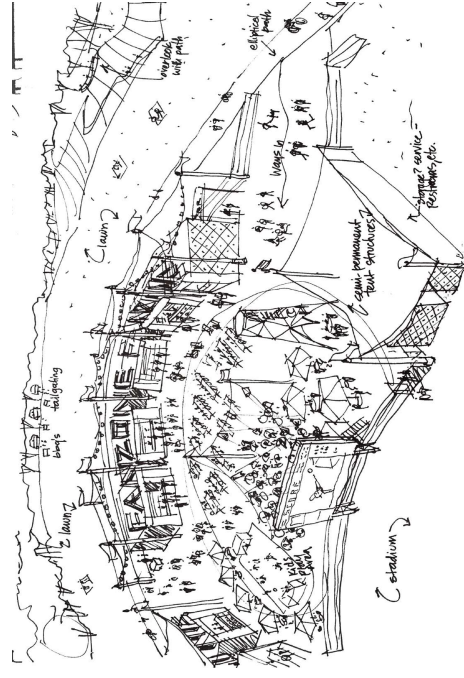
THE GROVE OPTIONS
FLEXIBLE SQUARE
ADAPTABLE & AGILE

The first idea is to simply create a rectangular quadrant where all sorts of functions could exist, depending on the season, event, cultural activity, etc. (Refer to 5.3 Programs).



THE GROVE OPTIONS
TENT VILLAGE
COMMUNITY & TOGETHERNESS

The Tent Village idea creates a curvilinear platform with a fixed food and beverage area to the south. The center of the space is as flexible as Idea 1.

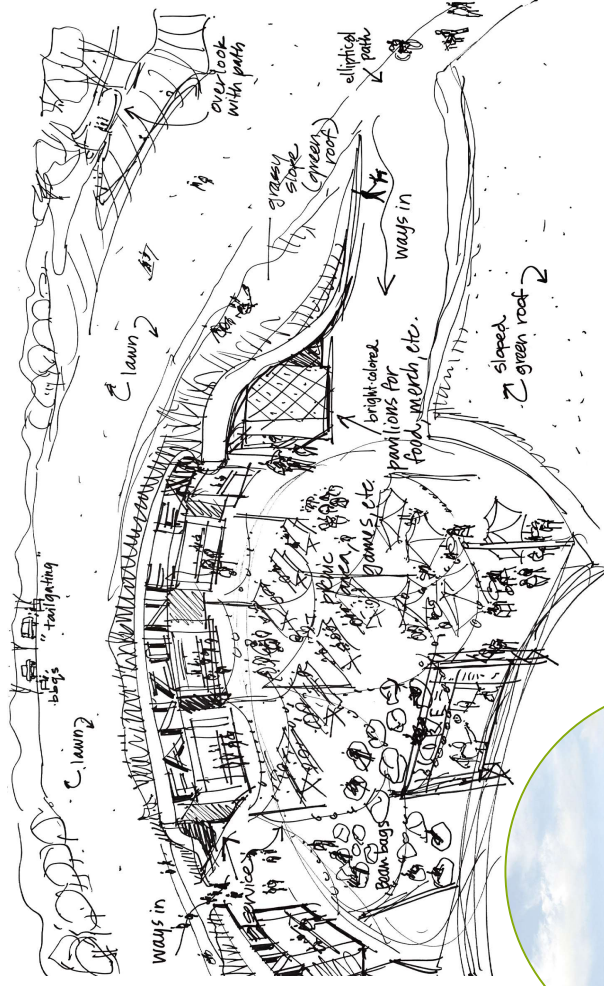


THE GROVE OPTIONS

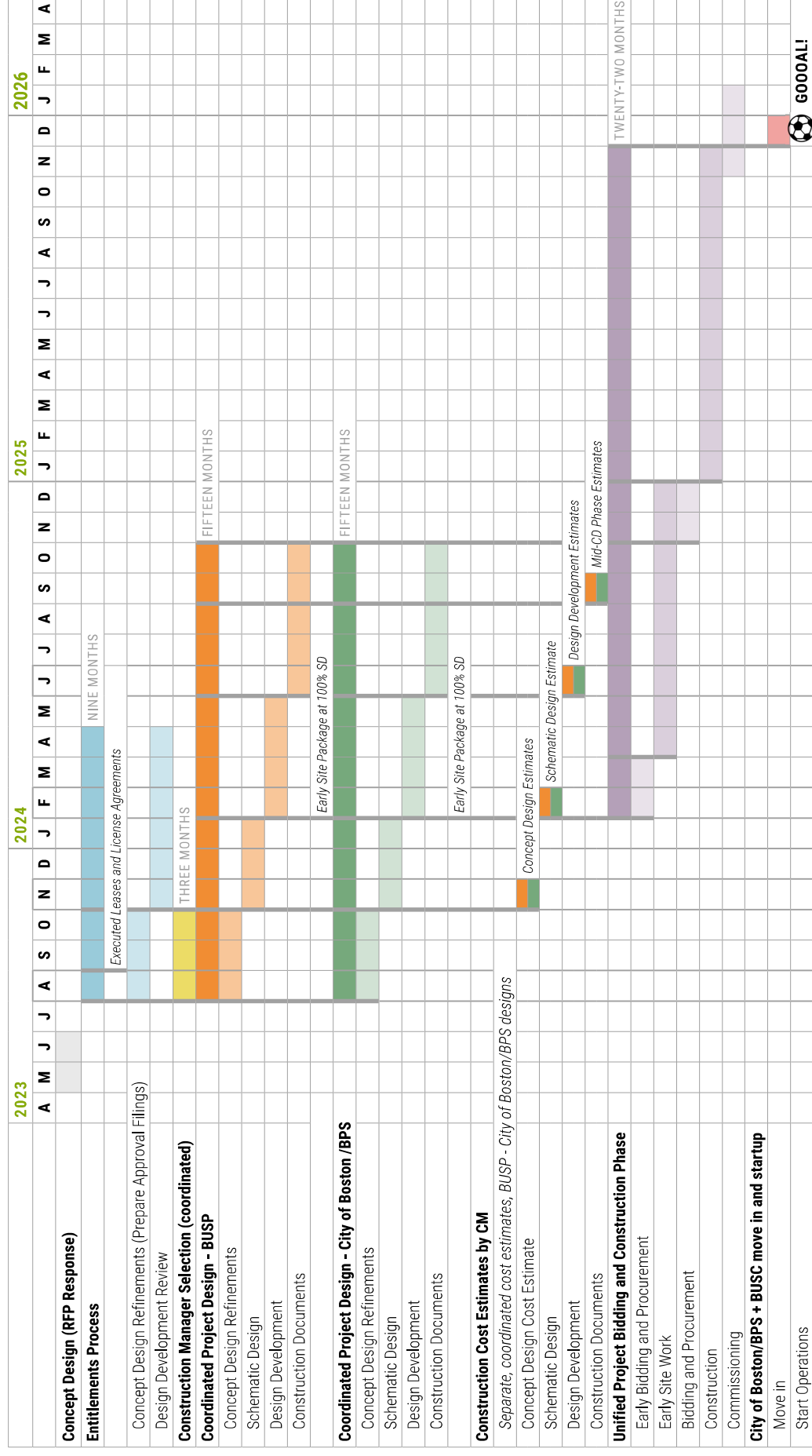
LANDFORM

SENSITIVE TO FRANKLIN PARK LONG VIEWS

The Landform idea attempts to reduce the visual effect on Franklin Park of the various functions that use the Grove, by tucking in some of the functions toward the north west and making a raised earthwork that the public can enjoy.



WHITE STADIUM DEVELOPMENT SCHEDULE



5.4 CONTINUED

IMPLEMENTATION, OPTIONS, AND REGULATORY APPROVALS

Cooperative Development Efforts

Boston Unity Soccer Partners ("BUSP") commits to engage in cooperative efforts with the City of Boston in the construction, reconstruction, alteration, remodeling and demolition of the White Stadium structures and facilities toward a reimagined version of White Stadium that unlocks its full, safe and functional capabilities.

Implementation of Improvements

BUSP intends to conduct a traditional renovation process for the Leased Premises, including permitting and entitlements, design development, contracting and construction, and commissioning and occupancy in time for the 2026 NWSL season opener in March, 2026. BUSP will hire a fee Project Developer to oversee all aspects of the improvements. The Project Developer shall contract for the development in accordance with the requirements of the City as stated in the RFP and in accordance with the goals and standards set forth by BUSP in this Response. The expected development schedule is included at the end of this section.

Optional Improvements

BUSP has completed conceptual designs of a range of stadium improvements that can be completed either as one sustained construction activity or in phases. It is also anticipated that the overall direction of the improvements from a design perspective will be further informed by the collaboration with the BPS and its goals, designs and process.

Design / Development Review and Cultural Resources

BUSP anticipates that the overall White Stadium rehabilitation project will benefit from development impact reviews and public process (e.g. tracking Design Development Review considerations), and certainly transportation assessments, allowing for public comment and input.

BUSP will collaborate with municipal agencies to identify areas and timelines for review and most appropriate avenues and venues to effectuate the same. Coordination between and among City officials, municipal agencies (e.g. Boston Public Schools, Boston Parks and Recreation, Boston Public Facilities Department, Boston Transportation Department), the Franklin Park Coalition, and interested neighborhood and community groups is not only anticipated but welcome toward a balanced

treatment of all material issues. We envision completing a Transportation Management Plan (including a transportation impact study)

Additionally we intend to apply to the Boston Landmarks Commission for approval of the improvements to White Stadium. Franklin Park is designated as a historic landmark by the Boston Landmarks Commission (BLC) pursuant to Chapter 772 of the Acts of 1975 . Therefore, modifications to the existing buildings and site features, as well as any proposed new facilities or structures require review and approval from the BLC. An evaluation of the project area for historic significance, including the identification of existing cultural resources in the vicinity of the Project (typically within one-quarter of a mile for an Design Development Review review) based on state and local documentation will be completed to develop a strategy to avoid or minimize any adverse effects on the resources, and to help streamline the future BLC review of the Project.

Project elements that will be of particular interest to the BLC are summarized in the "Franklin Park Study Report," which was completed in 1980 and contains the standards and guidelines for future BLC review of this resource. To ensure that proposed projects within the Park are compatible with the historic characteristics of the resource, the BLC will review several items including new construction of buildings, structures, and circulation features; alterations in the design, material, color, location, or appearance of existing park elements; installation of new features such as statues, fountains, and landscape furniture; planting of, or alteration to, vegetation; landform changes; and installation of visible drainage.

VHB will work with the Project team, in coordination with the City, to prepare BLC design review applications that are responsive to the BLC's particular comments and historic purview. This early coordination with BLC will be integral to understanding the key concerns related to historic elements of the site and surrounding project area that might influence design work. These non-binding meetings provide an opportunity to receive early feedback that can be valuable in subsequent BLC design review application preparation.

Cost Estimate and Sources of Funding

COST ESTIMATE	SOURCES OF FUNDS
\$30,000,000+	Equity
Boston Unity Improvements	\$30,000,000+

FACILITIES MANAGEMENT AND OPERATIONS

Plans for the Physical Upkeep of the Leased Premises

Boston Unity intends to staff the Leased Premises year-round with a full complement of janitorial, maintenance and landscaping staff commensurate with a first class professional sports facility. This on-site property management department will include sufficient financial resources to meet ordinary and extraordinary circumstances, and will maintain a customary replacement reserve for capital projects. Boston Unity intends to maintain the shared field to the standard and benefit of both the BPS and Boston Unity.

subsidized BPS pricing to benefit children and low income residents at every Boston Unity event.

Security and Safety of the Facility

Boston Unity will maintain security at its Leased Premises at all times. Additionally, during Boston Unity events additional security will be added commensurate with a professional sporting event in the city.

Plan For Relations with City, Boston Public Schools, and Residents and Businesses on Streets Abutting Franklin Park within a 1/4 Mile Radius

Boston Unity intends to develop an in-depth Game Day Operations Plan for Boston Unity events at White Stadium in collaboration with the City of Boston, the BPS, and the neighbors and businesses surrounding the stadium. This Game Day Operations Plan will address transportation and access, security before, during and after events, and clean up operations after the game. Boston Unity will designate an executive level position of Director of Community Relations to manage game day events focusing on execution of the Game Day Operations Plan. This person will also be the liaison between Boston Unity and the City, the BPS, the neighborhoods around the park and other area stakeholders to ensure proper and timely coordination and communication before, during and after games.

Plans for Ticketing and Admissions

Boston Unity will implement a state of the art ticketing process that will utilize e-tickets and integrated mobile applications to reach the widest possible audience and provide in-depth transportation solutions and other timely updates to fans and neighbors. On Boston Unity event days Boston Unity will provide a full complement of on-site ushers and event staff in the immediate surrounding area adequate to deliver a first class experience.

Access and Opportunity for BPS Students and Families Accounting for Different Levels of Discretionary Income

Boston Unity intends to offer a wide range of pricing to its games and events. This will include both discounted supporter section pricing and

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5.6

TRANSPORTATION MANAGEMENT PLAN

The Project team has conducted an evaluation of the transportation impacts of the utilization of White Stadium in Franklin Park to host National Women's Soccer League (NWSL) games. The Project site is located in the northwest corner of Franklin Park with Walnut Street running along the west edge of the park, Seaver Street running along the northern edge of the park, the Franklin Park Zoo adjacent to the east and south. Access within the park is provided by Playstead Road from Walnut Street and Pierpont Road via Circuit Drive providing access from the south and east.

This preliminary Transportation Management Plan includes a discussion regarding the existing transportation conditions in the area as well as a preliminary operating plan for future operations. This preliminary plan sets out to form the framework of the detailed Transportation Management Plan that is required once there is a selected proposer.

Project Description

The site currently contains an athletic field for soccer or football, surrounded by a track and served by stadium seating for approximately 10,000 spectators. The intent would be for the modernizing of the facilities to host NWSL games and include seating for approximately 11,000 spectators. It is expected that the stadium would host approximately 20 events throughout the season (March through October), with at least half, likely most, of the events occurring during the weekends.

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Existing Condition

This section includes descriptions of existing study area roadway geometries, intersection traffic control, peak-hour vehicular and pedestrian volumes, average daily traffic volumes, transit availability, parking, curb usage, and loading conditions.

Existing Roadway Conditions

Walnut Avenue is a two-way, two-lane urban collector roadway under the jurisdiction of the City of Boston located west of the Project Site. It runs in a predominantly north-south direction near the Project site between Seaver Street in the north and Peter Parley Road in the south. South of Peter Parley Road, Walnut Avenue becomes Sigourney Street. In the vicinity of the Project Site, shallow pavement markings are provided in both travel lanes. On-street parking is provided intermittently along the west side of the roadway. Sidewalks are provided along both sides of the roadway.

Seaver Street (MA-28) is a two-way, primarily four-lane urban principle arterial under the jurisdiction of the City of Boston located east of the Project Site. It runs in a predominantly east-west direction between Blue Hill Avenue in the east and Walnut Avenue in the west, where it becomes Columbus Avenue. A raised median separates the directions of travel along Seaver Street. In the eastbound travel direction, a shared use path is provided between Walnut Avenue and Humboldt Avenue. East of Humboldt Avenue, a dedicated bike lane is provided. A buffered bike lane is provided along the entire length of the westbound direction of travel. On-street parking is provided along the entire north side of the roadway as well as along the south side of the roadway, west of Humboldt Avenue. Sidewalks are provided along both sides of the roadway.

Playstead Road is an approximately 30-foot-wide local roadway under the jurisdiction of the City of Boston located east of the Project Site. It runs parallel to Seaver Street within Franklin Park. Playstead Road is gated at the south end at the intersection with Pierpont Road and generally does not permit vehicular travel. A sidewalk is provided along the west side of the roadway for approximately 700 feet, where it ends at the paved entrance to the basketball courts.

Pierpont Road is a local roadway under the jurisdiction of the City of Boston located south and west of the Project Site within Franklin Park. South of the Project site, Pierpont Road is a two-way, two-lane unmarked roadway that provides access to the Franklin Park Zoo Giraffe Entrance parking lot. It runs in an east-west direction between Playstead Road in the east and Glen Lane in the west. West of the Project site, Pierpont Road is a two-way, two-lane unmarked roadway that provides access to a small parking area adjacent to the Project site. North of the parking area, Pierpont Road is gated and generally does not permit vehicular travel. A paved path is provided along the west side of the roadway, and a gravel path is provided along the east side of the roadway.

Green Street/Glen Road is a predominantly two-way, two-lane urban collector roadway under the jurisdiction of the City of Boston located west of the Project Site. It runs in a predominantly east-west direction between Washington Street in the east and Centre Street in the west. East of Washington Street, Green Street becomes Glen Road until it ends at Franklin Park. In the vicinity of the Project Site, on-street parking is provided along both sides of the roadway. Concrete sidewalks in fair-to-good condition are provided along both sides of the roadway and are generally five-foot wide and clear of

obstructions. 8- to 10-foot-wide crosswalks with curb-ramps are provided at all signalized intersections. Pedestrian signal equipment is also provided at all signalized intersections with pedestrian signal heads visible in all crossing directions. The eastern end of Green Street provides pedestrian access to Franklin Park via the Glen Road path.

Boylston Street is a one lane, one-way westbound, urban collector roadway under the jurisdiction of the City of Boston located north of the Project Site. It runs from Washington Street to Centre Street passing the Stonybrook T Station. On-street parking is provided along both sides of the roadway. Concrete sidewalks in fair-to-good condition are provided along both sides of the roadway and are generally five-foot wide. 8- to 10-foot-wide crosswalks with curb-ramps are provided at all signalized intersections. Pedestrian signal equipment is also provided at all signalized intersections with pedestrian signal heads visible in all crossing directions.

Ilfley Road is a one lane, one-way eastbound local roadway under the jurisdiction of the City of Boston located west of the Project Site. It runs from Washington Street to Walnut Avenue. In the vicinity of the Project Site, on-street parking is provided along the west side of the roadway. Concrete sidewalks in fair-to-good condition are provided along both sides of the roadway and are generally five-foot wide. A 10-foot-wide crosswalk with curb-ramps is provided at either end of Ilfley Road.

Existing Transit Services

The Stadium is served by two stations on the Orange Line. This includes approximately 2,500 feet from Green Street Station and 4,000 feet from Stonybrook Station. Both stations provide access to the MBTA Orange Line. The MBTA Orange Line is a rapid transit travel route that provides service to twenty different stations between Oak Grove Station in Malden and Forrest Hills Station in Jamaica Plain, Boston. Operating every 7-9 minutes during peak periods, the Orange Line generally sees the second highest ridership of all MBTA subway lines.

Additionally, the Stadium is less than one-half mile from nine MBTA bus routes (Routes 16, 22, 29, 32, 34, 36, 42, and 44). There are an additional three routes (Routes 14, 28, and 45) just over one-half mile running along Blue Hill Avenue on the east side of Franklin Park. Figure 1 maps the transit service located in proximity of the Project Site.

Future Condition

As previously mentioned, the proposed Project includes the utilization of modernized facilities at White Stadium in Franklin Park to host NWSL games. It is expected that the stadium would host approximately 20 events through the season, with at least half of the events occurring at night.

Trip Generation

Trip generation is a complex, multi-step process that produces an estimate of vehicle trips, transit trips, and walk/bicycle trips associated with a proposed development and a specific land use program. A project's location and proximity to different travel modes determines how people will travel to and from a site.

Travel Mode Share

A mode share is the percentage of trips at a site using various methods of

transportation such as vehicle, transit, or walking/biking. Data provided from the BTS for different areas of Boston is typically used to distribute project generated trips to different modes of transportation; however due to the specific nature of this use, the Project's travel mode share was developed using data collected as part of a transportation surveys at other sporting events within the City of Boston, with the most recent data collected at Fenway Park.

The data was adjusted to reflect the location of the Project and the surrounding transportation network more accurately, e.g., it is not likely that there will be as many spectators arriving by walking to this location compared to Fenway Park.

It is anticipated that approximately 10% of visitors to the Project would walk or bike to the site, 40% would take public transit and 50% would arrive in some form of automobile, (personal vehicle, taxi/TNC, or shuttle bus).

Vehicle Occupancy Rate

A vehicle occupancy rate (VOR) is the number of people expected to be in a vehicle.

Based on Boston specific data for sporting events and industrial 2.8 people per personal vehicle, determined by the same Fenway Park transportation survey, was used to convert person trips into vehicle trips.

Project Trip Generation

The travel mode share percentages (10% walk/bike, 40% would take public transit, and 50% vehicle) were applied to the number of spectators expected a full stadium event (11,000) to develop walk/bicycle, transit, and vehicle trip generation estimates for the Project. The vehicle trip generation number is divided by the VOR to obtain the actual number of vehicles expected. The trip generation for the Project by mode is shown in Table 1.

Table 1: Project Trip Generation¹

Walk/Bicycle	Transit	Shuttle	Vehicle ²
500	1,100	4,400	1,965

¹ Assumes a maximum capacity event of 11,000 spectators.
² The number of vehicles includes the VOR of 2.8 people per vehicle.

Points of Origin

The trip distribution identifies the various directions from which vehicles associated with the Project are anticipated to originate from and will be destined to. The trip distribution pattern for the Project was based on the population density of the Greater Boston Area, expected location of spectators arriving by vehicles, and engineering judgment and the use of specific local knowledge to determine the most likely route to the Project site. The preliminary gravity model for the expected vehicles includes 30% with origins from the southeast (including Dorchester and south shore communities), 10% from the south (including Roslindale and the Route 1 corridor), 25% from west (including Jamaica Plain and western suburbs), and 30% from the north (including downtown Boston and northern suburbs).

Project Parking

Based on the travel mode share percentages developed for the Project, there will be

approximately 1,965 vehicles associated with a capacity event. However, many of these spectators arriving by vehicles will be utilizing taxi/TNC services and will not need parking. It is estimated based on the Boston sporting and entertainment events data that approximately 35% of the spectators arriving by vehicle would utilize taxi/TNC services and not need parking. Table 3 shows that approximately 1,280 parking spaces would be needed to accommodate a full capacity event.

Table 2: Project Parking Demand

Vehicle ¹	Taxi/TNC	Parking Demand
1,965	685	1,280

¹ Assumes a maximum capacity event of 11,000 spectators.

The preliminary operations plan intends to use satellite parking facilities (with shuttle service) for events. Spectators for events will be required to pre purchase parking and in person parking passes will not be sold. The intent would be for those needing parking to purchase their passes prior to the event for a specific parking location. The pre purchase of parking passes will allow for better management of operations including facilitating how many spaces are needed at each satellite facility as well as the number and frequency of shuttle buses servicing each parking facility. The pre purchase parking operation has proven to be very successful for other events, including nearby during the US Open Golf Championship in June 2022, which was at a site that did not have any on site spectator parking.

A small number of additional spaces can be accommodated within Franklin Park, including potentially allowing on street parking along the streets within Franklin Park. Many streets within Franklin Park are wide enough to accommodate parallel parking on one side of the road or even both sides without impacting travel lanes or pedestrian activity. There could be approximately 285 on street spaces within Franklin Park. The operations of the future site does not include utilizing existing parking spaces that are being used by Franklin Park visitors, including the zoo and golf course. In addition, the parking demand is expected to be met without utilizing the additional parking suggested in the Franklin Park Action Plan. In addition, on-street parking within the surrounding neighborhoods will be discouraged through the implementation of parking regulation modifications in conjunction and at the direction of BTS.

Transportation Demand Management Measures

The key factor of the Transportation Management Plan for future operations is the implementation of TDM measures to encourage as many spectators to attend events via modes of transportation other than vehicles. The overall pedestrian experience surrounding as spectators approach the Stadium will encourage many spectators to arrive on foot. This includes the walking paths of Franklin Park and the Playstead adjacent to the Stadium. As with many other clubs, a traditional soccer 'march to the stadium' is planned as part of the experience. Bicycling to the stadium will also be encouraged through significant and conveniently located bicycle parking as well as blue bikes services. Finally transit will be encouraged through the implementation of multiple shuttle routes connecting to Orange Line stations including Green Street Station and Forest Hills (which include commuter rail service). Through these measures, and the limited number of on site parking spaces, active transportation will be encouraged and operate as the preferred travel option.

Shuttle

As mentioned, the transportation operations management will include the use of shuttle services to both satellite parking facilities and connections to nearby transit. The Project plans to implement a shuttle bus circuit that will run between the stadium and Green Street Station, as well as extending to Forest Hills Station for connections to the commuter rail and additional bus routes not directly serving the Project area. It is anticipated that this shuttle bus will provide a more convenient mode of transportation for visitors to the site, acting as an effective enticement for spectators to utilize public transit instead of personal vehicles. Figure 2 shows the potential route of the shuttle service outside of Franklin Park.

On Site Operations

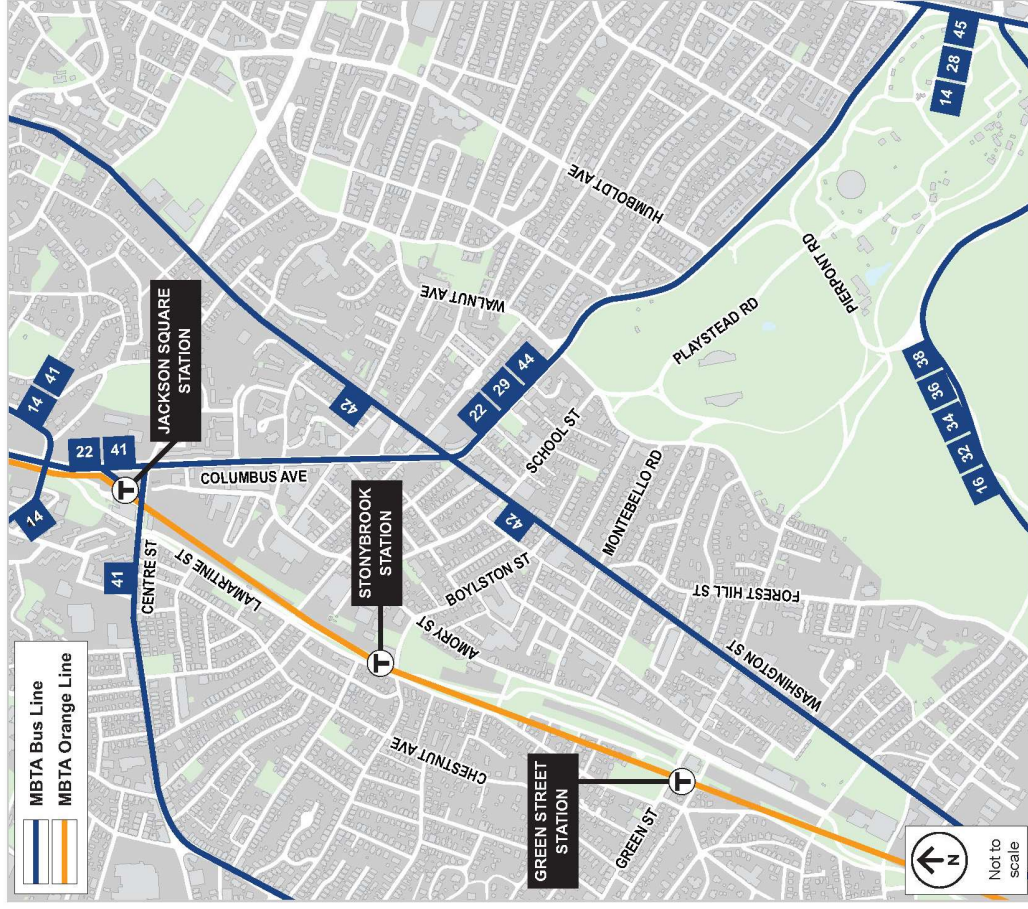
Once on site, transportation measures will be in place to prioritize the pedestrian and bicyclist experience. Taxi/TNC pick up and drop off locations will be clearly marked and not directly adjacent to entrance and exit gates to the stadium. TNC service leaving the event will be set up to utilize geofencing and the 'First In, First Out' (FIFO) system that removes the need for individual passengers connecting with a specific vehicle which allows for streamlined operations. The multiple shuttle buses being utilized (for both satellite parking and transit connections) will follow two routes, depending on destination/origin. These routes are shown in Figure 3.

Conclusion

As outlined, the preliminary Transportation Management and Operations Plan has many facets that offer a credible path to reducing reliance on private vehicles by event attendees. Should this team become the selected proposer, a detail transportation plan and impact analysis study will be conducted to formalize the preliminary efforts contained here as well as the necessary analysis and details to determine the event day transportation impacts.

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Figure 1. Existing Transit Services



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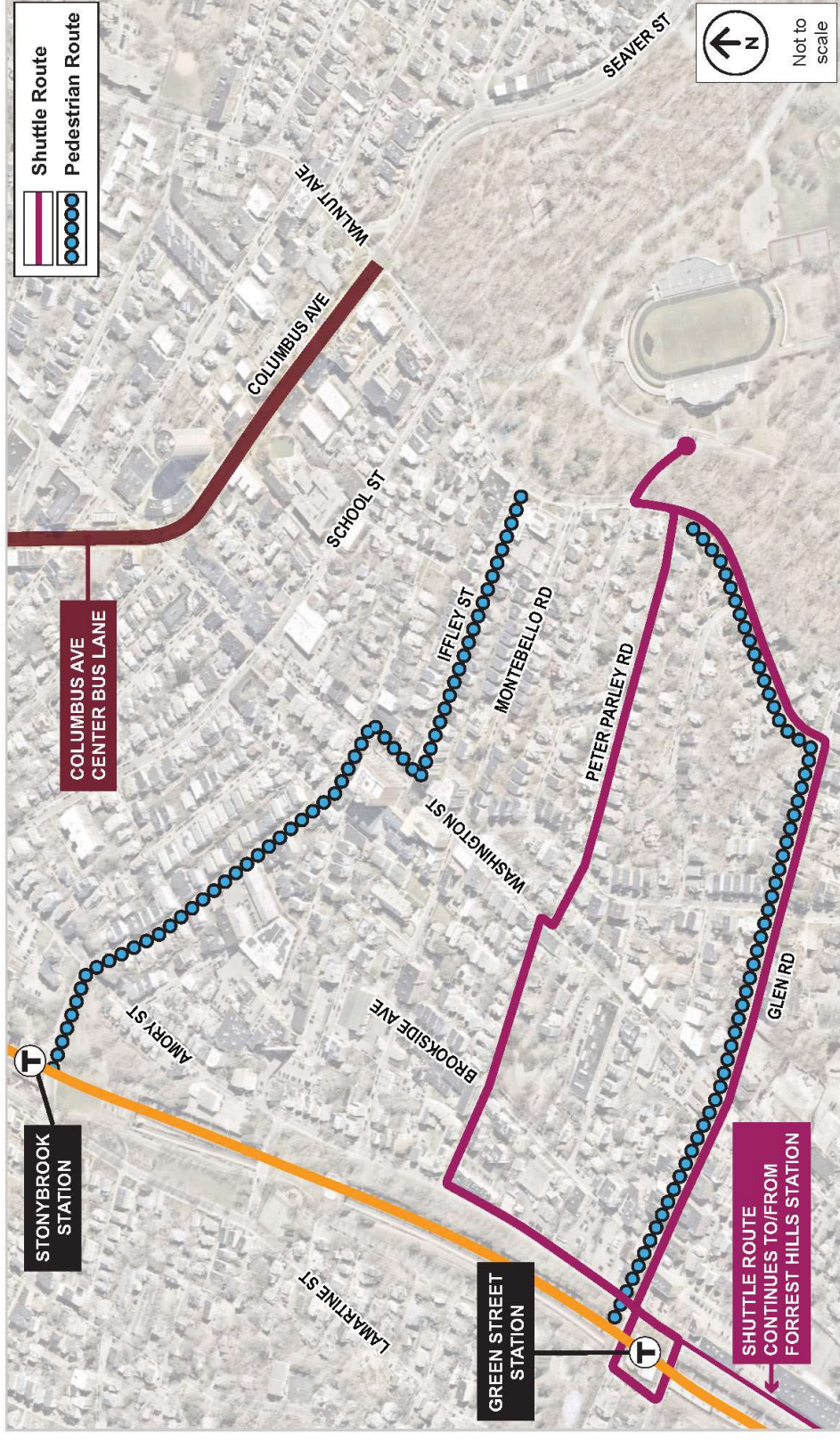
Figure 3. Proposed Shuttle Circulation



HOWARD STEIN HUDSON

Engineers + Planners

Figure 2. *Spectator Pedestrian and Transit Routes*



HOWARD STEIN HUDSON

Engineers + Planners



5.7

DESCRIPTION OF PARK ACTIVATION

The event space, named The Grove, is integral to the activation of the park and provides a wonderful opportunity to improve connections from the stadium to the park while also creating new amenities for stadium visitors, park goers and the local neighborhood.

Our conceptual design ideas are guided by the Franklin Park Action Plan and show how The Grove may be sensitively integrated into the park topography, respecting the park setting, the mature tree plantings and the historic Olmstedian aesthetic. Our thoughts show how arriving at The Grove can strengthen the wider park program and experience and how the space can provide an exceptional park facility for a wide variety of sporting, private and community events.

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WHITE STADIUM AND THE GROVE INITIAL SITE DESIGN THOUGHTS

“...removing barriers can establish shared public access to the stadium and make important spatial connections...”

Excerpt from the “Make Connections, Remove Barriers & Share Resources Section of the FPAP”

Park Setting and Franklin Park Action Plan

Our thinking is led by a sensitive and complimentary approach to the existing and future park setting. We see this as great opportunity to implement the Franklin Park Action Plan’s sound ideas by creating functional, safe and accessible circulation to and from the stadium. We also see this as an opportunity to sensitively choreograph dynamic, dramatic, processional experiences.

The Playstead — our design provides a new sloped viewing landform for spectators or for passive recreation.

The Overlook — our design sensitively contributes to the existing overlook, preserving mature tree canopy, working with existing changes in grade (20 ft +/-) and provides a playful alternative connection to the stadium.

Legacy & Heritage Trees — the stadium site and proposed event space design carefully integrates the heritage and legacy trees identified in the Franklin Park Action Plan. They provide a majestic and unique quality that we feel must be embraced.

The Zoo — Our design considers the vibrancy of The Grove and Stadium in proximity to the zoo. Our landform idea integrates the stadium with the park visually while also tempering sound for zoo animals.





THE PARK SETTING

“...befitting the form and material of the structure, adapted to harmonize it with natural scenery, and make it unobtrusive.”

Olmsted describing the Playstead Overlook

A carefully considered landform, in concert with the existing Playstead and Overlook topography, can help to seamlessly blend White Stadium and The Grove into the pastoral park setting.

PLAYSTEAD

The Grove

The Grove will be a special and unexpected space, sensitively hidden within the topography of the Playstead perimeter. People of all ages - during sporting or community events or as part of casual enjoyment of the park, will be able to encounter the space in a variety of ways and will create a unique synergy between nature, architecture, and experience.

Access

There are several ways to enter The Grove. The four access points can be augmented to provide secure ticketed entrances. The Entry Plaza provides the main access point to the stadium and event space with two retail concession stands flanking the entrance. Two further secondary entrances slope through the proposed landform providing dramatic entry to the space, emulating a dramatic stadium "arrival".

Retail

Two gateway retail concessions are located within the northwest corner with the potential to service a beer garden, outdoor dining, and provide a location for pre and post-game food and beverage, and gift shop.

Canopy Walk

The canopy walk provides a special bridge connection at a raised elevation from the existing park "Overlook" through the existing mature tree canopy to the proposed overlooks surrounding the event space. This immersive, natural route through the trees allows users to observe the complex canopy ecosystem upon arrival to the stadium or as part of the wider park trail network.

Grove Overlook

An opportunity to view events from a raised vantage or as part of the wider park experience.

Playstead Spectating

A place to view community and sporting events on the Playstead or gather, relax.





5.8

DESCRIPTION OF ECONOMIC DEVELOPMENT BENEFITS AND COMMUNITY BENEFITS

Sports bring communities together. Establishing a professional women's soccer team in Boston represents a signature opportunity to forge connections across neighborhoods, race, gender and economics. As a responsible and community-driven organization, we recognize that the renovation and operation of this beloved community asset is not only about significantly enhancing a venue for sporting and entertainment events but also about enhancing the overall quality of life and economic prospects for our residents – especially the residents of the 5 neighborhoods surrounding Franklin Park. Our proposal focuses not only on delivering a state-of-the-art facility, but also on maximizing the numerous economic and community benefits that will result from the transformation of White Stadium.

We believe that a stadium can serve as a catalyst for positive change, fostering economic growth, community engagement, and social development. Our vision is rooted in collaboration and inclusivity, working closely with local stakeholders, government agencies, and community groups to ensure that the benefits of the stadium extend beyond the boundaries of the venue itself and outside of the 20 game days Boston Unity proposes.

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In the last few months, we have begun the process of listening to and introducing our initiative to community leaders, youth serving, economic development, and health and wellness organizations. The list proposed as part of this submittal reflects our discussions and is a work in progress. We expect and respect that this list will evolve and take on greater specificity and clarity as we work with the community more broadly.

By renovating and professionalizing this stadium, we aim to create a range of lasting community benefits that will reinforce the work that the City of Boston and the Franklin Park communities are engaged in to make their neighborhoods more advantageous places to live, work, and play. These benefits encompass economic opportunities, job and career path creation, the addition of new convening spaces, enhanced recreational amenities, and expanded community-oriented programming. In addition to the many benefits that are generated by Boston Unity in White Stadium, Boston Unity itself will establish a substantial and meaningful Annual Fund to be directed and disbursed working with the community and city.

Economic Benefits Related To The Proposed Program – Hiring And Contracting Locally

Jobs And Career Paths

- 500+ New Construction Jobs: during construction approximately 500 construction and related workers will be employed onsite for two years paying out contracts over \$30M.
- 300 New Permanent Jobs: after completion of the stadium renovation, the Boston Unity Soccer Club expects to create 300 new permanent jobs both directly as employees of the Company, and indirectly through contracts with third party vendors.
- We will be the first professional sports team to have a direct connection to the neighborhood. As such, we will be looking to recruit and retain diverse candidates for a myriad of positions in both the sporting and business roles within the team, including:
 - coaches, physical therapists, analytics professionals, scouts, community relation managers, ticket sales and marketing staff and managers, facilities and maintenance managers and workers, event staff and managers, IT and other administrative roles.
 - Boston Unity will look to the communities around Franklin Park to source these jobs first, before expanding the search more broadly. This will be done through a web presence and online job search vehicle and through outreach to the business groups in these neighborhoods for appropriate candidates. We will hold job fairs for employment in these categories locally and advertise locally to reach as broad a potential pool of workers from within the community.
 - We recognize the value of career path work. Boston Unity will commit to a program of training, further education and ultimately promoting from within for workers and management with potential for growth within our organization.
- Investing in the future generations, Boston Unity will have yearlong and summer specific internships with a priority to direct those opportunities to neighborhood youth. These internships will create awareness of the career paths in business and

sports management and provide useful experience that can help young people get their first job.

Game Day Economic Opportunities – Contracts, Concessions, New Customers And Promotional Know How For Local Businesses

- We will look to have our home field culture defined in part by the taste of the neighborhood via local food establishments. Our target is to have over 50% of the menu options come from local food vendors either in the concourses or from flexible food trucks. We anticipate a minimum of 5-8 vendors selected to do \$10M in concession revenue. To enable this goal, we will offer flexible arrangements for vendors to include the revenue sharing options minimizing the need for upfront investment. We will employ the same awareness and outreach as described above for our internal hiring to source these contracts.
- We anticipate contracting in excess of \$10M annually in outside contracts to operate at White Stadium. We will strive to achieve over 50% of our contracts to come from local businesses, relying on the same techniques described above to identify qualified businesses for these needs, working in concert with the Main Streets organizations already serving these communities.
- Merchandise is expected to be a driver of team revenue. As with food vendors, we will look to local designers to help us create team merchandise that is distinctly Boston and culturally specific to the neighborhoods of Franklin Park. We believe this will give designers outlets for their talents within the city of Boston. We will feature the designs and designers in our team store and online portal.
- We will dedicate a portion of our in-game video advertising time to feature our local business partners and vendors providing expanded reach and exposure to potential customers beyond game day attendees. We anticipate working with the 5 Main Street organizations to understand better how our marketing and awareness platform can help with local plans to revitalize the business corridors surrounding Franklin Park. Boston Unity will establish a subsidized Local Business Advertising Program that will identify, support in building effective advertising, and provide low cost/no cost space within the overall in-game stadium advertising program.
- Sponsorship Activation. Our early sponsor discovery work suggests that there are opportunities to connect our sponsors with local businesses. We will work with community leaders, BECMA and the Main Streets organizations and others to identify areas where the local community feels it could benefit from collaborations in conjunction with our sponsors.
- Like many professional sports teams do, we will create a community spotlight where we feature a local organization or business as part of half time. Featured businesses will be able to use the coverage as a marketing asset. We will also co-promote the selection and game day activation in our own channels.
- We will also highlight one impact partner per game (40+ organizations a season) amplifying the work of the organizations that are driving these communities forward. Doing so will serve to get thousands of Bostonians to know these neighborhoods.
- Renovated stadium will include a dedicated neighborhood fan section and a multi-lingual presentation, giving community members the feeling of inclusivity and

affordable, premiere access to games.

Community Benefits Related To The Proposed Program

Enhanced Amenities And Convening Spaces

- The Grove will create a new connection between the stadium and Franklin Park and will offer a multitude of configurations to ignite new ideas for community gathering and programming. We aspire to help make the White Stadium and the Grove a cultural destination not only for women's soccer fans, but equally as important, for the multitude of neighborhoods and communities flanking Franklin Park. Examples are included previously in this submittal.
- Boston Unity will work with community leadership to maximize the use of the renovated West Grandstand and the Grove for community use. These spaces will be made available at subsidized/no cost for select community events, cultural festivals, and private events.

Benefits Related To Boston Public Schools And Youth Development

- In collaboration with the City of Boston and BPS, we will make the West Grandstand and Grove available to BPS students and support the development of new programming for BPS students.
- We intend to operate and maintain the stadium field on behalf of the Boston Public Schools allowing BPS to redirect funds that otherwise would be dedicated to maintenance to new programming for educational purposes. We anticipate the annual maintenance budget for this purpose to be \$400K+.
- Our Academy, as noted further in the Annual Fund section, will offer scholarships to select BPS students addressing access to high performance club soccer for city youth. We will have as our mission a focus on developing the "soft skills" helpful to succeed in career paths as well as inspiring a love of the game and the promotion of equity in youth play.
- We believe the existence of female professional athletes in Franklin Park and the partnerships we intend to have with city youth soccer leagues will help to create an equal playing field for girls in sports with increased opportunities for athletic and professional development. We intend to develop a Boston Unity Mentorship Program with the Boston Public Schools to provide this access and support with our athletes and staff.
- As noted above, we are committed to new summer internships in sporting, sports medicine, physical therapy and sports management for Boston youth. We will also encourage our corporate sponsors and other partners to similarly provide internships and focus hiring efforts on the surrounding communities.
- Through the neighborhood fan section and in collaboration with youth soccer leagues and BPS, we will provide access for students and youth to become a true part of the Game Day experience.

Boston Unity Annual Fund

In addition to the many benefits listed above generated by Boston Unity in White Stadium, Boston Unity itself will establish a substantial and meaningful Annual Fund solely funded by the company. Annual grants will be directed and disbursed working

with the community and the City. We imagine an advisory or steering committee composed of a community of leaders, City of Boston stakeholders and members of the Boston Unity soccer organization.

Through collaborations with community organizations and neighborhood councils, responsible management, and strategic partnerships, we are committed to ensuring that Boston Unity @ White Stadium uplifts the entire community for years. As part of our listening conversations over the last few months and in thinking about our team aspirations and those which are a natural fit given that we are a women's sports team, we have identified 4 pillars or areas to which we would like to dedicate the annual fund towards.

We have begun to think about potential partners and have listed a few thoughts in certain areas in this application. That said, we will undergo over the next two years, an extensive process to identify the very best collaborative partners for this work.

Boston Unity's 4 Pillars:

1. Local/Neighborhood Business Development
2. Health and Wellness of Black and Brown Communities in the Franklin Park area
3. Youth Development with an emphasis on girls
4. Franklin Park

Local Neighborhood Business Development:

We would like to support the revitalization of the business corridors along Seaver Street, Blue Hill Avenue, Eggleston Square, and Mattapan Square. We will look to the Main Street Organizations to help us develop a pipeline of programs and initiatives that we can support annually.

Health and Wellness:

Our initial discussions with community leaders have led to a convergence around a Health and Wellness pillar for the Unity Fund. We intend to leverage the work that has been done inside of the black and brown communities regarding the social determinants of health outcomes and the strategies to combat those determinants. We look forward to working with the community to develop ideas, difference- making connections and potential partners.

Youth Development:

While we believe all Boston youth deserve an equal chance at prosperity and opportunity, we know that women and girls in Boston are underserved. According to the Women's Foundation of Boston, less than 2% of philanthropic dollars in Boston are dedicated to women and girls' serving organizations (and 25% of that 2% is Wellesley College specific philanthropy). Hence, our youth development annual fund will emphasize girls: a natural fit for a women's professional team.

We believe that driving the participation in youth and teen sports amongst girls in black and brown communities and having female role models visible in the community can make progress against these challenges. As part of our player development strategy, we will create a youth academy to foster homegrown talent. We will partner with the urban

youth soccer leagues (potential partners include Soccer Unity Project, Jamaica Plain Soccer, Dorchester Youth Soccer, Roxbury Youth Soccer, Boston Scores) to identify talent and provide free or highly subsidized access to our youth academy. As we further develop the business plan for the academy, we can provide greater specificity of the number of scholarships we can offer.

Additionally, leveraging a professional women's sports team in the heart of the city will amplify the work amongst existing accomplished youth development organizations. Organizations like the YMCA, Boys and Girls Club of Boston, Boston Scores have all expressed interest in partnering with the team on new programming.

Franklin Park:

We believe that great public landscapes are never finished. They are living things whose cultural (and practical) significance is altered by each generation that engages with them. They require re-evaluation and change to best serve their communities. But that change must be guided by a careful understanding of the history of the place, including its natural, cultural and designed systems. (Franklin Park Action Plan p41)

We expect that the Boston Unity Annual Fund will be deployed in support of park priorities in collaboration with the City of Boston, The Franklin Park Zoo and the Franklin Park Coalition. We are particularly interested in ideas designed to improve the Playstead area which is adjacent to White Stadium as a potential focal point of our work seamlessly integrating the stadium and the Grove into community green space. We have had a number of conversations with the Franklin Park Coalition and look forward to more specific conversations designing uses and ideas for our annual fund.

5.9

DIVERSITY AND INCLUSION PLAN

The BUSP's overall mission is to create and grow a championship, professional women's soccer team that is owned, managed, and operated by women. We believe that women's sports can be a force for good on and off the field and, through intentional partnership with members of the communities where we hope to live, work and play, intend for BUSP to be a driver of wide-ranging and long-lasting benefits for all Bostonians and beyond.

BUSP, which represents both the development entity and future NWSL team owner, is a women-lead ownership group that is motivated by empowering female athletes and determined to grow the power of the women's sports community and with it, the League. BUSP understands that a diverse community is at the core of women's sports.

A key goal of Boston Unity is to create community wealth. Local businesses in the communities surrounding Franklin Park also means minority business enterprises. Our economic strategies outlined in Section 5.8 of this proposal reflect our commitment to hiring, contracting and supporting women and the black and brown population around Franklin Park. In measuring this effort we intend to follow these metrics:

- The Project will comply with the BPD's Diversity, Equity, and Inclusion (DEI) in Development Policy.
- The Project will contract using the "Massport Procurement Model," (inclusory standards increasingly embraced in Massachusetts, centering on equity participation, workplace and supplier diversity; enhanced wrap-

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around services; and other assertive measures; with dedicated performance metrics and accountability). The project will strive for a 50% MBE/WBE and local business threshold.

Boston Unity's partnership at White Stadium will also provide other benefits that have been identified throughout this proposal that have a social justice and inclusionary benefit to the minority-majority communities around Franklin Park and are listed here as well:

- Increase public safety in the immediate area of the Stadium with new lighting and security features.
- Provide opportunities for expanded BPS programming through improved athletic facilities.
- Create a community-oriented, accessible, valued fan experience.
- Include a dedicated neighborhood fan section within the renovated Stadium providing community members premiere access to games.
- Implement a "Community Amplification" program creating a platform to spotlight and amplify the people, work, and small businesses that are driving this community forward.
- Provide annual charitable donations to programs and partners to support education and children initiatives, women and diversity in sports and management, local community programs, Franklin Park, and the Franklin Park Zoo.
- Implement a "Game Day Giving" program highlighting one impact partner per game (40+ organizations a season) empowering women and girls across the Greater Boston area.

Engagement of Minority- & Women-Owned Businesses

BUSP will work towards a sustainable business model that factors in the things that make this game and this fan community different. Sustainability of the team and the League, and ultimately, greater equity in player resources is the outcome we all seek. Achieving this includes engaging Minority-Owned Businesses ("MBEs"), and Women-Owned Business Enterprises ("WBEs") (collectively referred to as "M/WBEs") as key partners for the Project.

Workforce Development/Training

BUSP's proposed D&I Plan includes the following strategies to support workforce training for underrepresented populations:

- Create 500+ jobs during renovation and construction, and 300+ new permanent jobs at all economic levels with preference given to local contractors, vendors, and employees.
- Provide marketing support and subsidized advertising for minority businesses during game days and events
- Provide cross-promotional opportunities for local businesses via food court and other concessions areas and collaborations with local artists and designers for merchandise.

- Create internship programs in sports management, sports medicine, property management and hospitality that service local and BPS students and graduates, providing pathways for the next generation of workers.
- Fund scholarships earmarked for local youth to participate and attend the team's youth leagues and development academy.
- Provide the unique opportunity for BPS students and Boston youth to experience world class female athletes in the Franklin Park neighborhood.

BUSP's Previous and Current D&I Initiatives

BUSP fully endorses a comprehensive vertical approach throughout its organization toward the application of best practices in the Environmental, Social and Governance ("ESG") realm. BUSP is committed to putting into real world practice those principles and values all too often recited, but not meaningfully implemented. Olympic gymnast Aly Raisman will be a Team Owner and Advisor on issues related to player experience, safety and development; and Richard Taylor a founding father of the "Massport Model" will be a D&I advisor for the Project.

BUSP will center the Project through an equity lens and move forward ready to listen, learn, and partner in ways that are authentic, intentional, and considerate of the rich history and future aspirations of the community surrounding White Stadium. BUSP has already begun to take steps to engage the community through outreach to local organizations and elected officials to gain a solid understanding of key concerns. BUSP is also actively seeking opportunities for collaboration with members of the diverse communities of Dorchester, Jamaica Plain, Roxbury, Mattapan, the City of Boston and Boston Public Schools.

5.10

REFERENCES

Contact information included in the Financial Proposal

Reference #1

Wyc Grousbeck

Managing Partner

Boston Celtics

Relationship: Friend and colleague

Reference Type: Business and Personal

Reference #2

Richard Taylor

Director

Center for Real Estate, Suffolk University

Relationship: Friend and colleague

Reference Type: Business and Personal

Reference #3

Caroline Foscato

President

Soccer Unity Project

Relationship: Friend and colleague

Reference Type: Business and Personal

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5.11

COMPANY PERFORMANCE

Has your company, or any principal member of the proposer, ever failed to complete any work awarded or failed to meet obligations under a lease agreement?

Response: No.



Name: Jennifer Epstein
Date: 6/21/2023
Title: Controlling Manager
Address: c/o Arent Fox
Attn: Chris Tsouros
800 Boylston St 32nd floor
Boston, MA 02199

—
Please list any adverse legal judgments against your firm, or any principal member of the proposer, as a result of alleged unsatisfactory performance or breach of contract within the past three years. If your firm was incorporated in the last three years, please also provide the above information for each of the principals of the firm and for any businesses which they have had an ownership interest within the past three years.

Response: None

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5.12

ADDITIONAL INFORMATION

- Certificate of Non-Collusion.
- DCAMM Disclosure Statement for Transaction with a Public Agency concerning Real Property, MGL C. 7C, s. 38.
- Minimum Quality Requirements Form
- Contractor Certification Form
- Acknowledgment of Addenda

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CERTIFICATE OF NON-COLLUSION

The undersigned certified under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in their certification, the word "person" shall mean any natural person, business, partnership, corporation, union or other organization, entity, or group of individuals.



Signature of individual submitting proposal

Boston Unity Soccer Partners LLC

Name of business (type or print)

6/21/2023

Date

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance

DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

One Ashburton Place, 15th Floor, Boston, MA 02108

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY: White Stadium

(2) TYPE OF TRANSACTION, AGREEMENT or DOCUMENT: Leases and License Agreements

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: City of Boston; Boston Public Facilities Department;
Boston Public Schools

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY: Boston Unity Soccer Partners LLC, a limited liability
company

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):
 Lessor/Landlord ☒ Lessee/Tenant
 Seller/Grantor Buyer/Grantee
☒ Other (Please describe): Licensor/Licensee

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME RESIDENCE
See schedule submitted with Price Proposal

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE).

☒ NONE POSITION:
NAME:

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Boston Unity Soccer Partners LLC

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

06/21/2023

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

Jennifer Epstein, Controlling Manager

PRINT NAME & TITLE of AUTHORIZED SIGNER

Minimum Quality Requirements

To be completed and submitted by Respondent

Each Respondent must check either "YES" or "NO" for each and every item below and submit such with its **Technical Proposal**. The Awarding Authority will accept for further evaluation **ONLY** those proposals that the Respondent has checked **YES** and are verifiable for each and every item below.

Name of Respondent (print or type): Boston Unity Soccer Partners LLC

Requirement	Yes/No
1. The Respondent is in compliance with all applicable statutes governing conflicts of interest. Please note that any Respondent who has previously rendered services under a contract with the City, will not be precluded by Chapter 268A of the General Laws of Massachusetts from participating by contract or otherwise in the activities of the City with regard to the properties listed in this RFP.	Yes
2. The Respondent is in good financial standing with the City and in compliance with all City code requirements.	Yes
3. The Respondent's proposal conforms in all respects to the City's Specifications as stated in this RFP.	Yes
4. The Respondent signed (where required) and returned all required forms as detailed in Section 5 of the RFP.	Yes
5. The Respondent completed and submitted a Price Proposal.	Yes
6. The Respondent agrees to accept each and every provision of the "City of Boston Standard Contract General Conditions" (Form CM 11) contained herein.	Yes
7. The Respondent has the capacity to enter into a lease agreement, which includes the terms and conditions in Appendix D to the RFP, without modification and occupy, operate, and maintain the Leased Premises as required under this RFP.	Yes
8. The Respondent is the duly authorized individual, official, or representative of the Respondent that may submit a binding proposal in conformance with the requirements set forth under this RFP.	Yes

CITY OF BOSTON
CONTRACTOR CERTIFICATION

To the Official, acting in the name and on behalf of the City of Boston

- A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

NOT APPLICABLE AS A CONTRACTOR HAS NOT YET BEEN SELECTED

in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

(Individual-Partnership-Corporation-Joint Venture-Trust)

1. If the Contractor is a Partnership, state name and address of all partners:

2. If the Contractor is a Corporation, state the following:

Corporation is incorporated in the State of _____

President is _____

Treasurer is _____

Place of business is _____
(Street)

(City, State and Zip Code)

3. If the Contractor is a Joint Venture, state the name and business address of each person, firm or company that is party to the joint venture:

A copy of the joint venture agreement is on file at _____
and will be delivered to the Official on request.

4. If the Contractor is a Trust, state the name and address of all Trustees:

The trust document(s) are on file at _____,
and will be delivered to the Official on request.

5. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

6. The Taxpayer Identification Number* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

*If individual, use Social Security Number _____

7. City of Boston Ordinance, Chapter IV, § 4-8 requires City Contractors to safeguard unprotected pedestrians, cyclists, and motorists by installing side under-ride guards, convex blind spot mirrors, cross-over mirrors, and appropriate warning signage on all large vehicles used within the City of Boston in connection with a City

Contract. Large vehicles are those with a gross weight exceeding 10,000 lbs., a trailer with an unladen mass exceeding 10,000 lbs., or a semi-trailer with a gross weight exceeding 26,000 lbs. Contractors are required to have such large vehicles inspected by the City prior to starting work on a City of Boston Contract. Additional details may be found at www.cityofboston.gov/procurement.

8. The undersigned certifies under penalties of perjury that this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Contractor: _____
By: _____
(Sign Here)
Title: _____
Business Address: _____
(Street)

(City, State and Zip Code)

NOTE: This statement must bear the signature of the contractor.

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL AUGUST 2015
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB AUG 2015)

Event EV 00012353

Acknowledgement of Addenda

This Bid includes addenda numbered: 1, 2, 3

Company Name Boston Unity Soccer Partners LLC

Authorized Representative Jennifer Epstein
Print


Signature

Date 6/21/2023



WHITE STADIUM RENOVATION

TECHNICAL PROPOSAL

June 26, 2023 | RFP #EV00012353

EXHIBIT E
Designation Letter

(see attached)



July 31, 2023

Jennifer Epstein
Controlling Manager
Boston Unity Soccer Partners LLC

Re: Request for Proposals for the Lease of the West Grandstand and Adjacent Areas of White Stadium

Dear Ms. Epstein,

We are pleased to inform you that, upon the recommendation of the City's evaluation committee, we have conditionally designated Boston Unity Soccer Partners ("BUSP") as the preferred proposer for the lease of the West Grandstand and Adjacent Areas of White Stadium, as shown in Appendices B and C of the Request for Proposals (RFP). We are excited at the prospect of this public-private partnership to reimagine White Stadium as a beautiful new home of Boston Public School athletics and bring a professional women's soccer team to the heart of our City. Through our shared investment in White Stadium, we can realize a transformative vision for BPS athletics and create new, vibrant community spaces within the unique landscape of Franklin Park.

The award to BUSP of a lease of the West Grandstand and Adjacent Areas of White Stadium is contingent on the successful resolution, to the satisfaction of the City and BPS, of the following matters:

- Evidence of financial sources for the design, permitting, and construction of BUSP's portion of improvements to White Stadium;
- Negotiation of the terms and conditions of a ground lease that includes, at a minimum, the standard and additional lease terms and conditions described in the RFP;
- Development of a design in collaboration with the City of Boston Public Facilities Team that is compatible with the City's proposed renovation of the East Grandstand and the Franklin Park Action Plan;
- Approval of a design, permitting, and development schedule that will achieve the collaborative design;



- Development of a satisfactory and implementable transportation management plan for BUSP game days;
- Negotiation of the terms and conditions of a facilities management and operations agreement and/or license agreement that, among other things, details the shared use of White Stadium (including the prioritization of BPS and City events) and establishes clear guidelines for community access to the leased areas (other than limited team-specific areas);
- Development of a plan to accomplish BUSP's stated supplier diversity goals; and
- Any additional related matters deemed necessary or appropriate for the City of Boston to resolve prior to entering into definitive transaction documents.

The City intends to begin ground lease negotiations with BUSP immediately and will host additional community engagement sessions to inform the process and assist us in finalizing terms and conditions. We propose to host additional community sessions on 1) transportation management, 2) BPS athletics and community uses, 3) alignment with the Franklin Park Action Plan, and 4) supplier diversity and community benefits, as well as further sessions on stadium design. We look forward to partnering with BUSP on these sessions to ensure that our collaboration is reflected in every aspect of the project.

Notwithstanding the foregoing, this designation letter shall be construed only as a preliminary selection and not a legally binding commitment, and the City of Boston and its constituent agencies shall not be legally bound unless and until such time as definitive transaction documents, including a ground lease, have been agreed to, executed, and delivered by all parties thereto. It is expressly acknowledged that City of Boston officials do not hereby purport to grant or guarantee any local regulatory approvals, including building and zoning approvals, school committee approvals, landmarks approvals, alcohol and entertainment licensing, or any other regulatory approval.

Congratulations on your selection. We look forward to working with your team on this project.

Sincerely,

Dion Irish
Chief of Operations
City of Boston

Mary Skipper
Superintendent
Boston Public Schools

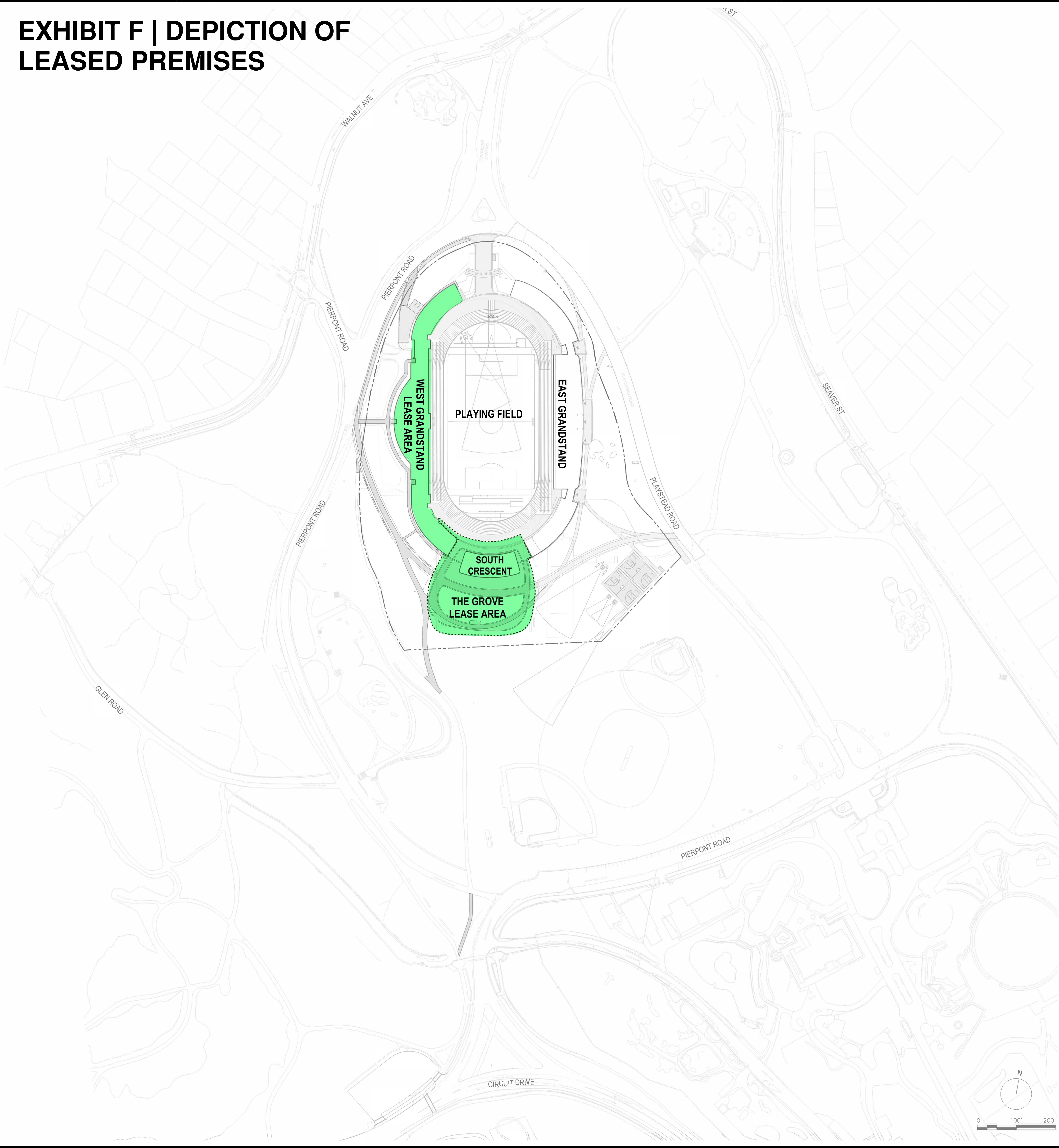
EXHIBIT F

Depiction of Leased Premises

(see attached)

[Exhibit F]

EXHIBIT F | DEPICTION OF LEASED PREMISES



LEGEND


- GEORGE WHITE TRUST PROPERTY LINE
- — — LIMIT OF WORK OUTSIDE TRUST LINE
- LEASED PREMISES

#	DATE	CHANGE DESCRIPTION




WHITE STADIUM
450 WALNUT AVENUE
BOSTON, MA 02130

BOSTON UNITY SOCCER PARTNERS



200 STATE STREET, SUITE 200
BOSTON, MA 02109
PHONE: (617) 535-7685

Moody Nolan



40 WATER STREET, 3RD FLOOR
BOSTON, MA 02109
PHONE: (617) 234-3100

DRAWING TITLE:
EXHIBIT F | DEPICTION OF LEASED PREMISES

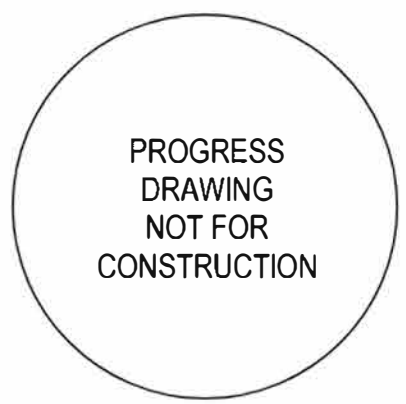
	2024.12.06
	FOR REFERENCE

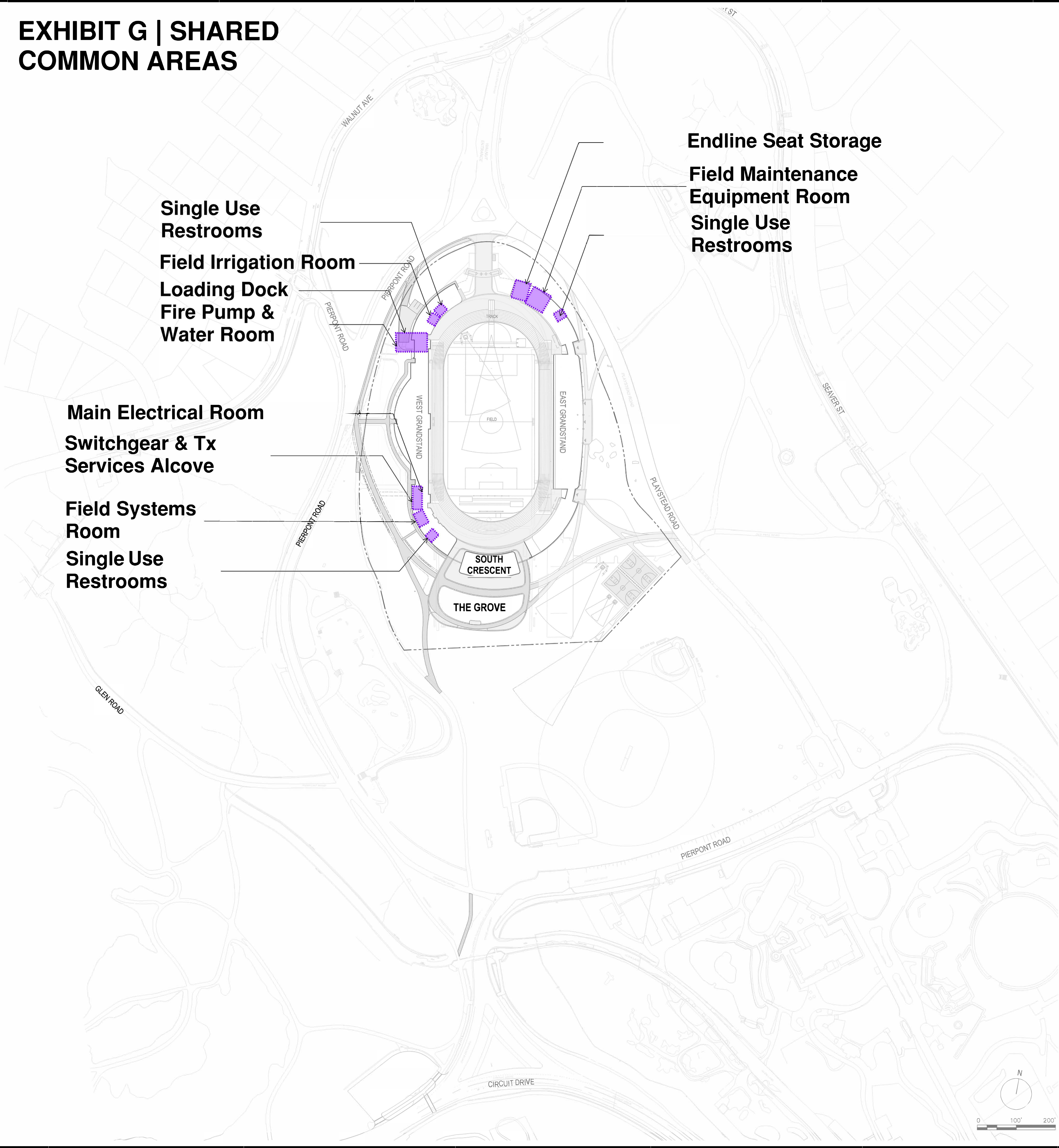
EXHIBIT G

Depiction of Shared Common Areas

(see attached)

[Exhibit G]

EXHIBIT G | SHARED COMMON AREAS



LEGEND

----- GEORGE WHITE TRUST PROPERTY LINE

----- SHARED USE ITEM

NOTE: FINAL LOCATIONS OF SPACES SUBJECT TO FINAL CONSTRUCTION DOCUMENTS


NOTE: INCLUDED FOR REFERENCE ONLY

#	DATE	CHANGE DESCRIPTION
1	2024.08.11	SCHEMATIC DESIGN
2	2024.08.01	DESIGN DEVELOPMENT




WHITE STADIUM
450 WALNUT AVENUE
BOSTON, MA 02130

BOSTON UNITY SOCCER PARTNERS



200 STATE STREET, SUITE 200
BOSTON, MA 02109
PHONE: (617) 535-7685

Moody Nolan



40 WATER STREET, 3RD FLOOR
BOSTON, MA 02109
PHONE: (617) 234-3100

DRAWING TITLE:
EXHIBIT G | SHARED COMMON AREAS

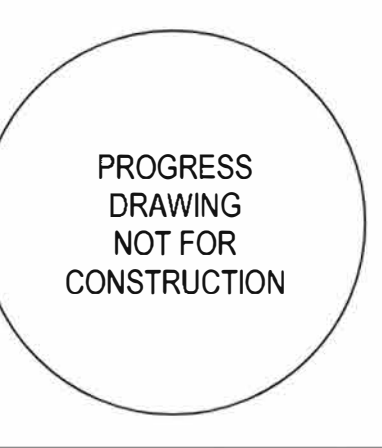
	2024.12.06
	DESIGN DEVELOPMENT SET

EXHIBIT H

Work Letter

WORK LETTER

This WORK LETTER (this “**Work Letter**”) is incorporated into that certain Lease Agreement (the “**Lease**”) dated as of December 23, 2024, by and between **BOSTON PUBLIC SCHOOLS**, acting on behalf of The City of Boston George Robert White Fund (“**Landlord**”), and **BOSTON UNITY STADCO LLC**, a Massachusetts limited liability company (“**Tenant**”). Any initially capitalized terms used but not defined herein shall have the meanings given to them in the Lease. This Work Letter is expressly subject to the provisions of the Lease, supplements and is part of the Lease, and shall be construed consistently with the terms of the Lease.

1. Goals and Purpose

Landlord and Tenant have undergone an extensive collaborative process for establishing the design, permitting, construction, and funding plans for the renovation and improvement of the Stadium (including the Leased Premises and the Licensed Premises), such overall project to be referred to herein as the “**Project**”. Landlord and Tenant have prepared and agreed upon an allocation of the scopes of work constituting the Project, such allocation being specified in the following three plans with accompanying narratives attached hereto and incorporated herein:

- (a) “**Construction Limits of Work (LOW) Plan**” attached hereto as Schedule 1;
- (b) “**Utilities Limits of Work (LOW) Plan**” attached hereto as Schedule 2; and
- (c) “**Lighting Limits of Work (LOW) Plan**” attached hereto as Schedule 3.

Collectively, the foregoing are referred to as the “**Project Scope of Work Plans**”.

Tenant shall design, permit, and construct the Tenant Work (defined below) in accordance with the Lease and this Work Letter, at its sole cost and expense. Landlord shall design, permit, and construct the Landlord Work (defined below) in accordance with the Lease and this Work Letter, at its sole cost and expense.

As a general matter, the Parties anticipate the following will occur over the course of the Project:

- a. Documents; Change Orders; Approval Rights. Each Party, having already completed its own exercise as to its “**Schematic Design Documents (SDs)**”, will continue to develop “**Design Development Documents (DDs)**”, “**Construction Bid Documents (BDs)**”, and final “**Construction Documents (CDs)**” for its portion of the Project (i.e., Tenant for the Tenant Work and Landlord for the Landlord Work). The Parties acknowledge and agree that their respective SDs (i.e., Tenant for the Tenant Work and Landlord for the Landlord Work) that were the basis for the Granted Entitlements that have been obtained to date are hereby approved by each Party.

Each of the DDs, BDs, and CDs for the Tenant Work will be subject to Landlord's prior written approval, as will any proposed change orders to any set of the aforementioned documents for the Tenant Work other than proposed change orders detailing changes of a de minimis nature. Any proposed change order shall include a detailed change order proposal (COP) prepared by Tenant that includes, without limitation, (i) a description of and rationale for the requested change, (ii) identification of the adjustments to the scope of the Tenant Work and any new specifications resulting therefrom, (iii) identification of the expected impact on the timeline for Substantial Completion of Tenant's Work. Not more than fifteen (15) business days after request from Tenant for approval of the DDs, BDs, CDs, or any proposed change order, as applicable, Landlord shall deliver to Tenant the written objections, questions or comments, or requests for clarification of Landlord and its architect with regard thereto, following which Tenant shall cause such set of documents or proposed change order (and COP), as applicable, to be revised to address such written objections, questions or comments, or requests for clarification in a manner reasonably acceptable to Tenant and shall resubmit said documents or proposed change order (and COP), as applicable, to Landlord for approval within twenty (20) business days thereafter. Such process shall continue until Landlord has approved the DDs, BDs, CDs, or proposed change order to the applicable set of aforementioned documents for the Tenant Work, as applicable. Notwithstanding the foregoing timeframes, the Parties will endeavor in good faith to act more expediently in exigent circumstances.

Tenant shall have approval rights over only those limited elements of Landlord's DDs, BDs, CDs, or any proposed change order to the CDs for the Landlord Work, as applicable, that (i) impact compliance with the Granted Entitlements and/or the NWSL's minimum design standards, or (ii) would materially increase the operational obligations of Tenant under the Lease or the SUA, and, in instances where Tenant's approval is required, Tenant's approval rights shall only be to ensure such elements comply with the Granted Entitlements and/or the NWSL's minimum design standards and would not materially increase the operational obligations of Tenant. The process for approval shall be the same as the process for Landlord's approval of Tenant's DDs, BDs, CDs, or any proposed change order to the CDs for the Tenant Work, as applicable, except that Tenant's approval rights are limited as set forth above.

Tenant's CDs shall, upon completion of the Tenant Work, ensure that the Leased Premises (and any other installations by Tenant on or about the Property) shall comply with all applicable laws, codes, ordinances, rules, and regulations applicable to the Tenant Work and the intended use of the Leased Premises as of the Commencement Date. Tenant shall submit product data, shop drawings, samples or specifications of products, equipment, or items listed in the plans and specifications for the Tenant Work upon request to Landlord for review.

Notwithstanding the foregoing approval rights, neither Landlord nor Tenant shall have the right to disapprove of design elements previously approved by Landlord or Tenant, as applicable, unless a change to other elements subsequent to such prior approval impacts such design element. For the avoidance of doubt, all approvals and requests must be in writing to be valid. No approval by either Party of the CDs or other plans, specifications, or design elements (or approved changes thereto) of the other Party shall constitute such approving party's opinion that the same are suitable for their intended purpose, comply with law, or are otherwise appropriate, sufficient or proper.

- b. The portion of the Project allocated to Tenant by the Project Scope of Work Plans shall be included in Tenant's CDs and is referred to herein as the "**Tenant Work**", and the portion of the Project allocated to Landlord by the Project Scope of Work Plans shall be included in Landlord's CDs and is referred to herein as the "**Landlord Work**". The Landlord Work consists of the Phase I Landlord Work and the Phase II Landlord Work. The "**Phase I Landlord Work**" shall mean all elements of the Landlord Work identified on Schedule 4 attached hereto; the "**Phase II Landlord Work**" shall mean all other portions of the Landlord Work. Tenant shall complete the Tenant Work in accordance with Tenant's CDs approved by Landlord, with only such changes as do not require Landlord's approval, or which have received Landlord's approval. Landlord shall complete the Landlord Work in accordance with Landlord's CDs approved by Tenant to the extent such approval may be required, with only such changes as do not require Tenant's approval, or which have received Tenant's approval.
- c. The Parties' respective design and construction teams will continue to communicate and coordinate with each other throughout the duration of the Project.
- d. The timeline for completion of the Landlord Work (and Tenant's remedies for delay thereof) is set forth in Section 2.3(b) of the Lease. Tenant hereby covenants to use commercially reasonable efforts to achieve Substantial Completion of the Tenant Work by March 1, 2026, and shall in any event achieve Substantial Completion of the Tenant Work by December 1, 2026, as such date may be extended by Force Majeure Events (and promptly complete all punchlist items thereafter). Tenant will cause its general contractor to procure and maintain a payment and performance bond for the Tenant Work in form and substance reasonably satisfactory to Landlord naming Landlord as dual obligee, and a statutory lien bond.
- e. Tenant shall have an opportunity to continue to perform environmental testing at the Leased Premises from time to time as construction proceeds on the site. Pursuant to Section 6.5 of the Lease, Tenant shall be solely responsible for (i) pre-existing hazardous materials located on, in, or under the Leased Premises, and (ii) pre-existing hazardous materials located on, in, or under those limited areas outside the Leased Premises on which Tenant performs construction as part of the

Tenant Work, but, with respect to clause (ii), only to the extent exacerbated by Tenant or its contractors, vendors, or agents; Tenant shall not be responsible for other hazardous materials unless introduced, caused, or exacerbated by Tenant or its contractors, vendors, or agents. Tenant shall remediate any hazardous materials for which it is responsible to Landlord's satisfaction and in accordance with any applicable law or regulation in accordance with Section 6.5 of the Lease. Landlord and Tenant shall communicate as to any environmental conditions encountered by either during their respective construction activities (except in the case of Landlord, only environmental conditions that would reasonably be expected to impact the Leased Premises or use thereof), each promptly notifying the other in reasonable detail as to any such findings and providing copies of any and all final third-party reports with respect to the same. Provided Tenant or its contractors, vendors, or agents have not exacerbated the same, Landlord shall remediate to the extent required by applicable law any pre-existing hazardous materials located on, in, or under those limited areas outside the Leased Premises on which Tenant performs construction as part of the Tenant Work. In the event of any soil contamination found, Landlord and Tenant shall each adhere to a soil management plan as directed by Landlord, which shall among other items, provide that no contaminated soils shall be stockpiled on-site. The provisions of this Paragraph (e) shall survive the early termination of the Lease.

- f. Landlord (with respect to the Property) and Tenant (with respect to the Leased Premises) each may, but shall have no obligation to, conduct a site conditions survey from time to time as construction proceeds on the site, to determine some or all relevant existing conditions, including, but not limited to underground geotechnical conditions, utilities, and easements. Landlord (in consultation with the Public Facilities Department and BPRD) shall also provide any material, final information it receives concerning environmental conditions or other material site conditions located in the Surrounding Park Area that impacts the Leased Premises during construction of the Stadium; promptly notifying the Tenant in reasonable detail of the same and providing copies of any and all final third-party reports with respect to the same if related to the Leased Premises.
- g. Landlord and Tenant each will be solely responsible for obtaining all permits and approvals required for their own work (i.e., the Landlord Work and the Tenant Work, respectively), and each will provide the other with complete copies and full drawing sets (showing designs and specifications) as they are submitted to the City of Boston Inspectional Services Department for all demolition and building permits and any amendments thereto.
- h. The Parties acknowledge that, in the absence of the transactions contemplated under the Lease, Landlord would have constructed an athletic facility suitable for high school athletics and Boston Public Schools uses, and that Tenant requires a higher level of standards, equipment and materials that will satisfy the needs of its professional sports team (e.g., improved seating; improved lighting; improved Playing Field; covered canopy over seating; improved scoreboard; video and

audio enhancements; etc.). These upgrades from a baseline of a high school athletic and Boston Public Schools facility are referred to herein as the “**Tenant Upgrades**”. The Parties acknowledge that the Tenant Upgrades and cost thereof have factored into agreement upon this Work Letter and the Project Scope of Work Plans.

2. Bifurcated Redevelopment of White Stadium

a. Overview. Although it is the expectation that the Project will, following completion, function as a single, cohesive athletic stadium, the design, permitting, and construction process for the Project is bifurcated as agreed to under the Project Scope of Work Plans. The Parties will cause their respective contractors to work harmoniously and coordinate construction activities and sequencing for the mutual benefit of the overall Project.

b. Warranties. Landlord shall either (i) cause its architect’s and general contractor’s warranties (and all other usual and customary warranties associated with the Landlord Work, including engineers and material’s suppliers), to the extent applicable to items Tenant is obligated under the Lease to repair, maintain, or replace to run in favor of Tenant (in addition to Landlord), or (ii) on a non-exclusive basis, assign such warranties to Tenant to the extent applicable to items Tenant is obligated under the Lease to repair, maintain, or replace, in any such case without representation or warranty from Landlord. Landlord also shall reasonably cooperate with Tenant to pursue the enforcement of any such warranties associated with the Landlord Work to the extent applicable to items Tenant is obligated under the Lease to repair, maintain, or replace. Tenant shall either (i) cause its architect’s and general contractor’s warranties (and all other usual and customary warranties associated with the Tenant Work, including engineers and material’s suppliers) to run in favor of Landlord (in addition to Tenant), or (ii) on a non-exclusive basis, assign such warranties to Landlord, in any such case without representation or warranty from Tenant. Tenant also shall reasonably cooperate with Landlord to pursue the enforcement of any such warranties associated with the Tenant Work. The provisions of this Paragraph (b) shall survive the early termination of the Lease.

c. Architects, Consultants and Contractors. Tenant has selected each of Stantec and Moody Nolan as architects for the Tenant Work. Landlord has selected Jones Architecture Inc. as the architect for the Landlord Work. Landlord has selected Bond as its general contractor for the Landlord Work. Tenant’s general contractor (and any replacement thereof, which will not be implemented without good cause) and other material vendors (and any replacements thereof, which will not be implemented without good cause) shall be subject to the prior approval of Landlord in its sole discretion. If Tenant should elect to replace its architect and engage a replacement architect to fulfill the responsibilities contemplated to be undertaken by the prior architect on behalf of Tenant (the parties hereby agreeing that such a replacement of an architect will not be implemented without good cause), the identity of the replacement architect shall be subject to the prior approval of Landlord in its sole discretion.

d. Construction Timeline Determination. Tenant shall promptly provide Landlord a construction timeline determination in primavera 6 (P6) format and shall at all times coordinate its construction schedule for the Tenant Work with Landlord’s construction schedule for the Landlord Work. Landlord shall promptly provide Tenant a construction timeline determination

in primavera 6 (P6) format and shall at all times coordinate its construction schedule for the Landlord Work with Tenant's construction schedule for the Tenant Work. The Parties shall exchange their then-current construction schedules on at least a monthly basis.

3. Authorized Representatives

a. Tenant's Authorized Representative. Tenant designates each of William Keravuori and John Martino (either such individual acting alone, "**Tenant's Representative**") as the only persons authorized to act for Tenant pursuant to this Work Letter. Landlord shall not be obligated to respond to or act upon any request, approval, inquiry or other communication ("**Communication**") from or on behalf of Tenant in connection with this Work Letter unless such Communication is in writing from Tenant's Representative. Tenant may change either Tenant's Representative at any time upon not less than five (5) Business Days advance written notice to Landlord.

b. Landlord's Authorized Representative. Landlord designates Dion Irish, Chief of Operations ("**Landlord's Representative**") as the only person authorized to act for Landlord pursuant to this Work Letter. Tenant shall not be obligated to respond to or act upon any request, approval, inquiry or other Communication from or on behalf of Landlord in connection with this Work Letter unless such Communication is in writing from Landlord's Representative. Landlord may change Landlord's Representative at any time upon not less than five (5) Business Days advance written notice to Tenant.

4. Construction Processes

The Parties agree to follow the processes and procedures set forth below during the course of their respective Landlord Work and Tenant Work on the Project:

a. Planning and Construction Meetings; Oversight. The parties and their contractors will meet at the start of the Parties' respective demolition and construction phases and, each acting reasonably, will agree upon coordination, joint meetings, sequencing, access, and other construction-related planning protocols to ensure that construction proceeds as smoothly as possible, each providing the other Party with reasonable inspection rights.

b. Adherence to Construction Schedule; Timely Performance. The Parties will establish and use reasonable efforts to adhere to construction schedules for their respective work. Each Party shall endeavor to provide that, under the terms of the construction contract for its portion of the Project, its general contractor shall take remedial action at no additional cost to Landlord or Tenant to correct material delays in the progress of the construction of the work (as measured in relation to certain milestones to be identified in such contract) to the extent that such delays are within the reasonable control of the general contractor. If such a provision is included in the construction contract, each party shall use good faith, commercially reasonable efforts to enforce the rights described in the immediately preceding sentence.

c. Quality Assurance; Sample Condition. Tenant shall ensure that all products and materials used in the Tenant Work match or exceed the quality of those approved by Landlord

and its design standards. Tenant shall maintain all approved product samples in good and clean condition on-site.

d. Substantial Completion. “**Substantial Completion**” or “**Substantially Complete**” as used herein and in the Lease shall be that Party’s completion of all construction work and installation of all equipment and fixtures called for in that Party’s Construction Documents, (i) such that the work has been performed in a good and workmanlike manner using new materials of good quality, operational for its intended purpose and function without defects, leaving only ‘punchlist’ finalization to be performed; and (ii) as to which such work, if required, has received a Certificate of Occupancy from the ISD. Upon Substantial Completion of their respective work, each Party shall require its architect and general contractor to execute and deliver, for the benefit of both Tenant and Landlord, a Certificate of Substantial Completion in the form of the American Institute of Architects (AIA) document G704. Each Party shall promptly complete its punchlist work.

e. Labor Harmony. Neither Tenant nor any of its contractors or subcontractors performing any of the Tenant Work shall cause any labor disharmony at the Project, and Tenant shall be responsible for all costs required to restore labor harmony due to Tenant or any of its contractors or subcontractors under this Paragraph (e).

f. Prevailing Wage. Tenant shall comply with the Massachusetts Prevailing Wage Law (Mass. Gen. Laws ch. 149, §149, §§26-27H), which establishes minimum wage rates for workers. Tenant shall comply and shall cause its subcontractors to comply with Mass. Gen. Laws ch. 149, § 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. Tenant shall, and shall cause its contractors and subcontractors to, submit weekly copies of their weekly payroll records to Landlord.

g. No Liens. Tenant shall pay the entire cost of the Tenant Work, including, without limitation, any services provided to Tenant or those claiming by or through Tenant in connection with Tenant Work giving rise to a lien pursuant to the Massachusetts General Laws, so that the Leased Premises and the Property shall always be free of liens for labor, materials, or services, or as otherwise provided under such statutes. If any such lien is filed, then Tenant shall promptly (and always within twenty (20) days after receiving notice of such lien from any source) discharge the same. If Tenant shall fail to timely discharge any such lien as and when required under this Paragraph (g), Landlord may, but shall have no obligation to, discharge such lien or obtain a bond to remove such lien, in which event Tenant shall reimburse Landlord for all costs incurred by Landlord in connection with such discharge or bond, within ten (10) days after written demand for such reimbursement. The provisions of this Paragraph (g) shall survive the early termination of the Lease.

h. Construction Deliveries. Tenant shall cause its architect, simultaneously with delivery to the Tenant, to deliver to Landlord duplicates of any proposed change orders, change directives, interpretations, certifications, reports or notices received or issued by Tenant’s architect pursuant to Tenant’s contract with the architect or its construction contract with its general contractor. In the event of the earlier termination of the Lease (including this Work Letter) or exercise by Landlord of its self-help remedies under the Lease prior to the completion

of construction, then, upon Landlord's written request to Tenant, Tenant shall promptly deliver to Landlord (to the extent not previously delivered to Landlord) all plans, reports, certifications, warranties, and work-product pertaining to the design and construction of the Leased Premises, assign its construction and architect contracts to Landlord, and cooperate in good faith with Landlord to transition to Landlord any remaining work Landlord desires complete, and Tenant shall bear any and all costs and expenses incurred by Landlord in connection therewith; otherwise, such remaining materials shall be delivered at final completion of the Tenant Work. Landlord shall cause its architect to deliver to Tenant copies of all change orders for the Landlord Work.

i. Insurance. Prior to the commencement of the Tenant Work (including any demolition), Tenant shall deliver to Landlord a copy of any contract with Tenant's contractors (including the architect and the general contractor), and certificates of insurance from any contractor performing any part of the Tenant Work evidencing industry standard commercial general liability, automotive liability, "builder's risk", and workers' compensation insurance at coverages not less than those required of Tenant under the Lease. Tenant shall cause its general contractor to provide a certificate of insurance naming Landlord as an additional insured for the general contractor's liability coverages required above. Landlord shall carry 'builder's risk' insurance for the duration of the construction of the Project (but not demolition) as set forth in the Lease.

j. Close-Out. Tenant shall cause its architect to certify to Landlord and Tenant the dates of Substantial Completion and final completion of the Tenant Work, and approved change orders to the Tenant Work. Upon completion of the Tenant Work, Tenant shall deliver to Landlord copies of (i) final lien waivers from the contractors, subcontractors, and suppliers performing Tenant Work, and (ii) CAD drawings, REVIT files, associated Building Information Management (BIM) models, and certified as-built plans for the Tenant Work, which shall be transferred to or vested in Landlord upon delivery to Landlord. Upon completion of the Landlord Work, Landlord shall deliver to Tenant certified as-built plans for the Landlord Work and associated BIM models.

Upon completion of the construction of the Leased Premises and the Licensed Premises, each Party will provide the other with one or more Certificates of Occupancy from the Inspectional Services Division, for all occupiable space within the Stadium it constructed (except for the BPS Exclusive Areas). Such Certificates of Occupancy may be temporary Certificates of Occupancy before the same are replaced by permanent Certificates of Occupancy in the ordinary course (which permanent Certificates of Occupancy will also be delivered to the other Party when received). The Parties shall reasonably cooperate to apply to the Boston Fire Department and to obtain a Place of Assembly Permit for the Stadium for its intended occupancy (or any material portion thereof necessary for Tenant to hold NWSL home games at the Stadium for the 2026 NWSL season and for Landlord to hold City Events (as defined in the SUA)).

k. Instruments of Service. As referred to herein, "**Instruments of Service**" are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by Tenant's architect and the architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar

materials. Tenant's contract with its architect shall grant to Tenant, and shall cause the architect to grant to Landlord and the City of Boston, a non-revocable, non-exclusive license to use and reproduce the architect's and the architect's consultants' Instruments of Service for purposes of constructing, using, maintaining, repairing, replacing, altering, and adding to the Tenant Work. Tenant's contract with its architect shall provide Landlord and the City of Boston with all of the same rights, privileges, and warranties as Tenant with respect to the architect's and the architect's consultants' Instruments of Service, and Landlord and the City of Boston shall each be a named third-party beneficiary in such architect contract with respect to all provisions dealing with Instruments of Service. Tenant shall provide to Landlord and the City of Boston copies of all drawings, specifications, and other Instruments of Service relating to the Tenant Work promptly upon receiving the same from Tenant's architect. The provisions of Tenant's contract with its architect related to the license for the Instruments of Service shall be subject to the prior approval of Landlord. The provisions of this Paragraph (k) shall survive the early termination of the Lease.

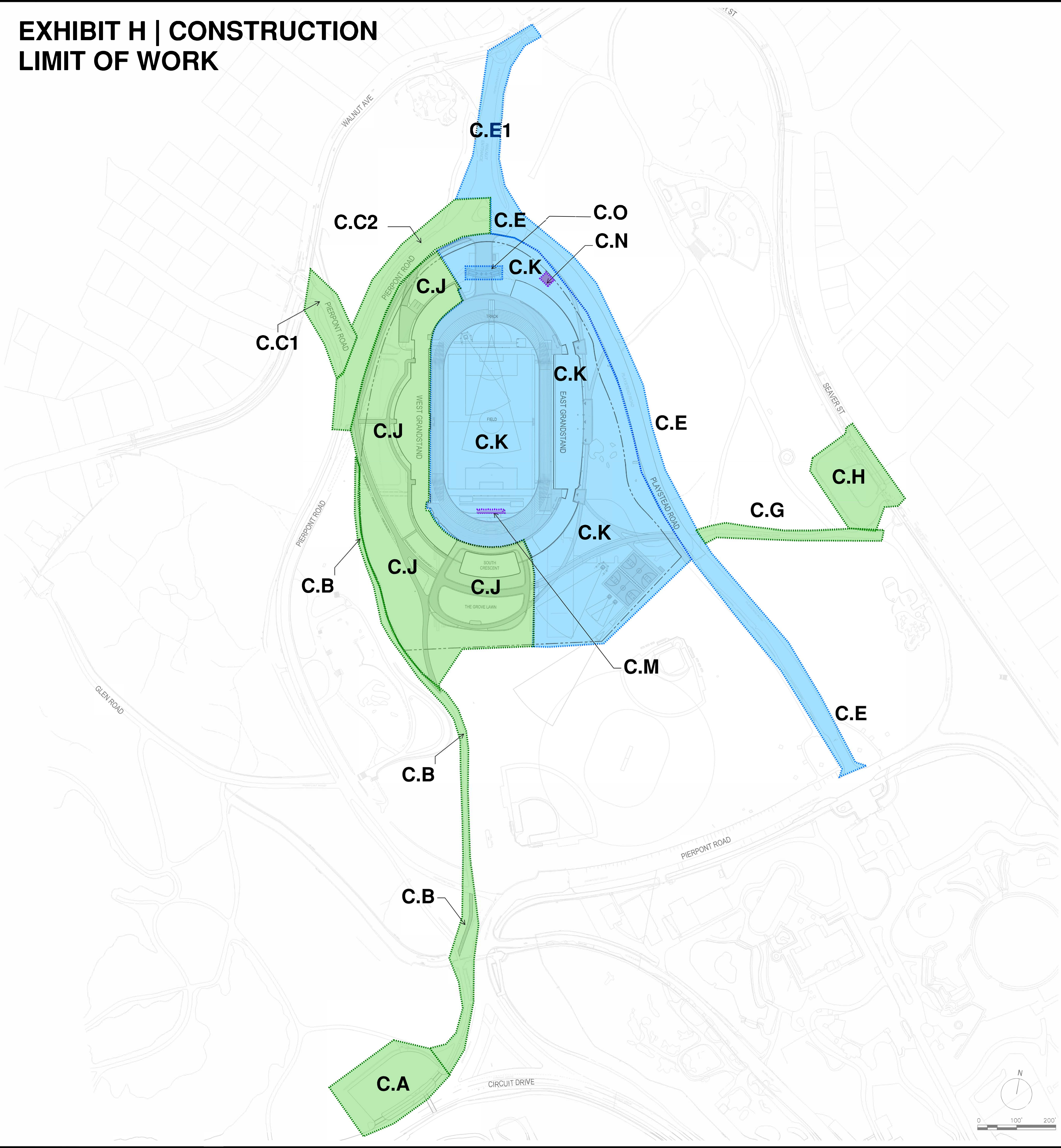
Schedule 1

Construction Limits of Work (LOW) Plan

(see attached)

[Exhibit H]

EXHIBIT H | CONSTRUCTION LIMIT OF WORK



LEGEND

- GEORGE WHITE TRUST
PROPERTY LINE
- COB CONSTRUCTION
SCOPE
- BUSP CONSTRUCTION
SCOPE
- MIXED SCOPE ITEM


NOTE: INCLUDED FOR
REFERENCE ONLY

#	DATE	CHANGE DESCRIPTION
1	2024.08.11	SCHEMATIC DESIGN
2	2024.08.01	DESIGN DEVELOPMENT




WHITE STADIUM
450 WALNUT AVENUE
BOSTON, MA 02130

**BOSTON UNITY SOCCER
PARTNERS**



Moody Nolan

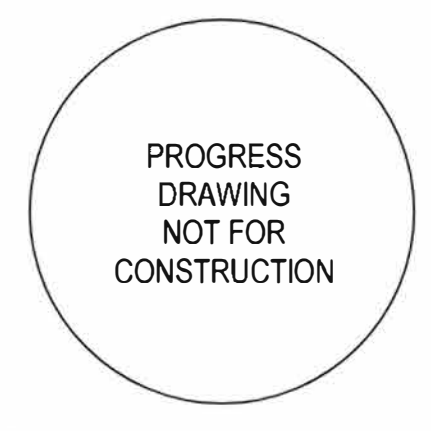
200 STATE STREET, SUITE 200
BOSTON, MA 02109
PHONE: (617) 535-7685



Stantec

40 WATER STREET, 3RD FLOOR
BOSTON, MA 02109
PHONE: (617) 234-3100

DRAWING TITLE:
**EXHIBIT H | CONSTRUCTION
LIMIT OF WORK**

	2024.12.06
	DESIGN DEVELOPMENT SET

LOW Exhibits & Narratives w/Cost

Narratives - Each of the following text sections summarizes one of the received exhibits.

Scope of Work Color Key:

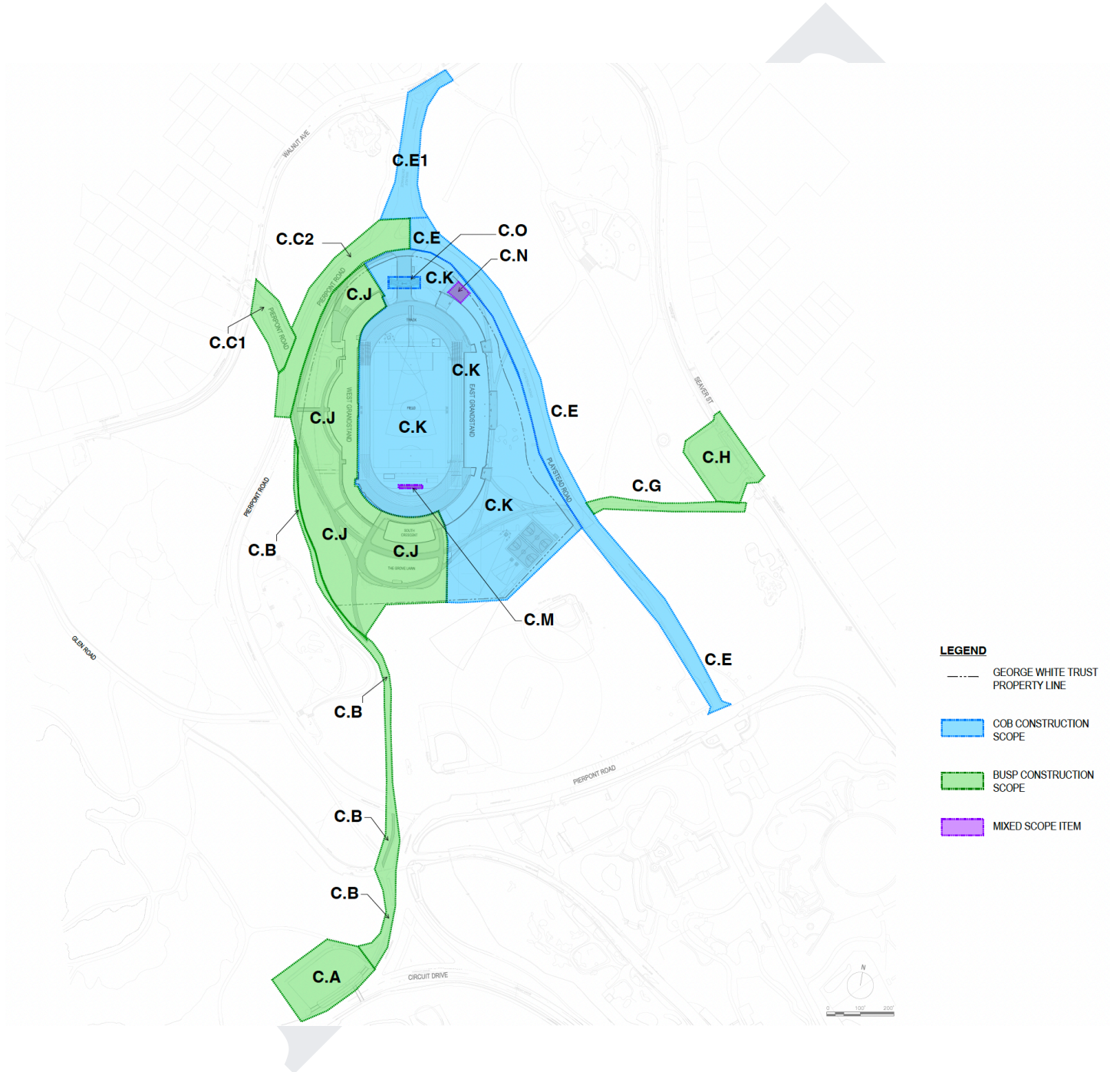
- green = BUSP
- blue = COB
- purple = Mixed Scope

NOTE 1: All improvements on park property shall be to BPRD standards with review and approval by BPRD; as-builts shall be provided to BPRD for all improvements on BPRD property.

NOTE 2: In addition to the physical Limits of Work demarcated in these sections, the owner of each scope item shall be responsible for the entire area of influence of that scope. Any activity that will impact or overlap the other party's Limit of Work will require both parties consent.

CONSTRUCTION LIMIT OF WORK PLAN

Narrative Description: This plan diagram demarcates responsibilities for Construction of the Rehabilitation of White Stadium. The scope zones include items within the White Parcel and others extending out into Franklin Park. For Utilities and Lighting scopes, please see those respective sections.



C.A. Valley Gates Vehicular Lot _ BUSP scope

- includes design and construction of the following:
 - vehicular: curbing, curb cuts, pavements, striping, signage, access control gates if changes required, turn analyses.
 - site: ADA-accessible loading/unloading areas, new planting
 - No signaling modifications or stormwater drainage are currently anticipated in this scope area; however, if BUSP determines that any work is necessary, such work would be included in BUSP's scope.

C.B Park Pedestrian Path, Valley Gates to Stadium _ BUSP scope

- includes all work and/or operations necessary to achieve an accessible route (or accessible accommodations) from Valley Gates Vehicular Lot to Stadium;
- BUSP will operate a free accessible cart service during all BUSP games/events to bring Valley Gates arrivals to the Stadium; if BUSP determines that any work and/or operations are necessary to achieve ADA-accessible pedestrian route (i.e. that cart service is not sufficient), such work would be included in BUSP scope.

C.C (NOT USED)

C.C1 Entrance Driveway, from Walnut Avenue to Pierpont Road _ BUSP scope

- includes design and construction of the following:
 - vehicular: new parking bay w/ +/- 15 new spaces, curbing, curb cuts, pavements, striping, turn analyses, stormwater drainage (if any required)
 - site: ADA-accessible ADA-accessible route, including reconfigured sidewalk, new planting as appropriate

C.C2 Pierpont Road Segment: Walnut Driveway to Roundabout _ BUSP scope

- includes design and construction of the following:
 - vehicular: new curbing, curb cuts, pavements, striping, turn analyses, stormwater drainage (if any required); includes construction of entire roundabout
 - site: ADA-accessible loading/unloading areas, including reconfigured sidewalk, new planting as appropriate

C.D (NOT USED)

C.E Playstead Road, from Roundabout to Pierpont Road at Zoo, Giraffe Entrance _ COB scope

- gutter-to-gutter, end-to-end resurfacing of Playstead Road to be completed at end of project
- walkable pavement surface to be continuously preserved, for all areas outside of construction fence during project
- add to scope: installation of vehicular controls flanking roundabout (e.g. bollards, gates, etc.);

C.E1 North Entrance Driveway from Walnut Avenue _ COB scope

- includes complete, gutter-to-gutter resurfacing of bituminous concrete pavement
- includes ADA-accessible route and reconfigured sidewalk and new planting as appropriate;

C.F (not used)

C.G Park Pedestrian Path, Playstead Road to Seaver Lot _ BUSP scope

- includes design and construction, to achieve path route from Seaver Street Lot to the Stadium

- note that this route will not be ADA accessible; during team events, an accessible cart service will be provided by BUSP to bring TNC arrivals to the Stadium, using the longer route from Old Trail Road to Playstead Road to operationally achieve ADA services

C.H Seaver Street Vehicular Lot _ BUSP scope

- includes design and construction of the following:
 - vehicular: curbing, curb cuts, pavements, swing gates if changes required, signage, striping, turn analyses,
 - site: to operationally achieve ADA-accessible loading/unloading areas, new planting
 - No signaling modifications or stormwater drainage are currently anticipated in this scope area, however if BUSP determines that any work is necessary, such work would be included in BUSP's scope.

C.I (not used)

C.J Stadium Building and Landscape, West Side _ BUSP scope

- includes design and construction of all new buildings, renovations, and site work inside boundary area

C.K Stadium Building and Landscape, East Side _ COB scope

- includes design and construction of all new buildings, renovations, and site work inside boundary area, inclusive of the track, soccer field and all subgrade infrastructure systems associated with the use of the field

C.M Scoreboard _ mixed scope item

- requires careful coordination between the contractors:
 - **COB scope:**
 - install concrete subgrade footings for scoreboard support posts (BUSP to own design)
 - run empty conduit with sizing and quantity to meet BUSP design needs (see appendix)
 - **BUSP scope:**
 - procure, install, and fully construct scoreboard and support posts
 - pull all necessary wiring

C.N Media Pedestal _ mixed scope item

- requires careful coordination between the contractors:
 - **COB scope:** installation of concrete pad, footing, empty conduit (sizing to be determined by BUSP) (See appendix)
 - **BUSP scope**
 - procurement and installation of media cabinet(s) and the pulling of all wiring

C.O Historic North Gates _ COB scope

- includes protection, rehabilitation, and all finishes for four (4) pylons, two box offices; and metal gates

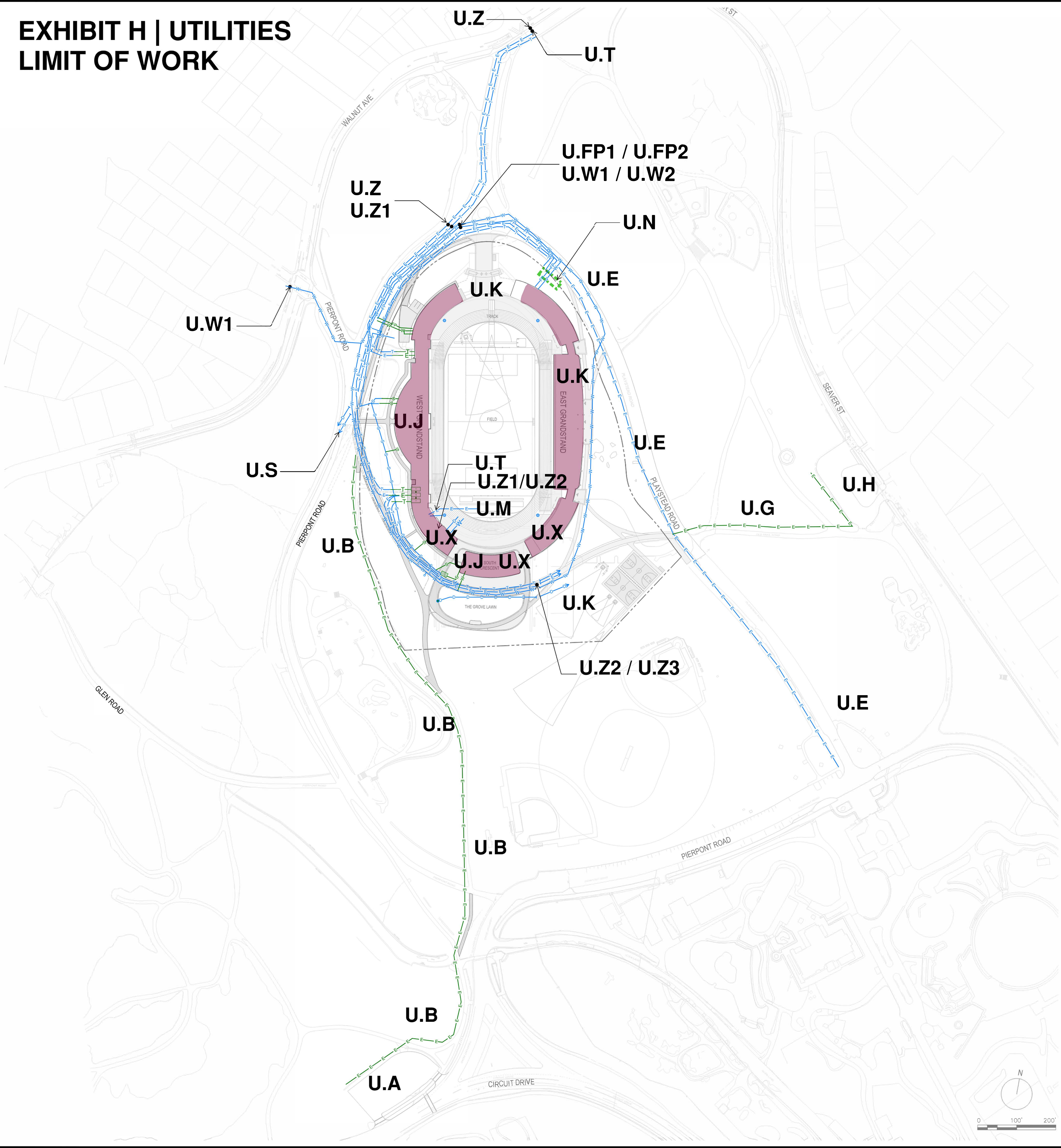
Schedule 2

Utilities Limits of Work (LOW) Plan

(see attached)

[Exhibit H]

EXHIBIT H | UTILITIES LIMIT OF WORK



LEGEND

- GEORGE WHITE TRUST PROPERTY LINE
- COB CONSTRUCTION SCOPE
- BUSP CONSTRUCTION SCOPE
- BUSP TECHNOLOGY CONSTRUCTION SCOPE


UTILITIES LEGEND

- ELECTRICAL SERVICE
- WATER SERVICE
- FIRE PROTECTION SERVICE
- TELECOM SERVICE
- SANITARY SERVICE
- DRAINAGE SERVICE

#	DATE	CHANGE DESCRIPTION




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Moody Nolan



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EXHIBIT H | UTILITIES LIMIT OF WORK

PROGRESS DRAWING NOT FOR CONSTRUCTION	2024.12.06
	FOR REFERENCE

LOW Exhibits & Narratives w/Cost

Narratives - Each of the following text sections summarizes one of the received exhibits.

Scope of Work Color Key:

- green = BUSP
- blue = COB
- purple = Mixed Scope

NOTE 1: All improvements on park property shall be to BPRD standards with review and approval by BPRD; as-builts shall be provided to BPRD for all improvements on BPRD property.

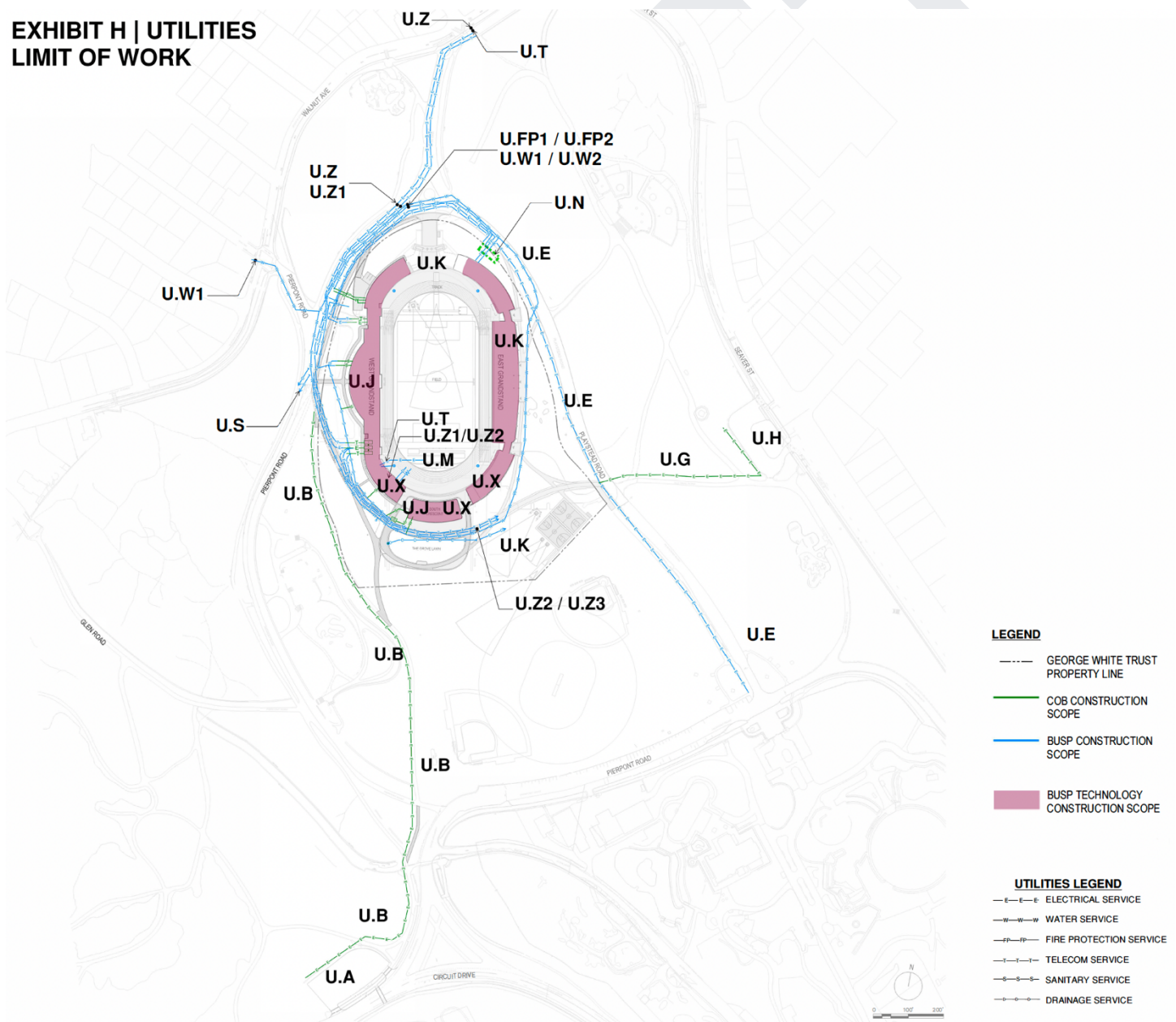
NOTE 2: In addition to the physical Limits of Work demarcated in these sections, the owner of each scope item shall be responsible for the entire area of influence of that scope. Any activity that will impact or overlap the other party's Limit of Work will require both parties consent.

Utility LIMIT OF WORK PLAN

Narrative Description: This plan diagram demarcates responsibilities of Utilities work for the Rehabilitation of White Stadium project. The Utilities represented include water; electrical; telecommunications; sanitary and storm sewer; and fire protection. The zones depicted include items within the White Parcel and others extending out into Franklin Park. For Lighting scope zones, including wiring and conduit relevant to Lighting, please see the Lighting Limit of Work section.

Note: Boston Unity Soccer Partner will be responsible for procuring, installing and delivering the entire scope of technology package outlined in U.X on the exhibit and narrative below.

EXHIBIT H | UTILITIES LIMIT OF WORK



U.A. Valley Gates Vehicular Lot _ BUSP scope

- No utility work is currently anticipated in this scope area; however, if BUSP determines that any work is necessary, such work would be included in BUSP's scope. The scope excludes restoration/maintenance of any existing infrastructure.

U.B. Park Pedestrian Path, Valley Gates to Stadium _ BUSP scope

- No utility work is currently anticipated in this scope area; however, if BUSP determines that any work is necessary, such work would be included in BUSP's scope. The scope excludes restoration/maintenance of any existing infrastructure.

U.C (NOT USED)

U.D (NOT USED)

U.E Playstead Road, from Roundabout to Pierpont Road at Zoo, Giraffe Entrance – COB scope

- deliver any needed electrical service to base of Bear Dens path for future use
- other unanticipated utilities by owner of this scope area

U.F. (not used)

U.G Park Pedestrian Path, Playstead Road to Seaver Lot _ BUSP scope

- No utility work is currently anticipated in this scope area; however, if BUSP determines that any work is necessary, such work would be included in BUSP's scope. The scope excludes restoration/maintenance of any existing infrastructure.

U.H Seaver Street Vehicular Lot _ BUSP scope

- No utility work is currently anticipated in this scope area; however, if BUSP determines that any work is necessary, such work would be included in BUSP's scope. The scope excludes restoration/maintenance of any existing infrastructure.

U.J West Side Utilities _ BUSP scope

- includes any required utility service that is picked up immediately adjacent to and inside of the West Grandstand, NW Wing, SW Wing and South Crecent Buildings, and is not annotated elsewhere

U.K East Side Utilities _ COB scope

- includes any required utility service that falls within this zone and is not annotated elsewhere

U.M Scoreboard_ mixed scope

- (see mixed-scope explanation on "Construction Limit of Work" drawing, which details scope responsibilities in conduit and wiring)

U.N Media Pedestal _ mixed scope

- (see mixed-scope explanation on "Construction Limit of Work" drawing; which details scope responsibilities in conduit, wiring, and media cabinets)

U.X Technology Construction Scope _ BUSP scope

- Includes Structured cabling [Backbone fiber, network copper, broadcast, A/V.], Physical IDF/MDF layout [Racks, power, etc.], Converged Network & Internet, Wi-fi, Broadcast cabling and control, A/V [Bowl audio, concourse audio & fan cameras, IPTV & screens], LED [Scoreboard & pitch boards], Security, Converged compute systems.

U.Z Electrical Service from Walnut Ave to Hand-Off at Roundabout _ COB scope

U.Z1 Electric. Serv.: Hand-Off at Roundabout to Switch/Transformer at SW Wing _ COB scope

U.Z2 Electrical Service from SW Wing to Grove Hand-Off Location _ COB scope

U.Z3 Electrical Service from Grove Hand-Off to SE Wing _ COB scope

U.S Sanitary Sewer _ COB scope

U.T Telecom Service from Walnut Ave to SW Wing _ COB scope

U.W1 Water Service under Pierpont Road (West Side) _ COB scope

U.W2 Water Service under Playstead Road (East Side) _ COB scope

U.FP1 Fire Protection Service under Pierpont Road (West Side) _ BUSP scope

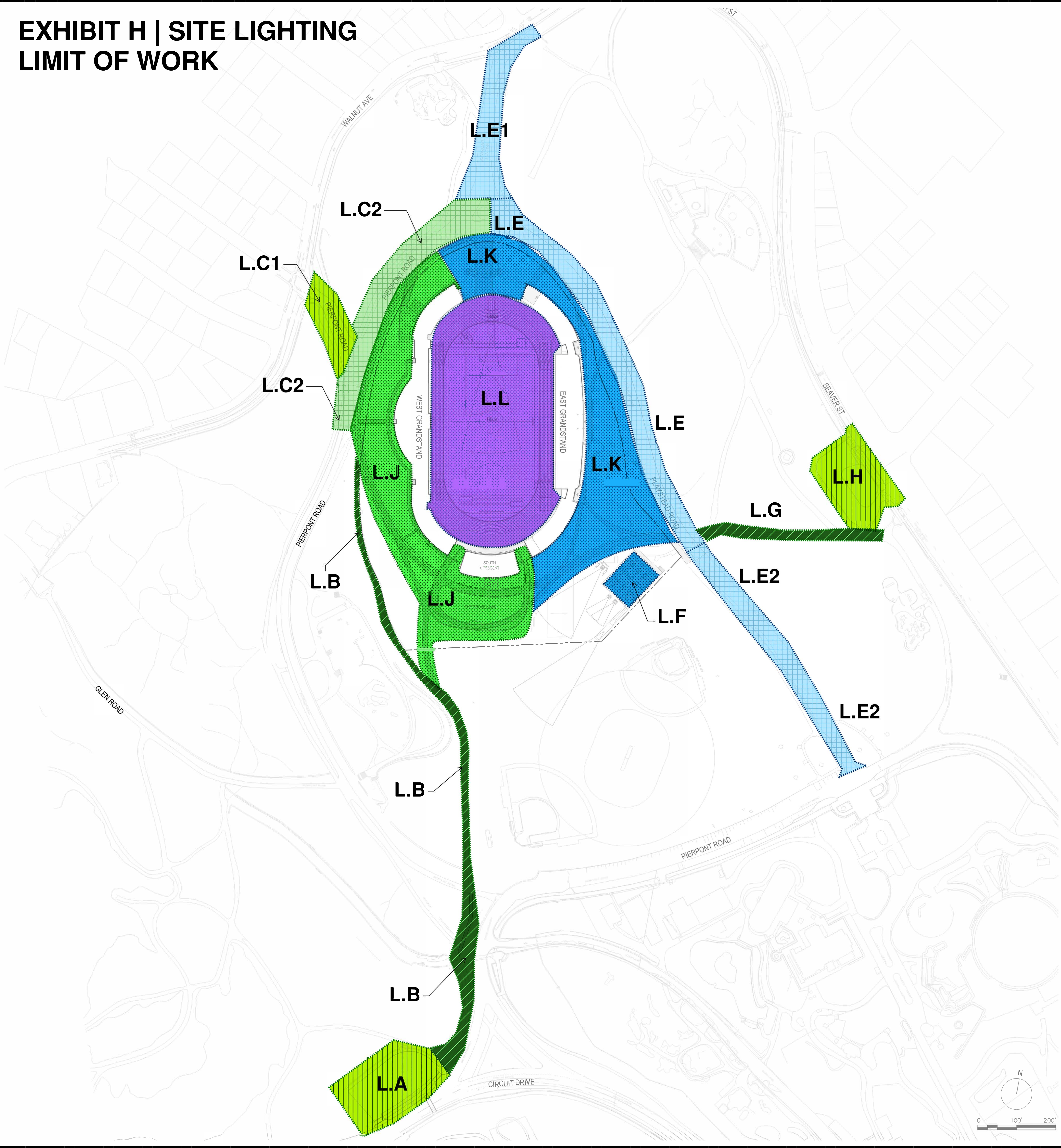
U.FP2 Fire Protection Service under Playstead Road (East Side) _ COB scope

Schedule 3

Lighting Limits of Work (LOW) Plan

(see attached)

EXHIBIT H | SITE LIGHTING LIMIT OF WORK



LEGEND


- GEORGE WHITE TRUST
PROPERTY LINE
- SITE & ARCHITECTURAL LIGHTING
SCOPE: BUSP
POWER GRID: STADIUM
- SITE & ARCHITECTURAL LIGHTING
SCOPE: COB
POWER GRID: STADIUM
- SITE & ARCHITECTURAL LIGHTING
SCOPE: MIXED
POWER GRID: STADIUM
- NEW PARK PATH LIGHTING
SCOPE: BUSP
POWER GRID: COB STREETLIGHTING
- NEW VEHICULAR LIGHTING
SCOPE: BUSP
POWER GRID: COB STREETLIGHTING
- EX LIGHTING, UPGRADE AS NEEDED
SCOPE: BUSP
POWER GRID: BPRD LIGHTING
- EX LIGHTING, UPGRADE AS NEEDED
SCOPE: COB
POWER GRID: COB STREETLIGHTING

#	DATE	CHANGE DESCRIPTION




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EXHIBIT H | SITE LIGHTING LIMIT OF WORK

PROGRESS DRAWING NOT FOR CONSTRUCTION	2024.12.06
	FOR REFERENCE

LOW Exhibits & Narratives w/Cost

Narratives - Each of the following text sections summarizes one of the received exhibits.

Scope of Work Color Key:

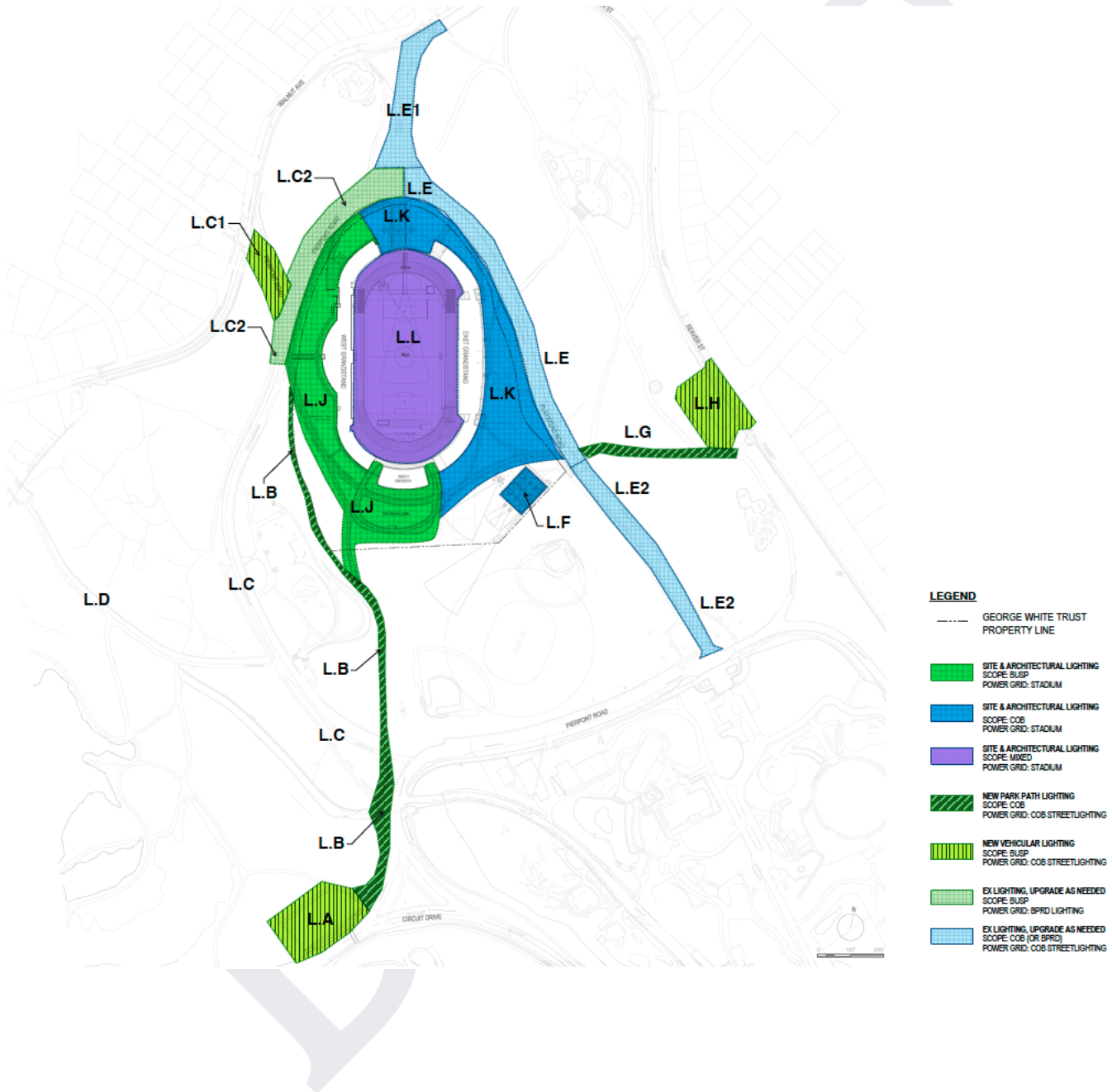
- green = BUSP
- blue = COB
- purple = Mixed Scope

NOTE 1: All improvements on park property shall be to BPRD standards with review and approval by BPRD; as-builts shall be provided to BPRD for all improvements on BPRD property.

NOTE 2: In addition to the physical Limits of Work demarcated in these sections, the owner of each scope item shall be responsible for the entire area of influence of that scope. Any activity that will impact or overlap the other party's Limit of Work will require both parties consent.

SITE LIGHTING LIMIT OF WORK PLAN

Narrative Description: This plan diagram demarcates responsibilities of work related to Lighting for the Rehabilitation of White Stadium project. The scope zones depicted include items within the White Parcel and others extending out into Franklin Park. For any Utility scope not directly related to Lighting, please see the Utilities section.



L.A Valley Gates Vehicular Lot Lighting _ BUSP scope

- power grid: connect to COB Streetlighting
- illuminate to light levels necessitated by BUSP games/events
- description: install vehicular-scale “acorn” fixtures (per Boston Landmarks Commission)

L.B Park Pedestrian Path, Valley Gates to Stadium _ BUSP scope

- power grid: connect to COB Streetlighting
- illuminate to light levels necessitated by BUSP games/events
- description: install pedestrian-scale “acorn” fixtures (per FPAP, Boston Landmarks Commission)

L.C (NOT USED)

L.C1 Entrance Driveway, from Walnut Avenue to Pierpont Road _ BUSP scope

- power grid: connect to COB Streetlighting
- illuminate to light levels necessitated by BUSP games/events
- description: upgrade, repair, or re-lamp existing vehicular-scale pole lights wherever needed,
- Note: Installation of any fixtures/poles and all wiring, if BUSP determines it to be necessary in the development of the final CD drawing, would be in BUSP scope.

L.C2 Pierpont Road Segment: Walnut Driveway to Roundabout _ BUSP scope

- power grid: connect to existing Boston Parks Department electricity
- illuminate to light levels necessitated by BUSP games/events
- description: upgrade, repair, or re-lamp existing vehicular-scale pole lights wherever needed,
- Note: Installation of any fixtures/poles and all wiring, if BUSP determines it to be necessary in the development of the final CD drawing, would be in BUSP scope.

L.D (NOT USED)

L.E Playstead Road, from Roundabout to New Basketball Courts _ COB scope

- power grid: connect to COB Streetlighting
- illuminate to light levels necessitated by BUSP games/events
- description: upgrade, repair, or re-lamp existing vehicular-scale pole lights wherever needed.

L.E1 North Entrance Driveway from Walnut Avenue _ COB scope

- power grid: connect to COB Streetlighting
- illuminate to light levels necessitated by BUSP games/events
- description: upgrade, repair, or re-lamp existing vehicular-scale pole lights wherever needed.

L.E2 Playstead Rd., from New Basketball Courts to Pierpont Rd, Giraffe Entrance _ COB scope

- power grid: connect to COB Streetlighting
- illuminate to light levels necessitated by BUSP games/events
- description: upgrade, repair, or relamp existing vehicular-scale pole lights wherever needed.

L.F Basketball Courts _ COB scope

- power grid: connect to new stadium electricity
- illuminate to light levels necessitated for Park users
- description: install athletic lighting fixtures

L.G Park Pedestrian Path, Playstead Road to Seaver Lot _ BUSP scope

- power grid: connect to COB Streetlighting
- illuminate to light levels necessitated by BUSP games/events

- description: install pedestrian-scale “acorn” fixtures (per FPAP, Boston Landmarks Commission)
- L.H Seaver Street Vehicular Lot _ BUSP scope**
 - power grid: connect to COB Streetlighting
 - illuminate to light levels necessitated by BUSP games/events
 - description: install vehicular-scale “acorn” fixtures (per Boston Landmarks Commission)
- L.I** (not used)
- L.J Stadium Site Areas, West Side _ BUSP scope**
 - power grid: connect to new stadium electricity
 - illuminate to light levels necessitated by BUSP games/events
 - description: fixture type(s) TBD
- L.K Stadium Site Areas, East Side _ COB scope**
 - power grid: connect to new stadium electricity
 - illuminate to light levels necessitated by BUSP games/events
 - description: fixture type(s) TBD
- L.L Stadium Site Areas, Field Lighting _ mixed scope**
 - power grid: connect to new stadium electricity
 - illuminate to light levels necessitated by BUSP games/events
 - description: four new athletic field light fixtures on tall poles
 - **COB scope:** two lights on east side of field:
 - **BUSP scope:** two lights on west side of field

Schedule 4

Identification of Phase I Landlord Work

(see attached)

[Exhibit H]

LEGEND

----- GEORGE WHITE TRUST
PROPERTY LINE

 COB CONSTRUCTION SCOPE

NOTE: INCLUDED FOR
REFERENCE ONLY

#	DATE	CHANGE DESCRIPTION
	2024.06.11	SCHEMATIC DESIGN
	2024.08.01	DESIGN DEVELOPMENT



WHITE STADIUM
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DRAWING TITLE:
**COMPONENTS OF PHASE 1
DELIVERY**

2024.12.06

PROGRESS
DRAWING
NOT FOR
CONSTRUCTION

DESIGN DEVELOPMENT SET

EXHIBIT I

Form of Completion Guaranty

(see attached)

[Exhibit I]

COMPLETION GUARANTY

THIS COMPLETION GUARANTY (“**Guaranty**”) is made as of December __, 2024, by **BOSTON UNITY SOCCER PARTNERS LLC**, a Delaware limited liability company (“**BUSP**”), and **BOS NATION FOOTBALL CLUB LLC**, a Delaware limited liability company (f/k/a Boston Unity Soccer Club LLC) (“**BOS Nation**”; **BUSP** and **BOS Nation**, jointly and severally, “**Guarantor**”), in favor of **BOSTON PUBLIC SCHOOLS**, acting on behalf of The City of Boston George Robert White Fund (“**Landlord**”), in connection with that certain Lease Agreement dated as of the date hereof (including, without limitation, the Work Letter attached thereto, the “**Lease**”) pursuant to which Landlord leases to **BOSTON UNITY STADCO LLC**, a Massachusetts limited liability company (“**Tenant**”), a portion of the “White Stadium Parcel”, as more particularly described in the Lease (the “**Premises**”). All capitalized words used and not defined herein shall have the meanings ascribed to them in the Lease. As a material inducement to and in consideration of Landlord’s entering into the Lease, Landlord having indicated that it would not enter into the Lease without the execution of this Guaranty, Guarantor does hereby agree with Landlord as follows:

1. Guarantor does hereby jointly and severally irrevocably, absolutely, and unconditionally guarantee, as a primary obligor and not as a surety, the full and timely payment and performance of the Guaranteed Obligations (as defined below). Notwithstanding anything in this Guaranty to the contrary, from and after the date Financing is Obtained (as defined below), Guarantor’s obligations under this Guaranty shall be conditioned on Landlord performing construction on the Landlord Work.

2. As used herein, the term “**Guaranteed Obligations**” shall mean the payment and performance of the following to the extent not paid or performed by Tenant: (A) (i) completion of the Tenant Work in accordance with the terms and conditions of the Lease and as specified in the Work Letter attached thereto as Exhibit H, and (ii) payment of all costs of constructing and completing the Tenant Work and performing Tenant’s obligations with respect thereto when and as due, and (B) payment to Landlord for all costs and expenses incurred by Landlord in completing construction of the Tenant Work if the Lease is terminated for an Event of Default prior to such completion of construction or Landlord exercises self-help rights under said Lease or otherwise takes over all or any portion of the Tenant Work in accordance with the Lease (Landlord having no obligation to do so).

3. Notwithstanding the foregoing: (A) if the Outside Date (defined below) occurs before Financing is Obtained, then upon or at any time after the Outside Date and until Financing is Obtained, Landlord may elect in writing to have Guarantor pay to Landlord the Pre-Financing Guaranteed Amount (defined below), and immediately upon such election Guarantor shall pay to Landlord an amount equal to the Pre-Financing Guaranteed Amount, and (B) prior to the date on which Financing is Obtained, Guarantor’s obligation under the foregoing clause (A) of this paragraph shall be substituted in lieu of Guarantor guaranteeing the Guaranteed Obligations (and upon payment by Guarantor and receipt by Landlord of the Pre-Financing Guaranteed Amount in accordance with the foregoing clause (A) of this paragraph, Guarantor shall have no further obligation to guarantee the Guaranteed Obligations). The term “**Financing is Obtained**” shall mean cash held by Tenant for completion of the Tenant Work plus debt and/or other sources of financing for completion of the Tenant Work reasonably acceptable to Landlord that are obtained

by Tenant through executed and legally binding documentation (e.g., executed loan documents in the case of debt), which, collectively, constitute an amount sufficient to complete the Tenant Work, with the funding of any such debt and other sources of financing conditioned only on satisfaction of customary construction draw requirements for a construction mortgage loan (such as submission of certifications by the architect and the general contractor, delivery of conditional lien waivers for prior work, and the requisitioned amount being then due), and subject to funding upon satisfaction of any litigation-related conditions. If Financing is Obtained, then, upon the request of any party hereto, Landlord and Guarantor will acknowledge in writing the date on which Financing is Obtained. The term “**Outside Date**” shall mean the earlier of (x) August 1, 2025, and (y) the date of a sale, repurchase, or other transfer of the Franchise (defined below). The term “**Pre-Financing Guaranteed Amount**” shall mean an amount equal to Forty-Five Million and 00/100 Dollars (\$45,000,000.00) less (a) any portion of the Escrow Funds (as defined in that certain Escrow Agreement to be entered into accordance with Section 12.1(c) of the Lease, by and among Tenant, Landlord, and the escrow agent identified therein (the “**Escrow Agreement**”)) disbursed pursuant to the Escrow Agreement and used by Tenant to pay for hard construction costs of constructing the Tenant Work or the purchase of construction materials for the Tenant Work title to which has vested in Landlord free and clear of any liens or other encumbrances thereon (“Construction Costs”), such disbursements of Escrow Funds not to exceed the Requisition Cap (as defined in the Escrow Agreement), and (b) any portion of the Escrow Funds disbursed to Landlord.¹

4. The undertakings contained in this Guaranty shall be the personal liability of Guarantor. Guarantor acknowledges that the liability of Guarantor under this Guaranty shall be primary and that Landlord, in the enforcement of its rights, shall be entitled to look to Guarantor for the performance of the Guaranteed Obligations, without first making any demand upon and/or commencing any action or proceedings against Tenant or any other guarantor or surety, and likewise, enforcement of Landlord’s rights against Tenant or any other guaranty or surety shall not impair the right of Landlord to enforce this Guaranty, and any such demand or action brought by Landlord shall not operate as a release of the liability of Guarantor under this Guaranty. The Guaranteed Obligations include both payment and performance. Subject to Section 3 hereof, the Guaranteed Obligations shall be absolute and unconditional and shall remain in full force and effect until all amounts due to construct and complete the Tenant Work have been irrevocably paid in full and all of Tenant’s obligations under the Lease to construct and complete the Tenant Work have been irrevocably performed in full. Guarantor’s performance obligations hereunder shall be both for specific performance of such obligations and for the financial liability to the extent that such obligations remain unperformed and must be performed by Landlord and charged to Guarantor.

5. If Tenant shall at any time default in the payment or performance of the Tenant Work, subject to the qualifications in Section 3 hereof, Guarantor will keep, perform and observe same, as the case may be, in the place and stead of Tenant.

¹ By way of example, if, as of the Outside Date, \$15,000,000 of the Escrow Funds were disbursed and used to pay for Construction Costs, Tenant spent an additional \$5,000,000 of its own equity on Construction Costs of the Tenant Work, and \$10,000,000 of the Escrow Funds are disbursed to Landlord out of the Escrow Funds, then the Pre-Financing Guaranteed Amount would be \$20,000,000 (i.e., \$45,000,000 less \$15,000,000, less another \$10,000,000).

6. The Guaranteed Obligations shall not be released by Landlord's receipt, application or release of any security given for the payment and performance of the Guaranteed Obligations, regardless of whether Guarantor consents thereto or receives notice thereof. For the avoidance of doubt, Landlord acknowledges and agrees that it will not file a UCC statement in connection with this Guaranty.

7. The liability of Guarantor hereunder and the rights of Landlord hereunder shall in no way be affected by (a) the commencement or continuation of any insolvency, receivership, bankruptcy, dissolution, liquidation, assignment for the benefit of creditors, or similar proceeding of Tenant or any stay applicable to any such proceeding; (b) the release or discharge of Tenant in any insolvency, receivership, bankruptcy, dissolution, liquidation, assignment for the benefit of creditors, or similar proceeding of Tenant; (c) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in any insolvency, receivership, bankruptcy, liquidation, dissolution, assignment for the benefit of creditors, or similar proceeding of Tenant, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the U.S. Bankruptcy Code, any insolvency, receivership, liquidation, dissolution, or assignment for the benefit of creditors law, or any other statute or from the decision in any court; (d) the rejection or disavowal of the Lease in any insolvency, bankruptcy, receivership, liquidation, dissolution, assignment for the benefit of creditors, or similar proceeding; (e) the assignment or transfer of the Lease; (f) any disability or other defense of Tenant; (g) the cessation from any cause whatsoever of the liability of Tenant; (h) the exercise by Landlord of any of its rights or remedies reserved under the Lease or by law; or (i) any termination of the Lease; provided, however, that (x) following any termination of the Lease and SUA by Tenant in accordance with the exercise of its termination rights under Sections 15.19 (Signage Plan), 15.30 (Liquor License), or 18.3 (Litigation) of the Lease, Guarantor's obligations hereunder will be limited to guaranteeing, and in such situation Guarantor unconditionally and irrevocably guarantees, Tenant's obligations with respect to the Tenant Work as are specified in such Sections, and (y) any termination of the Lease and SUA as a result of a Landlord default thereunder shall release the Guarantor from its Guaranteed Obligations and all other liabilities hereunder.

8. Guarantor agrees that none of its obligations and no right against Guarantor hereunder shall in any way be discharged, impaired, or otherwise affected by any extension of time for, or by any partial or complete waiver of the performance of any of Tenant's obligations under the Lease (except as expressly provided in Section 7(x) and (y) above), or by any other alteration, amendment, assignment, expansion, extension or modification in or to the Lease, or by any release or waiver of any term, covenant or condition of the Lease, or by any delay in the enforcement of any rights against Tenant, Guarantor, another guarantor, any surety, or any other person or entity liable under the Lease. Without limitation, Guarantor agrees that the Lease may be altered, amended, assigned, expanded, extended or modified from time to time on such terms and provisions as may be agreed to between Tenant and Landlord without notice to or further assent by Guarantor, and Guarantor hereby waives notice of acceptance of this Guaranty, notice of any obligations guaranteed hereby or of any action taken or omitted in reliance hereon, and notice of any defaults of Tenant under the Lease and waives presentment, demand for payment or performance, protest, notice of dishonor, nonpayment or nonperformance of any such obligations, suit or taking of other action by Landlord against, and any other notice to, any party liable thereon and waives suretyship defenses generally, other than full and timely irrevocable payment and

performance of the Guaranteed Obligations, and Guarantor agrees to cause Tenant to preserve the enforceability of all instruments hereby guaranteed, as modified with the consent of Landlord, and to cause Tenant to refrain from any act or omission which might be the basis for a claim that Guarantor has any defense to the Guaranteed Obligations, exclusive only of the defense that Tenant has fully and timely irrevocably paid and performed all Guaranteed Obligations. No invalidity, irregularity or unenforceability of all or any part of such obligations or of any security therefor and no insolvency, bankruptcy, receivership, liquidation, dissolution, assignment for the benefit of creditors, or similar proceeding affecting Tenant or Guarantor shall affect, impair or be a defense to this Guaranty. The liability of Guarantor hereunder is primary and unconditional and shall not be subject to any offset, defense (other than the defense of full and timely irrevocable payment and performance) or counterclaim of Guarantor. This is a continuing guaranty.

9. Landlord recognizes the priority of monetary claims of the NWSL against Guarantor existing at the time Landlord makes a claim, provided that Tenant and Guarantor, as applicable, include such NWSL priority language in all other material contracts prior to satisfaction of this Guaranty.

10. Guarantor hereby represents and warrants to Landlord that:

(a) BOS Nation is the Boston franchisee of the NWSL (the “**Franchise**”) and holds membership interests in the limited liability company of which all NWSL franchises are members.

(b) BOS Nation has timely paid in full the expansion fee required in connection with its selection as the Boston franchisee in the NWSL, other than the final installment of such expansion fee that is due in February 2025.

11. Guarantor hereby covenants that:

(a) BOS Nation will timely pay to the NWSL the final installment of BOS Nation’s expansion fee that is due in February 2025, and will notify the City when such installment is paid.

(b) Guarantor will use, and will cause Tenant to use, commercially reasonable efforts to achieve “Financing is Obtained” by August 1, 2025.

12. Guarantor represents that this Guaranty and the Lease hereby guaranteed have been duly authorized and are the legal, valid and binding obligations of Guarantor and Tenant, enforceable in accordance with their respective terms, and Guarantor further agrees that no invalidity of any term shall affect or impair Guarantor’s liability under this Guaranty.

13. This instrument is intended to be fully effective in accordance with its terms notwithstanding any exculpatory provisions inconsistent herewith contained in the Lease.

14. Guarantor further agrees that it may be joined in any action against Tenant and/or any of its affiliates in connection with the Guaranteed Obligations and recovery may be had against

Guarantor in any such action. Landlord may enforce the obligations of Guarantor hereunder without first taking any action against Tenant, any of its affiliates, or any guaranty or any surety or its or their successors and assigns, or pursue any other remedy or apply any security it may hold.

15. Until all Guaranteed Obligations are fully irrevocably performed, Guarantor: (a) shall have no right, and hereby waives any right, of subrogation against Tenant by reason of any payments or actions of performance by Guarantor under this Guaranty; and (b) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the payment and performance in full of all Guaranteed Obligations.

16. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Guaranteed Obligations shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law.

17. This Guaranty applies to, inures to the benefit of and binds all parties hereto, and their successors and assigns, and, in the case of Guarantor, to Guarantor's estate and any heirs of Guarantor or its estate. This Guaranty may be assigned by Landlord voluntarily or by operation of law. This Guaranty may not be assigned by Guarantor voluntarily or by operation of law without Landlord's consent in its sole and absolute discretion.

18. If claim is ever made upon Landlord for repayment or disgorgement of any amount or amounts received by Landlord in payment of the Guaranteed Obligations or other amounts owed hereunder and Landlord repays all or any part of said amount or all or any portion of such amount is disgorged, then, notwithstanding any revocation or termination of this Guaranty or the termination of the Lease, Guarantor's obligation hereunder in respect of such amount or portion thereof shall be immediately and automatically reinstated and Guarantor shall be and remain liable to Landlord for the amount or portion of the amount so repaid or disgorged.

19. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may Guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer of Landlord.

20. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

21. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

22. Guarantor represents that Guarantor has executed this Guaranty voluntarily for its stated purpose as Guarantor's free act and will. Guarantor represents and warrants that, through

its relationships with Tenant, Guarantor will derive substantial benefits from the Lease, and that it is in the business interest of Guarantor that Landlord enter into the Lease with Tenant.

23. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof.

24. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action.

25. Guarantor agrees that this Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

26. The term "Landlord" whenever used herein refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof whether by assignment or otherwise. The term "Tenant" whenever used herein refers to and means the Tenant in the foregoing Lease specifically named and also any assignee of said Tenant, assignee or sublessee of such Lease or any part thereof, whether by assignment, sublease or otherwise.

Any notice or other communication to be given under this Guaranty by either party to the other will be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or delivered by an express overnight delivery service, charges prepaid, as follows:

If to Landlord:

Boston Public Schools
2300 Washington Street
Roxbury, MA 02119
Attention: Superintendent of Operations & Safety

City of Boston Mayor's Office
One City Hall Square
Boston, MA 02201
Attention: Chief of Operations

Boston Public Schools Athletics
White Stadium
P.O. Box 302205
Boston, MA 02130
Attention: Senior Director of Athletics

Boston Parks & Recreation Department
1010 Massachusetts Avenue, 3rd Floor

Boston, MA 02118
Attention: Commissioner

Law Department
One City Hall Square, Room 615
Boston, MA 02201
Attention: Corporation Counsel

If to Guarantor:

Boston Unity Soccer Partners LLC
575 Boylston Street, 3W
Boston, Massachusetts 02116
Attention: Jennifer Epstein and Kim Miner

with a copy to:

Verrill Dana LLP
One Federal Street
Boston, MA 02110
Attention: Chris Tsouros, Esq.

BOS Nation Football Club LLC
575 Boylston Street, 3W
Boston, Massachusetts 02116
Attention: Jennifer Epstein and Kim Miner

with a copy to:

Verrill Dana LLP
One Federal Street
Boston, MA 02110
Attention: Chris Tsouros, Esq.

Any address or name specified above may be changed by a notice given by the addressee to the other party in accordance with this numbered paragraph. Any notice will be deemed given and effective (i) if given by personal delivery, as of the date of delivery in person; or (ii) if given by mail, upon receipt as set forth on the return receipt; or (iii) if given by overnight courier, one (1) business day after deposit with the courier. The inability to deliver because of a changed address of which no notice was given or the rejection or other refusal to accept any notice will be deemed to be the receipt of the notice as of the date of such inability to deliver or the rejection or refusal to accept.

27. Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY(IES) AGAINST ANY OTHER PARTY(IES)

ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY OR THE RELATIONSHIP OF THE PARTIES CREATED HEREUNDER.

28. Guarantor hereby consents to the jurisdiction of any state or federal court located within the Commonwealth of Massachusetts in any suit, action or proceeding brought under or arising out of this Guaranty (and further agrees not to assert or claim that such venue is inconvenient or otherwise inappropriate or unsuitable), and waives personal service of any and all process upon it and consents that all service of process may be made by certified mail directed to Guarantor at the address set forth in this Guaranty.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Guarantor has executed this Completion Guaranty as of the date first above written.

GUARANTOR:

BOSTON UNITY SOCCER PARTNERS LLC,
a Delaware limited liability company

By: _____

Name: Jennifer Epstein

Title: Controlling Manager

BOS NATION FOOTBALL CLUB LLC,
a Delaware limited liability company

By: Boston Unity Soccer Partners LLC,
a Delaware limited liability company,
its sole member

By: _____

Name: Jennifer Epstein

Title: Controlling Manager

EXHIBIT J

Copy of Submission Form for M.G.L. c. 7C, s. 38

(see attached)

[Exhibit J]

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be emailed to realestate.dcammm@mass.gov or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____ Lessor/Landlord

_____ Lessee/Tenant

_____ Seller/Grantor

_____ Buyer/Grantee

_____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

☐ NONE

NAME:

POSITION:

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

EXHIBIT K

Tenant Insurance Requirements

Minimum Insurance Requirements

Tenant will provide and maintain during the term of the lease all insurance required below with respect to the lease of White Stadium and the performance of any work undertaken by Tenant, its agents and employees. Tenant will also be responsible to ensure that its vendors, contractors and subcontractors maintain similar limits of insurance, or as appropriate for the risk.

Insurance will be issued by insurers with a minimum AM Best Rating of A-VII. Insurance Certificates on Acord Forms evidencing requirements below must be provided to the Official prior to work being performed, with renewal certificates provided within 30 days of expiration. Complete copies of policy and endorsements may be required.

Notwithstanding requirements below, Landlord may at any time request that the amounts and types of coverage be increased if necessary for adequate protection, based on the standard of a prudent landlord of similar space in Boston, Massachusetts. These requirements shall not be construed to limit the liability of the Contractor or its insurer. Failure to maintain such insurance throughout the Contract period will constitute a material breach of contract and be grounds for termination.

Minimum Scope and Limit of Insurance (except as otherwise set forth herein, the following coverage shall apply to the Stadium and the entire Property)

1. Commercial General Liability: Including bodily injury, property damage, products and completed operations, personal and advertising injury with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit subject to a per location aggregate.
2. Property Management Professional Liability with limits no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. If the policy is on a claims-made basis retroactive date must be before contract begin date, and insurance must be maintained for at least three years after termination of contract.
3. Liquor Liability Insurance for (\$2,000,000) per occurrence if alcohol will be provided by a Licensee, caterer or other vendor who is in the business of selling or furnishing alcohol.
4. Automobile Liability: All motor vehicles, including Hired and Non-Owned, used in connection with the Agreement; \$1,000,000 combined single limit per accident.
5. Workers' Compensation: As required per Massachusetts General Law c.152 Employer's Liability E.L. \$1,000,000 per accident and employee, including Disease.
6. Umbrella Liability excess of General Liability, Auto Liability and Employer's Liability for \$25,000,000 Each Occurrence/Aggregate.

7. Property Insurance (only with respect to the Leased Premises) on all risk basis including all causes of direct physical loss including flood, earthquake and windstorm, covering:

a. The Leased Premises. The insured value will not be less than one hundred percent (100%) of the full replacement cost of the Leased Premises and leasehold improvements, not subject to a co-insurance penalty. Such full replacement cost shall be recalculated upon Landlord's demand but not more frequently than any twenty-four (24) calendar months. Landlord may require an appraisal be performed by an MAI appraiser as designated by Landlord, at Tenant's sole cost and expense.

Property policy must specifically extend to property undergoing construction, subject to full replacement cost without a co-insurance penalty. If not included a separate builders risk policy subject to the same terms as the property policy.

b. Personal property contents thereof. The insured value should not be less than one hundred percent of the full replacement cost of tenant's business personal property and shall not contain a coinsurance percentage.

c. Loss of Income with limit equivalent to potential loss of income for 36 months (or such other lesser period not less than 24 months as may be obtained from insurers at commercially reasonable rates).

General Conditions

- City of Boston and the George Robert White Fund will be named as Additional Insureds for General Liability, Automobile Liability, and Liquor Liability.
- The Property Policy and Builders Risk will be endorsed naming Landlord as Loss Payee with respect to proceeds attributable to the Leased Premises.
- Insurance shall be primary and non-contributory over any such insurance or self-insurance available to the City of Boston, its officials, employees and volunteers, and the City of Boston George Robert White Fund and its trustees, employees, and volunteers.
- Waiver of Subrogation will be included for all coverages in favor of City of Boston and the City of Boston George Robert White Fund. The Workers Compensation Policy will be specifically endorsed as such.
- All policies will be endorsed to provide tendays written notice to the certificate holder, the City of Boston, in the event of cancellation, non-renewal or material changes in coverage or non-payment of the premium.

EXHIBIT L

Certificate of Authority (FORM CM-06)

(see attached)

[Exhibit L]

CERTIFICATE OF AUTHORITY
(For Corporations Only)

(Current Date)

At a meeting of the Directors of the _____
(Name of Corporation)
duly called and held at _____
(Location of Meeting)
on the _____ day of _____ 20_____ at which a quorum was present and acting,
it was VOTED, that _____
(Name)
the _____ of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for _____
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote
has not been amended or repealed and is in full force and effect as of this date, and that

(Name)
is the duly elected _____ of this
(Position)
corporation.

Attest:

(Affix Corporate Seal Here)

(Clerk) (Secretary) of the Corporation

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

EXHIBIT M

Contractor Certification (FORM CM-09)

(see attached)

[Exhibit M]

CITY OF BOSTON
CONTRACTOR CERTIFICATION

To the Official, acting in the name and on behalf of the City of Boston

- A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

in accordance with the terms of the accompanying contract documents.

- B. The Contractor is a/an:

(Individual-Partnership-Corporation-Joint Venture-Trust)

1. If the Contractor is a Partnership, state name and address of all partners:

2. If the Contractor is a Corporation, state the following:

Corporation is incorporated in the State of

President is

Treasurer is

Place of business is

(Street)

(City, State and Zip Code)

3. If the Contractor is a Joint Venture, state the name and business address of each person, firm or company that is party to the joint venture:

A copy of the joint venture agreement is on file at _____
and will be delivered to the Official on request.

4. If the Contractor is a Trust, state the name and address of all Trustees:

The trust document(s) are on file at _____,
_____ , and will be delivered to the Official on request.

5. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

6. The Taxpayer Identification Number* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

*If individual, use Social Security Number _____

7. City of Boston Ordinance, Chapter IV, § 4-8 requires City Contractors to safeguard unprotected pedestrians, cyclists, and motorcyclists by installing side under-ride guards, convex blind spot mirrors, cross-over mirrors, and appropriate warning signage on all large vehicles used within the City of Boston in connection with a City

Contract. Large vehicles are those with a gross weight exceeding 10,000 lbs., a trailer with an unladen mass exceeding 10,000 lbs., or a semi-trailer with a gross weight exceeding 26,000 lbs. Contractors are required to have such large vehicles inspected by the City prior to starting work on a City of Boston Contract. Additional details may be found at www.cityofboston.gov/procurement.

8. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Contractor: _____

By: _____
(Sign Here)

Title: _____

Business Address: _____
(Street)

(City, State and Zip Code)

NOTE: This statement must bear the signature of the contractor.

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

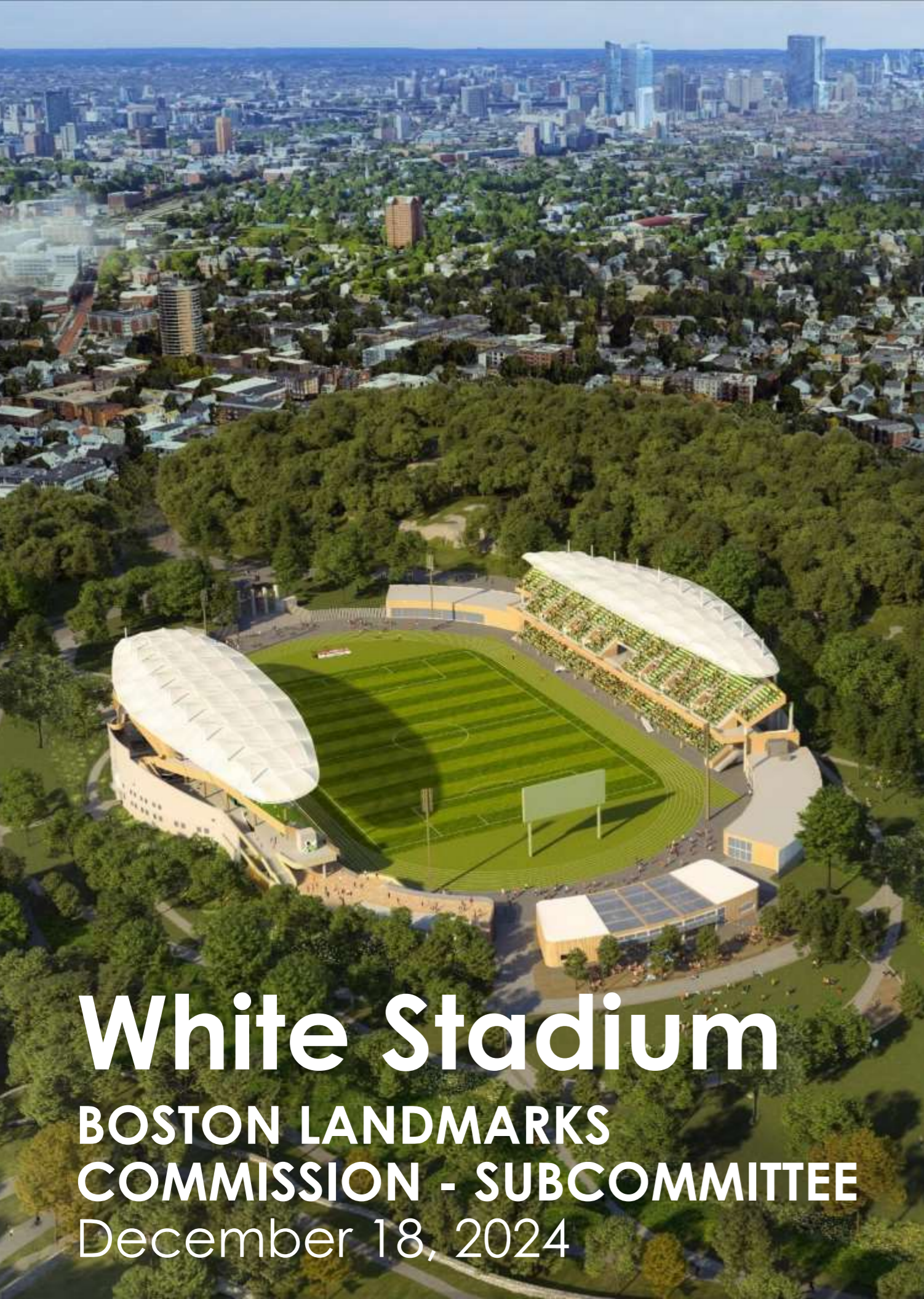
If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL AUGUST 2015
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB AUG 2015)

EXHIBIT N
SIGNAGE PLAN

(see attached)



White Stadium

BOSTON LANDMARKS
COMMISSION - SUBCOMMITTEE
December 18, 2024



NWSL
BOSTON

AGENDA

SIGNAGE

Able
company

MOODY•NOLAN

Stantec

vhb

HLB

RDH
Making Buildings Better™

B

JONES

CROWLEY
COTTRELL

samiotes

HOWARD STEIN HUDSON

WHITE STADIUM | DESIGN UPDATES

SIGNAGE

Process to date & Design Principles

Font & Key Plan

Long views

West, South, East, and North sides

This presentation is the culmination of 7 months of coordination between Boston Parks, Planning Department, and the East and West design teams.

SIGNAGE DESIGN PRINCIPLES

1. Protect Franklin Park from visual impacts; minimize outward facing signage
2. Respect & complement the style of 1949 architecture
3. Balance BPS and Boston Unity identity so that White Stadium feels like a truly shared home
4. Signage consultant created the design approach to reinforce holistic design intent of East and West sides with all stakeholders
5. Signage provides orientation and wayfinding for sports attendees across the site

WHITE STADIUM | DESIGN UPDATES

DESIGN PHILOSOPHY

1885

Frederick Law Olmsted

Naturalistic

Curvilinear, winding pathways

Intentional experiences of enclosure, openness, and vistas

Natural New England materials - stone, wood, plantings



1949

Desmond & Lord Architects

Mid-Century

Art Deco and Bauhaus elements

Symmetrical, simple geometric forms

White cast-in-place concrete

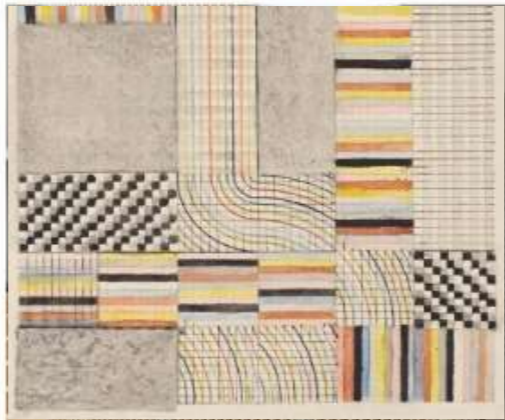
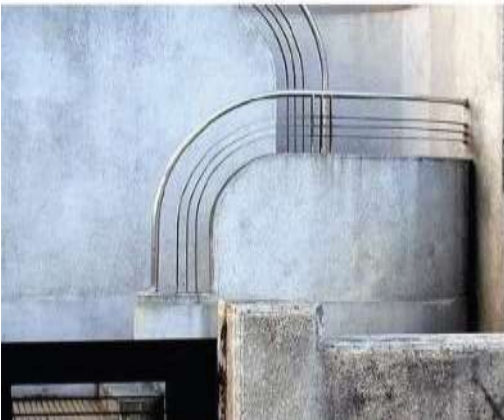
WHITE STADIUM REDESIGN

2019-current

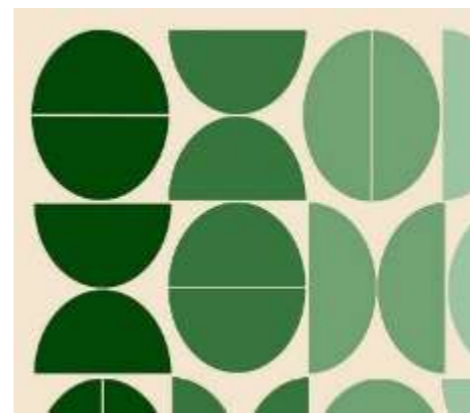
Franklin Park Action Plan + Public Process

"A strategic vision for the future of Franklin Park that advocates for thoughtfully guided, community-driven improvements grounded in a deep understanding of its historic fabric and ecological systems." – Mayor Wu

WHITE STADIUM | DESIGN UPDATES
RELATIONSHIP OF OLD TO NEW : INSPIRATIONS



ARCHITECTURE



LANDSCAPE



WHITE STADIUM | DESIGN UPDATES

SIGNAGE : DESIGN PRINCIPLES

Font related to 1949 Stadium -
“Neutraface”

Letter heights chosen to be
proportional to architectural
proportions and follows City of
Boston signage standards:

- Max 3’ high
- Backlit permanent signs (not
internally lit)

WHITE STADIUM WHITE STADIUM **WHITE STADIUM**

NEUTRAFACE NO.2 CONDENSED LIGHT

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1234567890

NEUTRAFACE NO.2 CONDENSED MEDIUM

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1234567890

NEUTRAFACE NO.2 CONDENSED BOLD

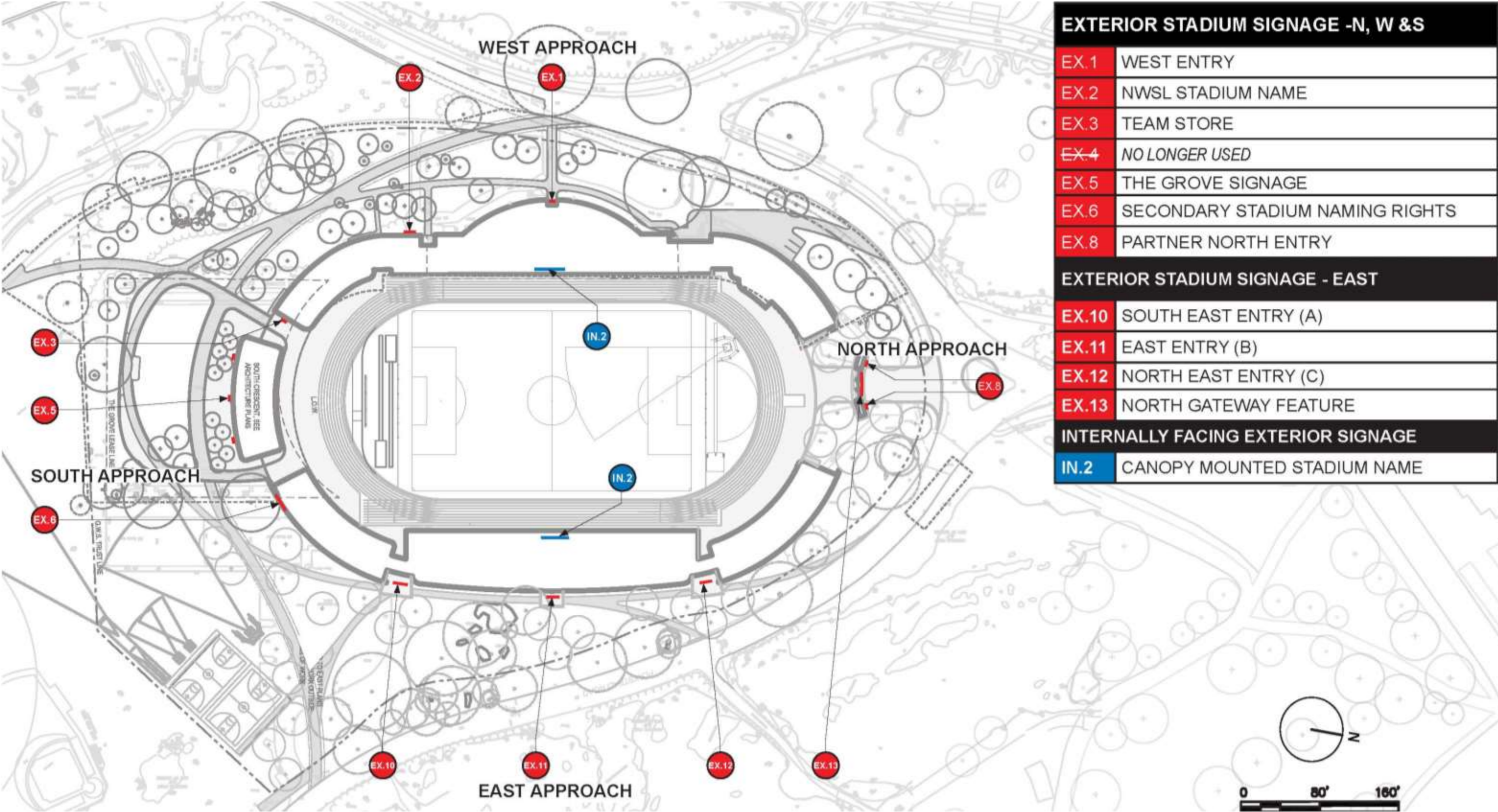
Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1234567890

NEUTRAFACE NO.2 CONDENSED TITLING

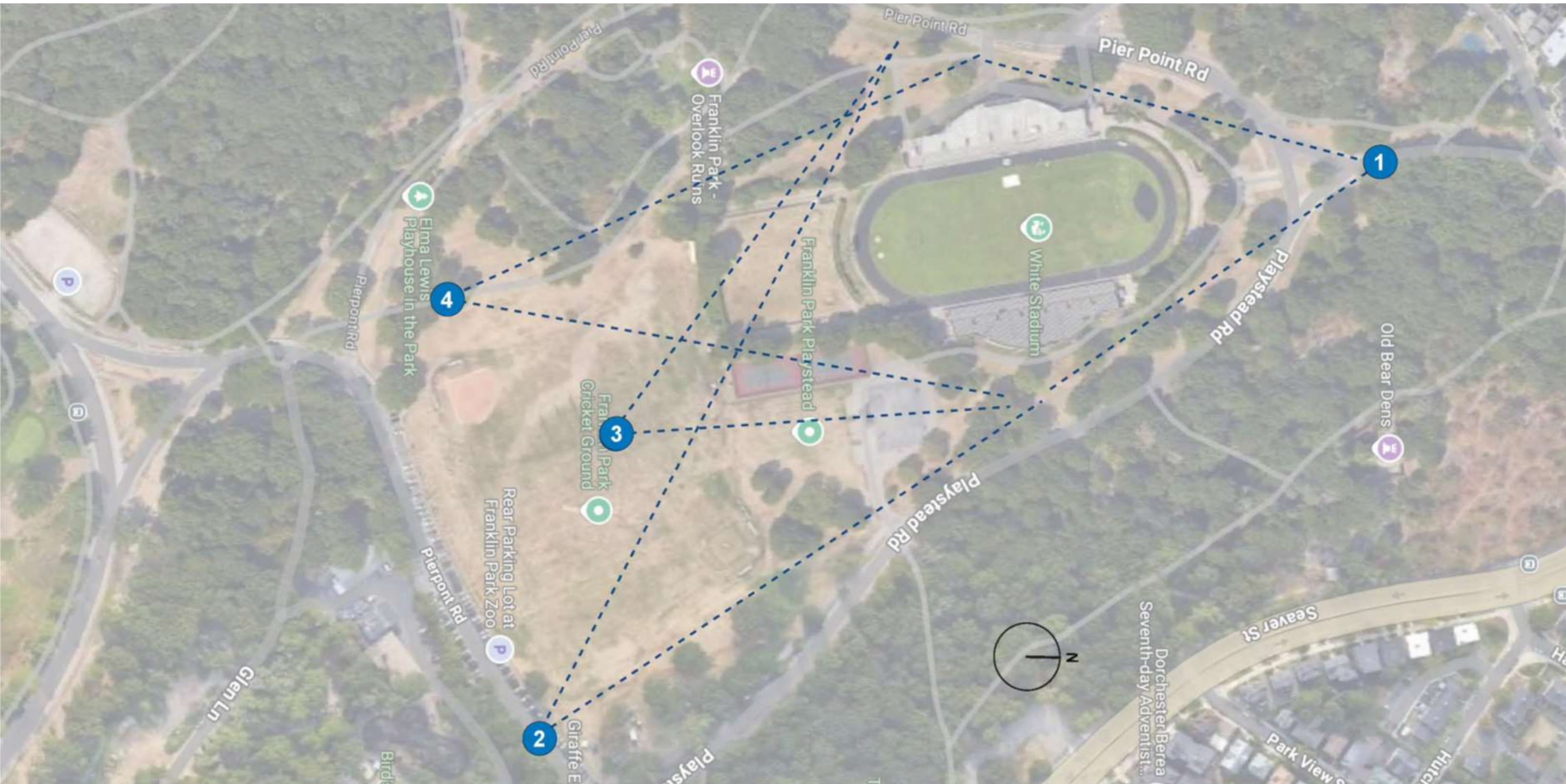
**AA BB CC DD EE FF GG HH II JJ KK LL MM NN OO PP QQ RR SS TT UU VV WW XX
YY ZZ
1234567890**

WHITE STADIUM | DESIGN UPDATES

KEY PLAN FOR OUTWARD FACING SIGNS



WHITE STADIUM | DESIGN UPDATES
DISTANT VIEWS FROM FRANKLIN PARK



WHITE STADIUM | DESIGN UPDATES

DISTANT VIEWS FROM FRANKLIN PARK : NORTH ENTRANCE



WHITE STADIUM | DESIGN UPDATES

DISTANT VIEWS FROM FRANKLIN PARK : ZOO PARKING LOT



WHITE STADIUM | DESIGN UPDATES

DISTANT VIEWS FROM FRANKLIN PARK : ACROSS THE PLAYSTEAD



Site design elements may not be current.



WHITE STADIUM | DESIGN UPDATES
EAST & WEST ELEVATIONS FACING FRANKLIN PARK



EAST ELEVATION



WEST ELEVATION

WHITE STADIUM | DESIGN UPDATES
NORTH & SOUTH ELEVATIONS FACING FRANKLIN PARK

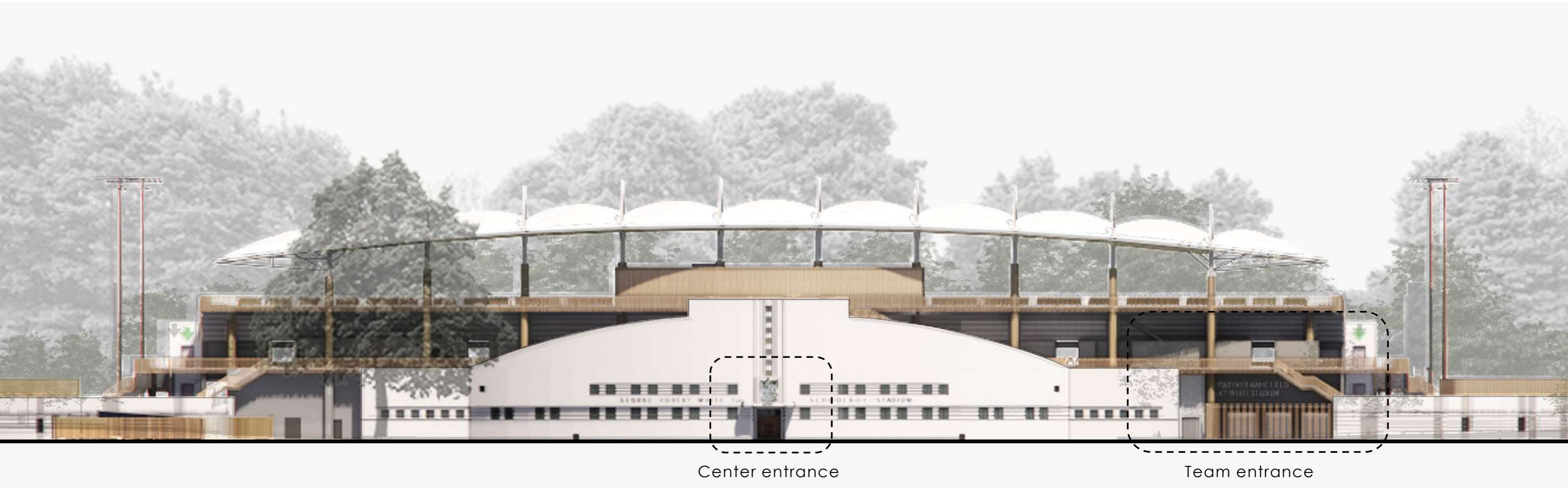


NORTH ELEVATION



SOUTH ELEVATION

WHITE STADIUM | DESIGN UPDATES
WEST ELEVATION



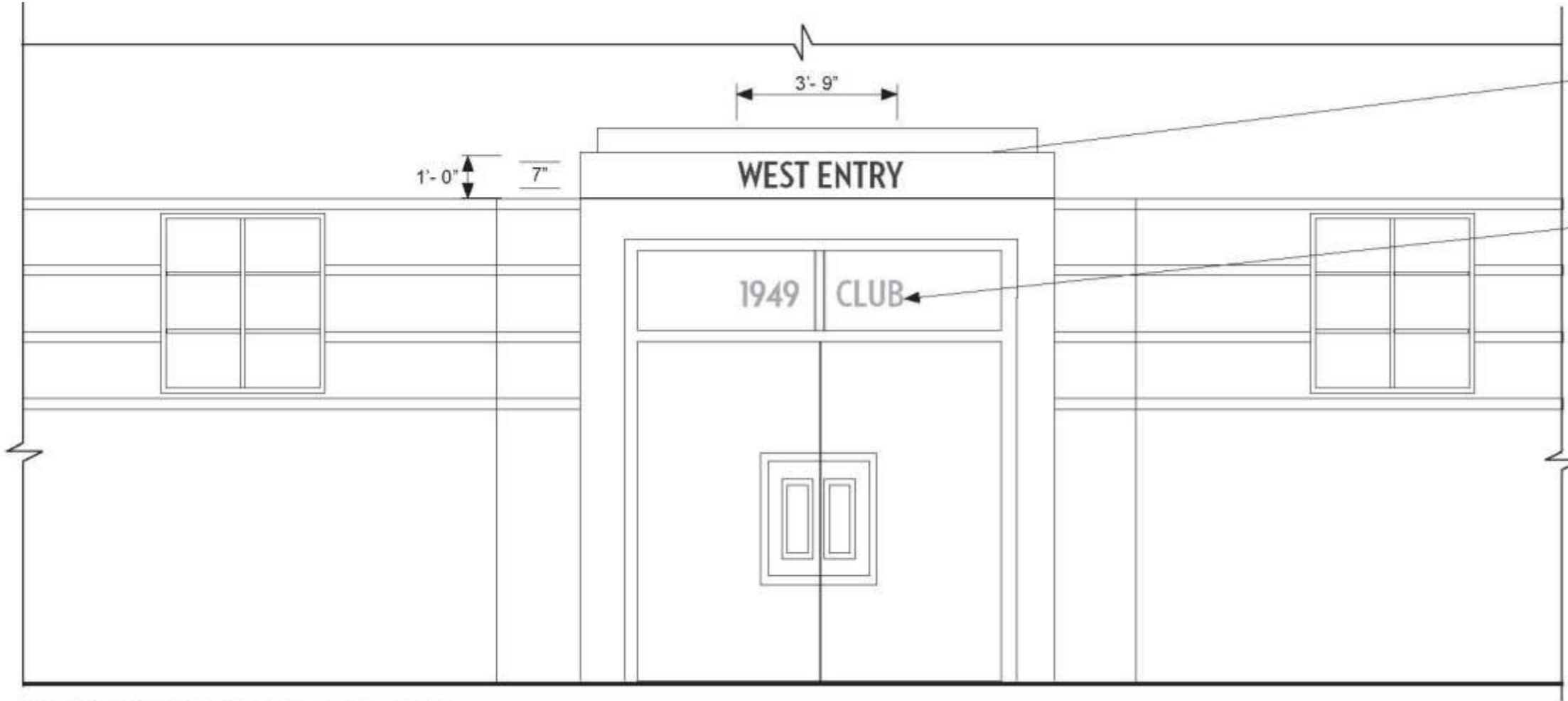
WHITE STADIUM | DESIGN UPDATES
CLAMSHELL ENTRANCE



WHITE STADIUM | DESIGN UPDATES
CLAMSHELL ENTRANCE



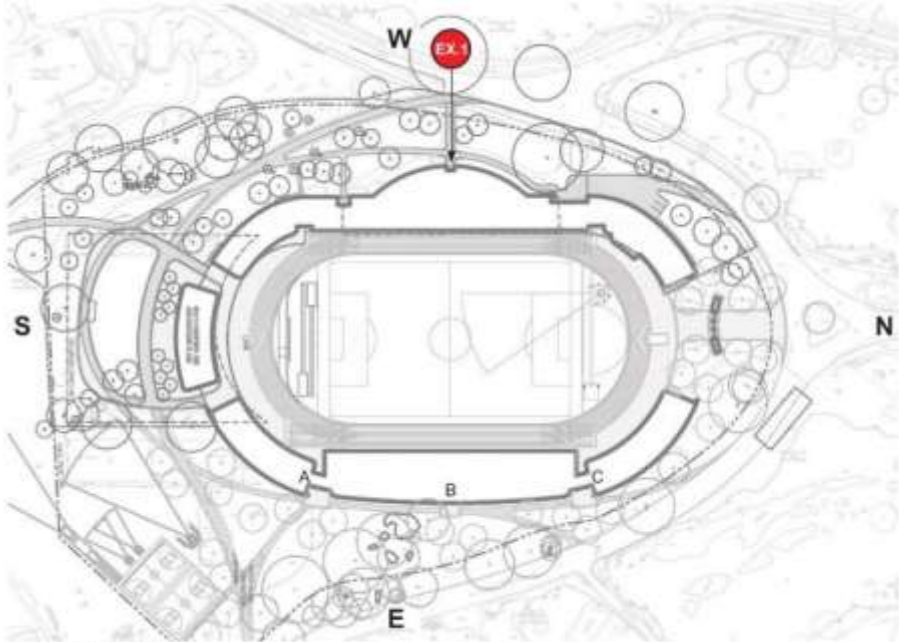
WHITE STADIUM | DESIGN UPDATES
DETAILS



EX.1, 7" TALL REVERSE CHANNEL LETTERS
NON ILLUMINATED, COLOR: GUN METAL GRAY.
FONT: NEUTRAFACE NO. 2 CONDENSED BOLD.

USABLE SIGN AREA ON CANOPY FACE IS
8'- 0" WIDE X 10" TALL.

7" TALL LETTERING, PARTNER NAMING, WHITE VINYL GLASS
TREATMENT TBD.



SIGN LOCATION

EX.1 ELEVATION, SCALE: 1/4" = 1'-0"

WHITE STADIUM | DESIGN UPDATES
SIGNAGE : NEAR TEAM ENTRY with trees



Understory and meadow planting not shown. Site layout and elements are not current.

WHITE STADIUM | DESIGN UPDATES
SIGNAGE : NEAR TEAM ENTRY without trees



Understory and meadow planting not shown. Site layout and elements are not current.

WHITE STADIUM | DESIGN UPDATES
SIGNAGE : NEAR TEAM ENTRY with trees



Site design elements may not be current.

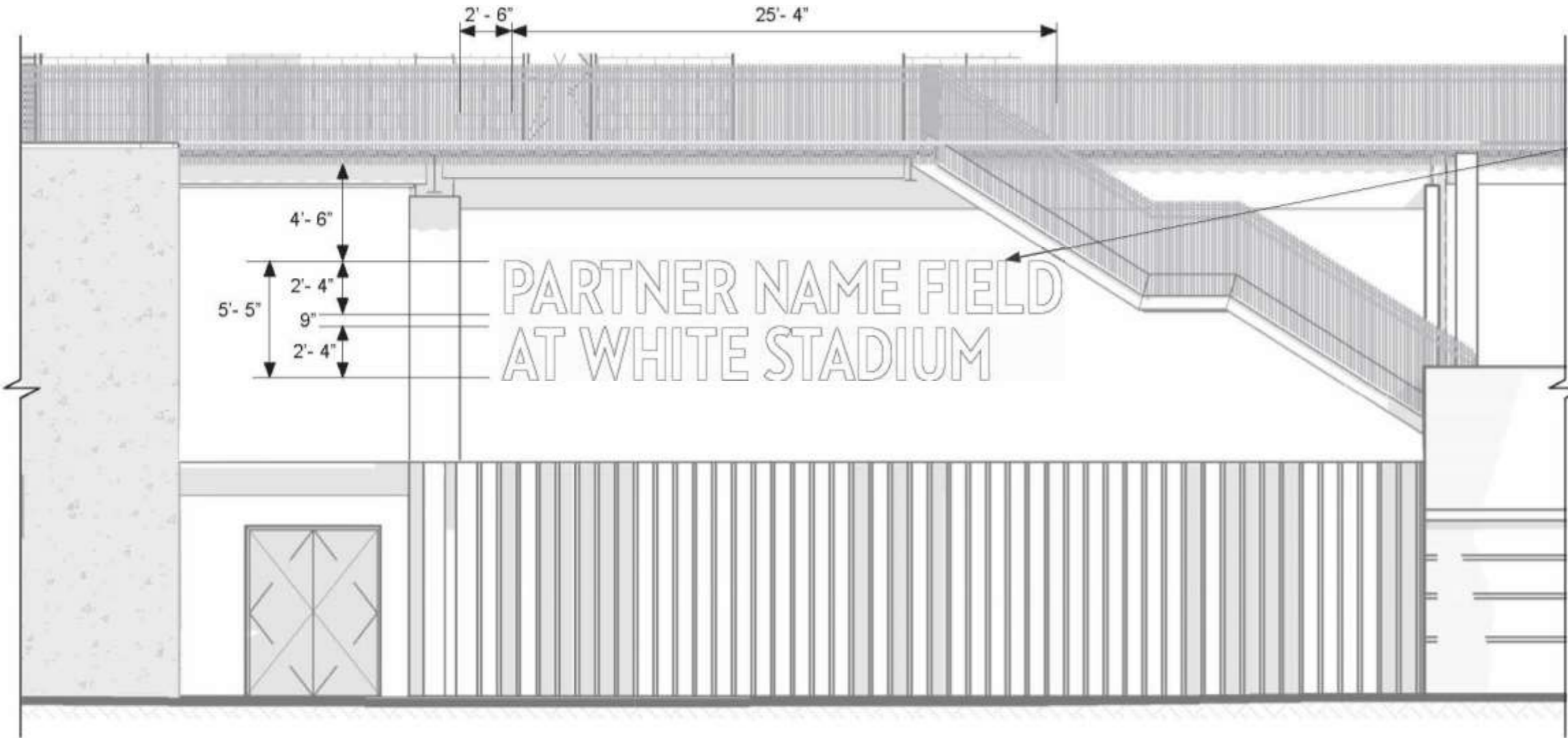
WHITE STADIUM | DESIGN UPDATES
SIGNAGE : NEAR TEAM ENTRY without trees



Site design elements may not be current.

WHITE STADIUM | DESIGN UPDATES

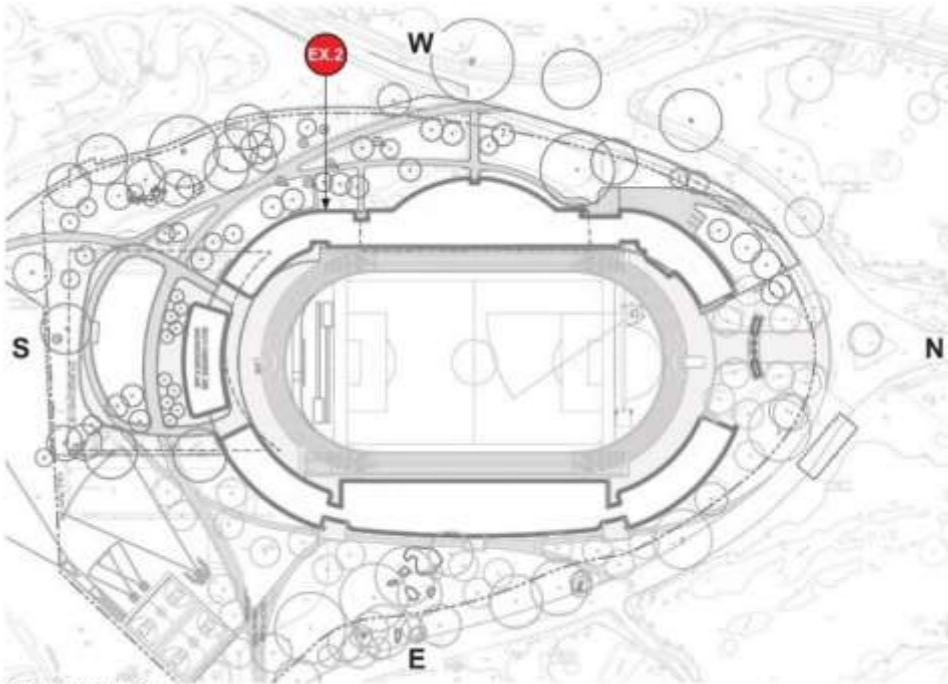
DETAIL OF SIGNAGE NEAR TEAM ENTRY



EX.2, 2'- 4" TALL SURFACE MOUNTED WHITE CHANNEL LETTERS TO ILLUMINATE WHITE DURING GAME DAY.
FONT: NEUTRAFACE NO. 2 CONDENSED BOLD.

SIGN AREA IS 25'- 4" WIDE X 5'- 5" TALL.
"AT WHITE STADIUM" COPY IS APPROXIMATELY 2/3rds THE HEIGHT.

EX.2 ELEVATION, SCALE: 1/8" = 1'-0"



SIGN LOCATION

WHITE STADIUM | DESIGN UPDATES
SOUTH ELEVATION



WHITE STADIUM | DESIGN UPDATES
SIGNAGE : TEAM STORE



WHITE STADIUM | DESIGN UPDATES
SIGNAGE : TEAM STORE



TYPICAL APPROACH TO BACK LIGHTING AT NIGHT

WHITE STADIUM | DESIGN UPDATES

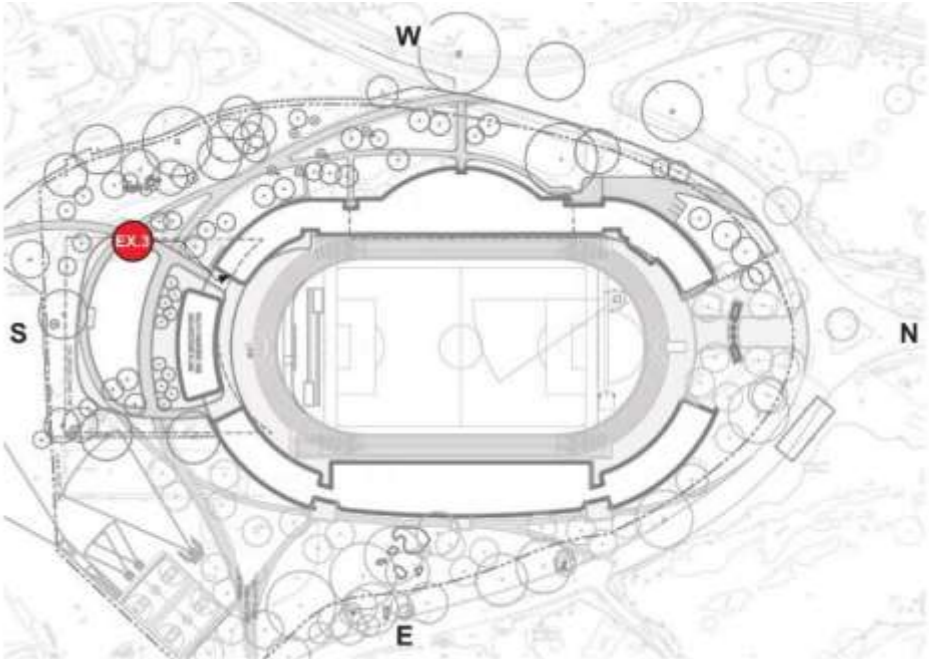
SIGNAGE : TEAM STORE



EX.3 ELEVATION SCALE: 1/4" = 1'-0"

EX.3, 1'- 3" TALL HALO ILLUMINATED SURFACE MOUNTED CHANNEL LETTERS. FONT: TALL NEUTRAFACE NO. 2 CONDENSED BOLD. SECONDARY COPY TO BE NON-ILLUMINATED, TBD. COLOR: GUNMETAL GRAY.

OVERALL DIMENSIONS OF THE RECESSED SIGN PAN ARE 13'- 0" W X 2'- 0" T. 2" TO 3" DEEP PAN TO BE RECESSED FLUSH TO BACK OF WOOD SLAT SIDING.



SIGN LOCATION

WHITE STADIUM | DESIGN UPDATES
SIGNAGE : SOUTH CRESCENT from November 20 BLC Presentation



WHITE STADIUM | DESIGN UPDATES
SIGNAGE : SOUTH CRESCENT



WHITE STADIUM | DESIGN UPDATES
SOUTH CRESCENT : FROM PLAYSTEAD with trees



WHITE STADIUM | DESIGN UPDATES
SOUTH CRESCENT : FROM OVERLOOK with trees

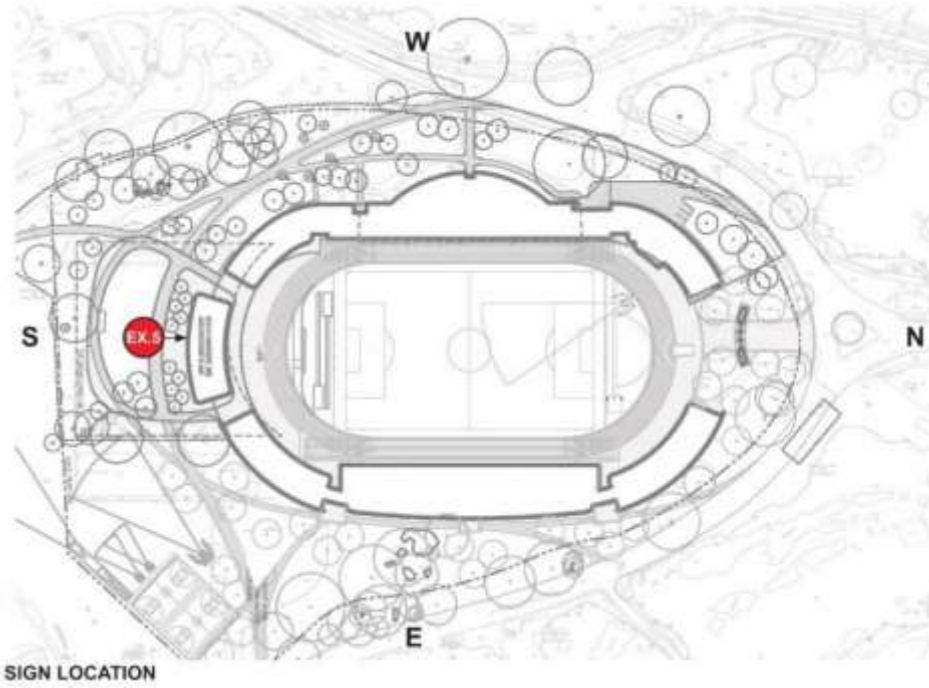
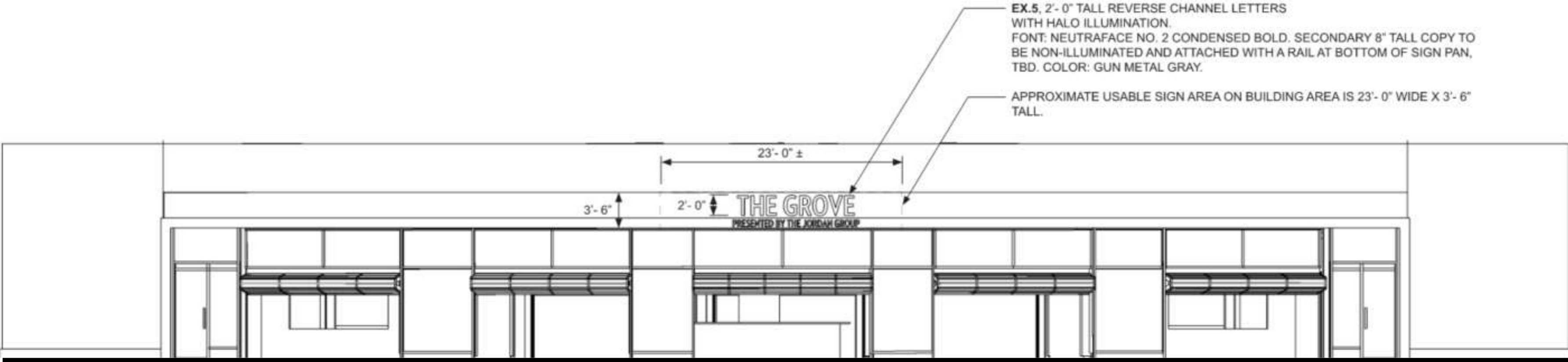


WHITE STADIUM | DESIGN UPDATES
SOUTH CRESCENT : FROM OVERLOOK without trees



WHITE STADIUM | DESIGN UPDATES

SOUTH CRESCENT : DETAILS



WHITE STADIUM | DESIGN UPDATES

SIGNAGE : SOUTHEAST WING



Signage tilted up on Game Days only

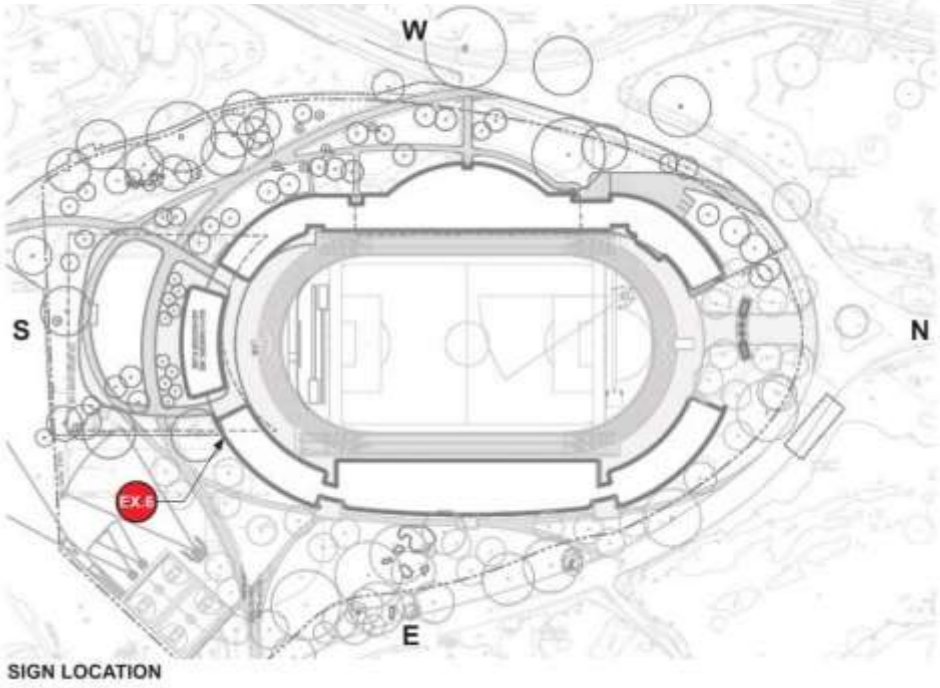
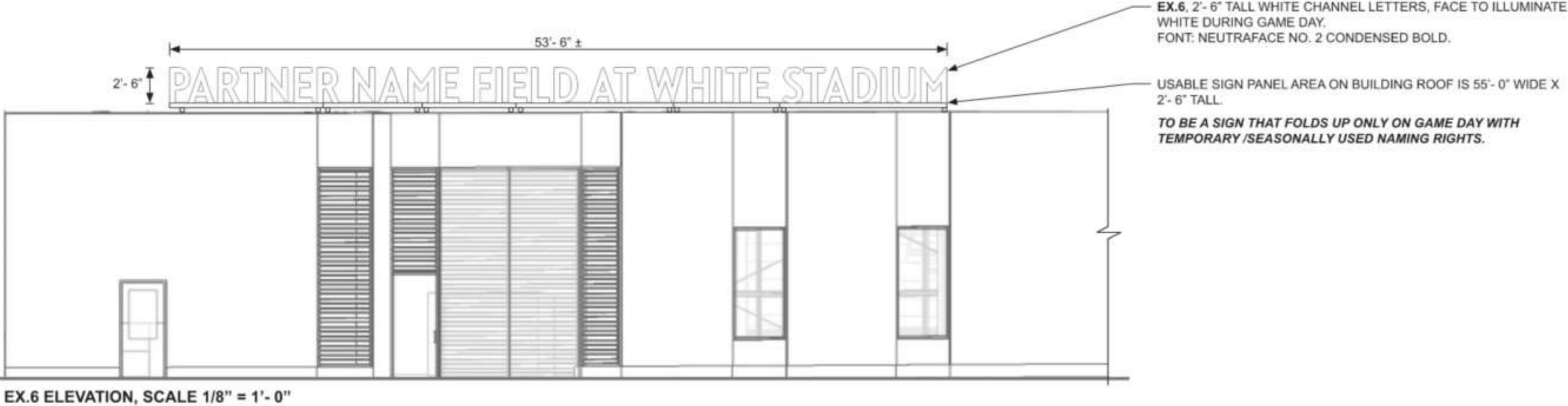
WHITE STADIUM | DESIGN UPDATES
SIGNAGE : SOUTHEAST WING



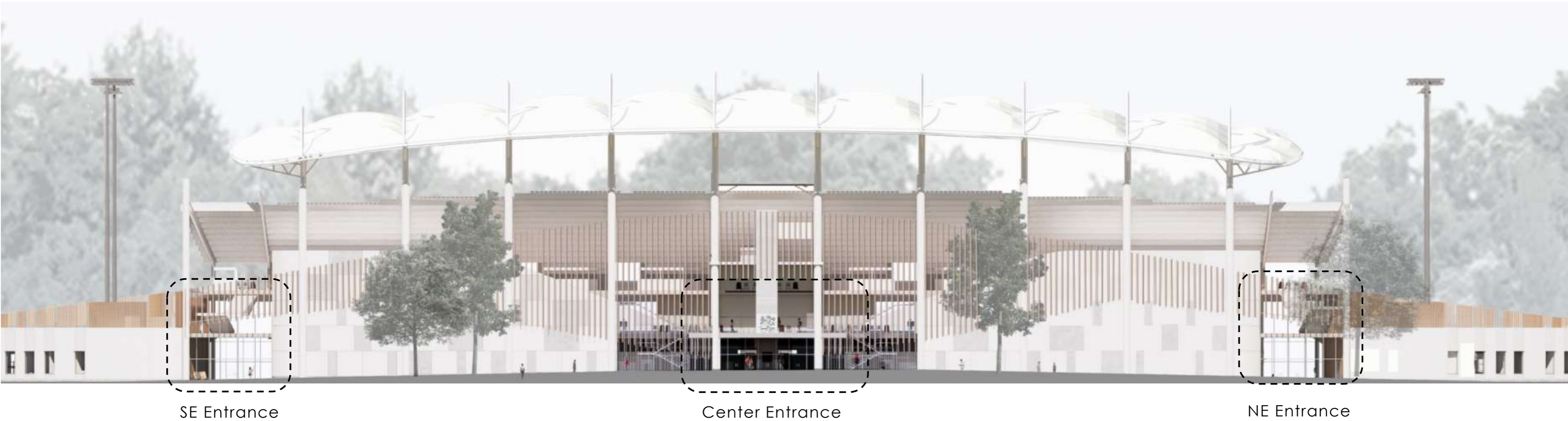
Signage tilted up on Game Days only

WHITE STADIUM | DESIGN UPDATES

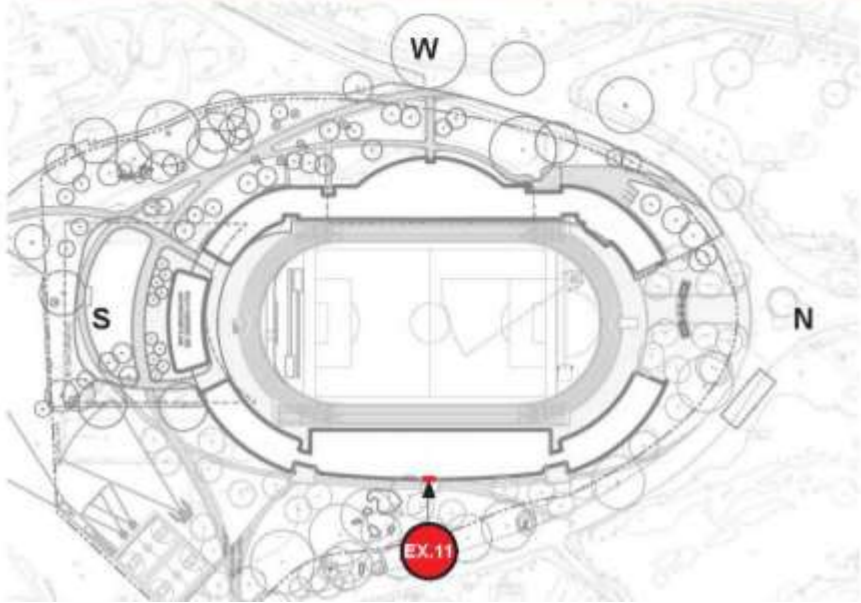
SIGNAGE DETAIL AT SOUTHEAST WING : TILTED UP ON GAME DAYS ONLY



WHITE STADIUM | DESIGN UPDATES
EAST ELEVATION



WHITE STADIUM | DESIGN UPDATES
EAST SIGNAGE VIEW



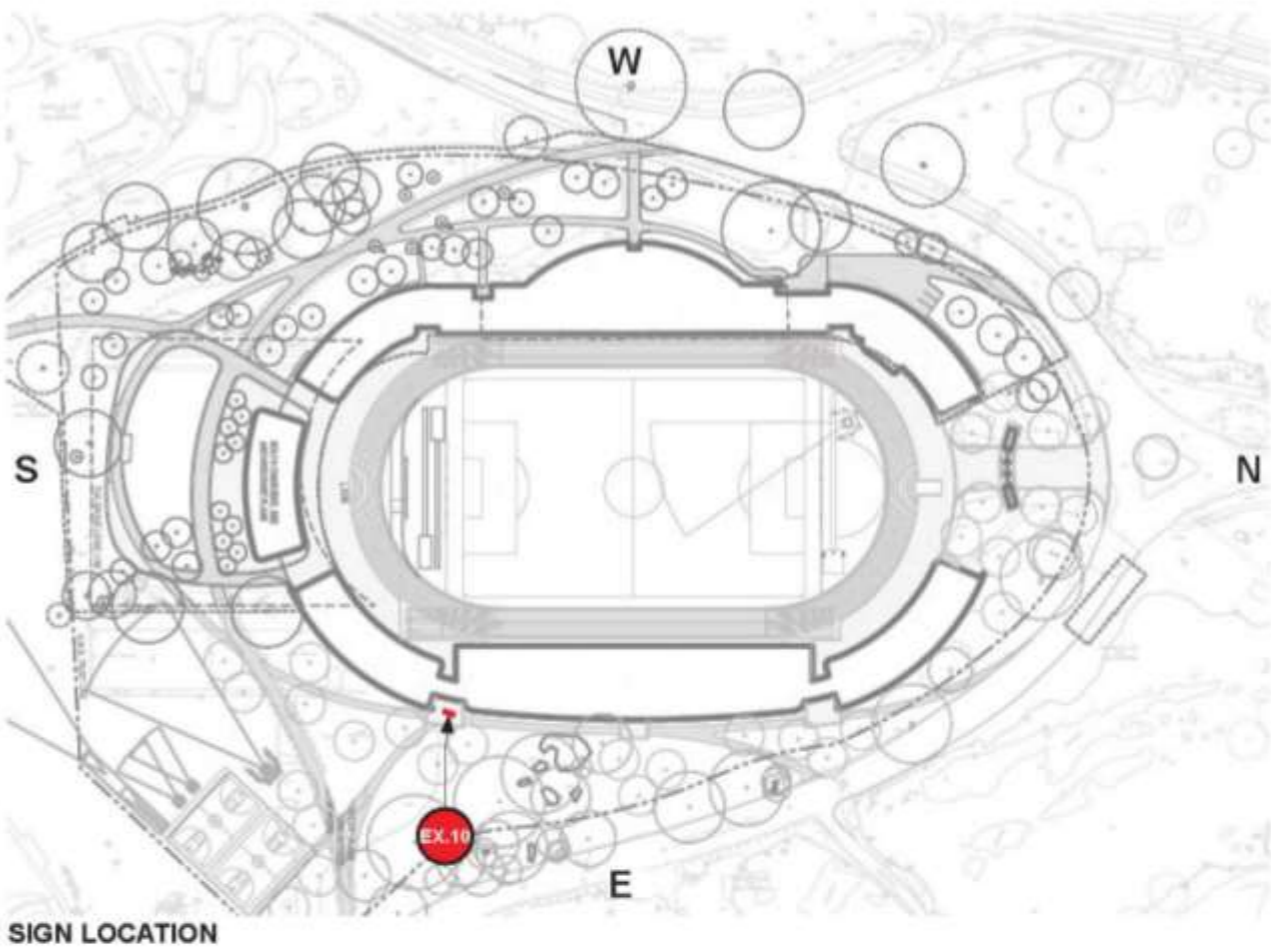
10" TALL REVERSE CHANNEL LETTERS
NON ILLUMINATED, COLOR: GUN METAL GRAY.
FONT: NEUTRAFACE NO. 2 CONDENSED BOLD.

10"
EAST ENTRY
EX.11

WHITE STADIUM | DESIGN UPDATES
EAST SIGNAGE VIEW



EX.10 RENDERING

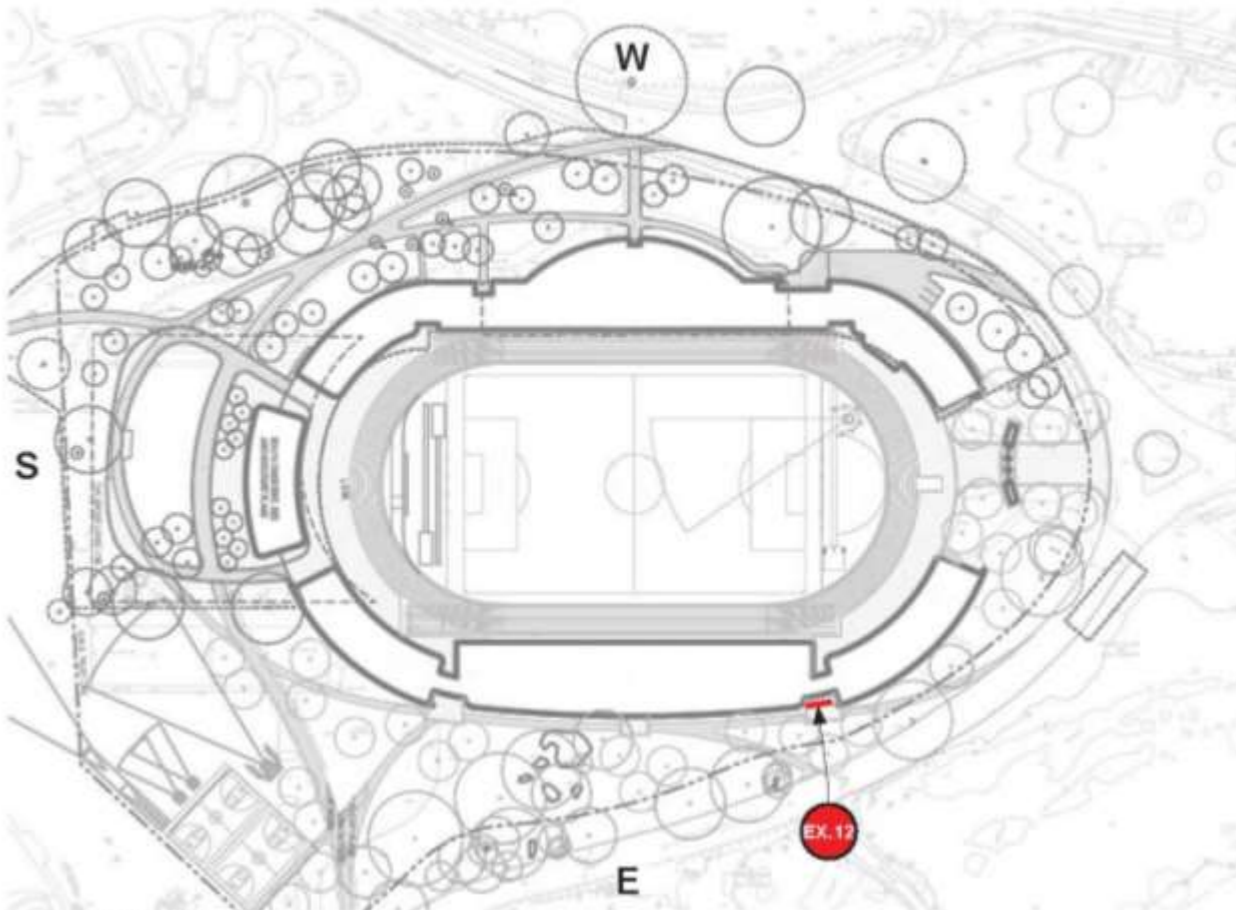


7" TALL REVERSE CHANNEL LETTERS
NON ILLUMINATED, COLOR: GUN METAL GRAY.
FONT: NEUTRAFACE NO. 2 CONDENSED BOLD.

7"
SOUTHEAST ENTRY
EX.10

APPLIED VINYL ENTRY, HOURS AND DIRECTIONAL COPY

WHITE STADIUM | DESIGN UPDATES
EAST SIGNAGE VIEW



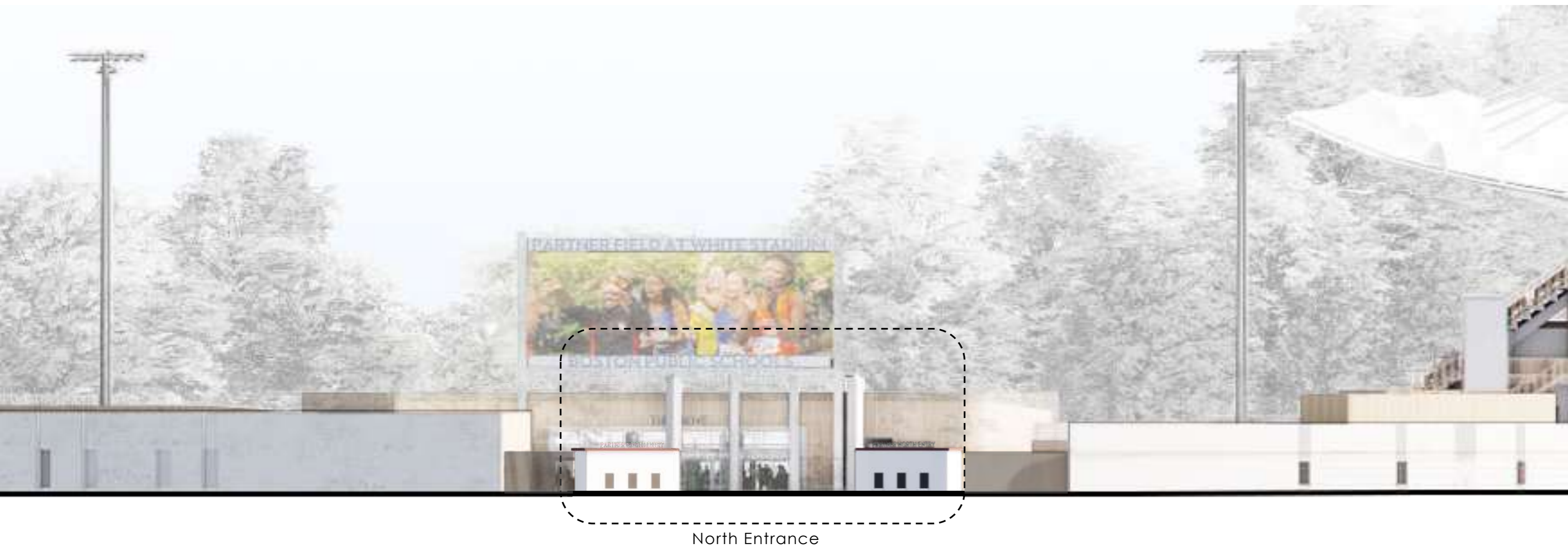
SIGN LOCATION

7" TALL REVERSE CHANNEL LETTERS
NON ILLUMINATED, COLOR: GUN METAL GRAY.
FONT: NEUTRAFACE NO. 2 CONDENSED BOLD.

7"
NORTHEAST ENTRY
EX.12

APPLIED VINYL ENTRY, HOURS AND DIRECTIONAL COPY

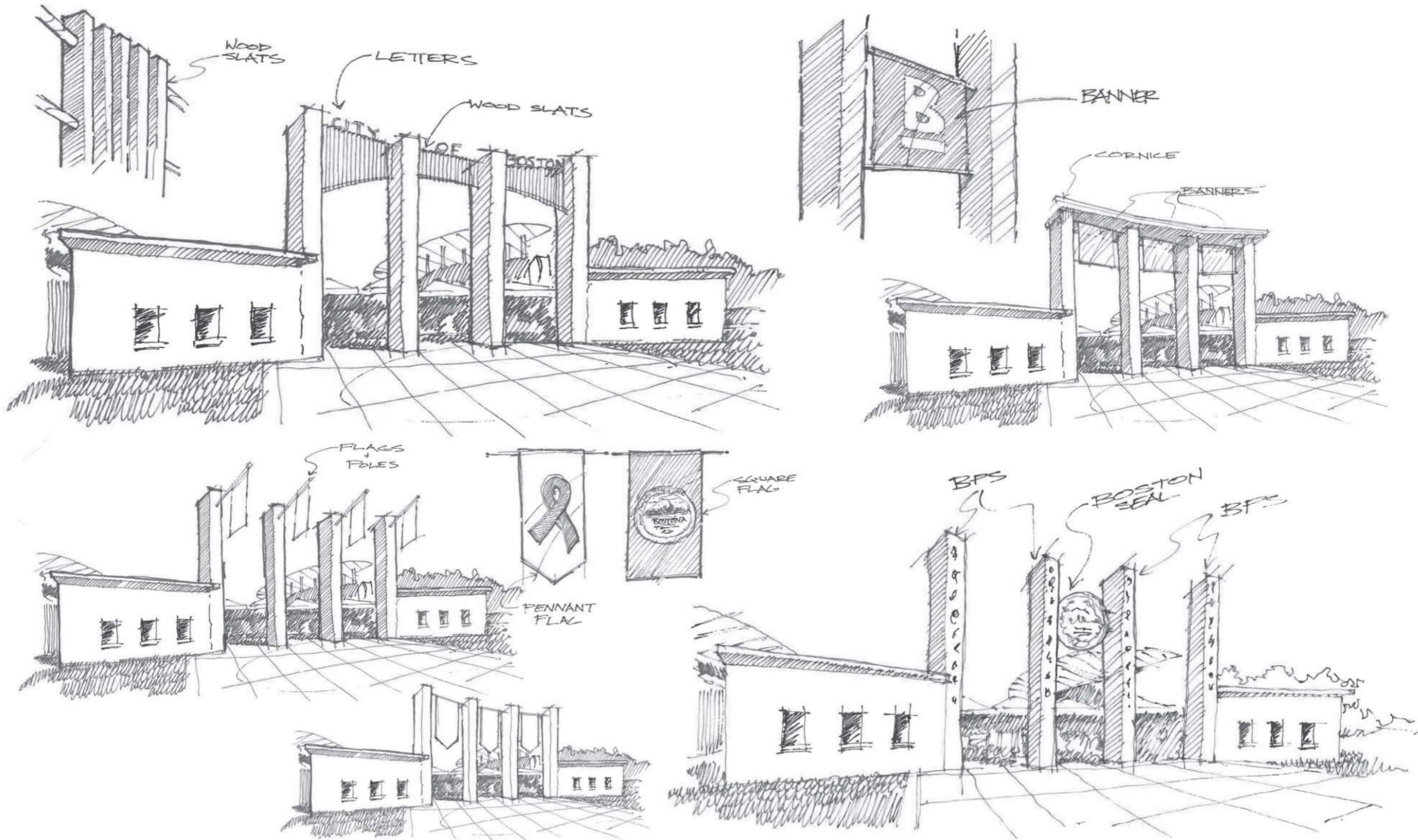
WHITE STADIUM | DESIGN UPDATES
NORTH & SOUTH ELEVATIONS



WHITE STADIUM | DESIGN UPDATES
NORTH PILLARS : EXISTING CONDITIONS



WHITE STADIUM | DESIGN UPDATES
NORTH ENTRANCE SKETCHES



WHITE STADIUM | DESIGN UPDATES
SIGNAGE AT NORTH ENTRY : Concept 1



“North Entry” signage tilted up on Game Days only

WHITE STADIUM | DESIGN UPDATES
SIGNAGE AT NORTH ENTRY : Concept 1



“North Entry” signage tilted up on Game Days only

WHITE STADIUM | DESIGN UPDATES
SIGNAGE AT NORTH ENTRY Concept 2



“North Entry” signage tilted up on Game Days only

WHITE STADIUM | DESIGN UPDATES
SIGNAGE AT NORTH ENTRY Concept 2



“North Entry” signage tilted up on Game Days only

WHITE STADIUM | DESIGN UPDATES
SIGNAGE AT NORTH ENTRY Concept 2



WHITE STADIUM | DESIGN UPDATES
SIGNAGE AT NORTH ENTRY Concept 2 with banners

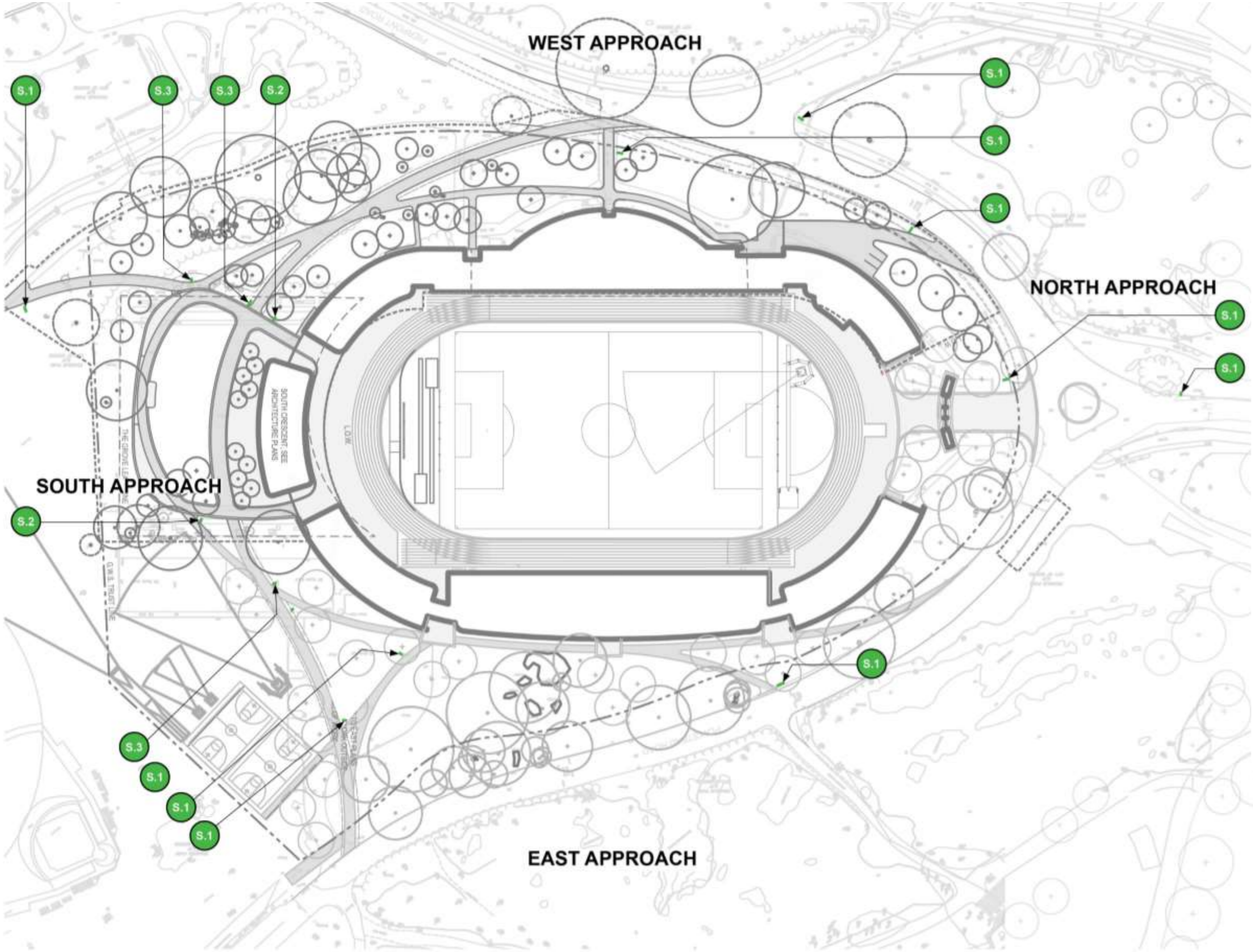


WHITE STADIUM | DESIGN UPDATES

SIGNAGE AT NORTH ENTRY Concept 2 – flexibility



WHITE STADIUM | DESIGN UPDATES
KEY PLAN FOR WAYFINDING SIGNS



S.1 WAYFINDING PYLON



S.2 Grove Pylon
S.3 Grove Supporter Pylon

WHITE STADIUM | DESIGN UPDATES

KEY PLAN FOR OUTWARD FACING SIGNS

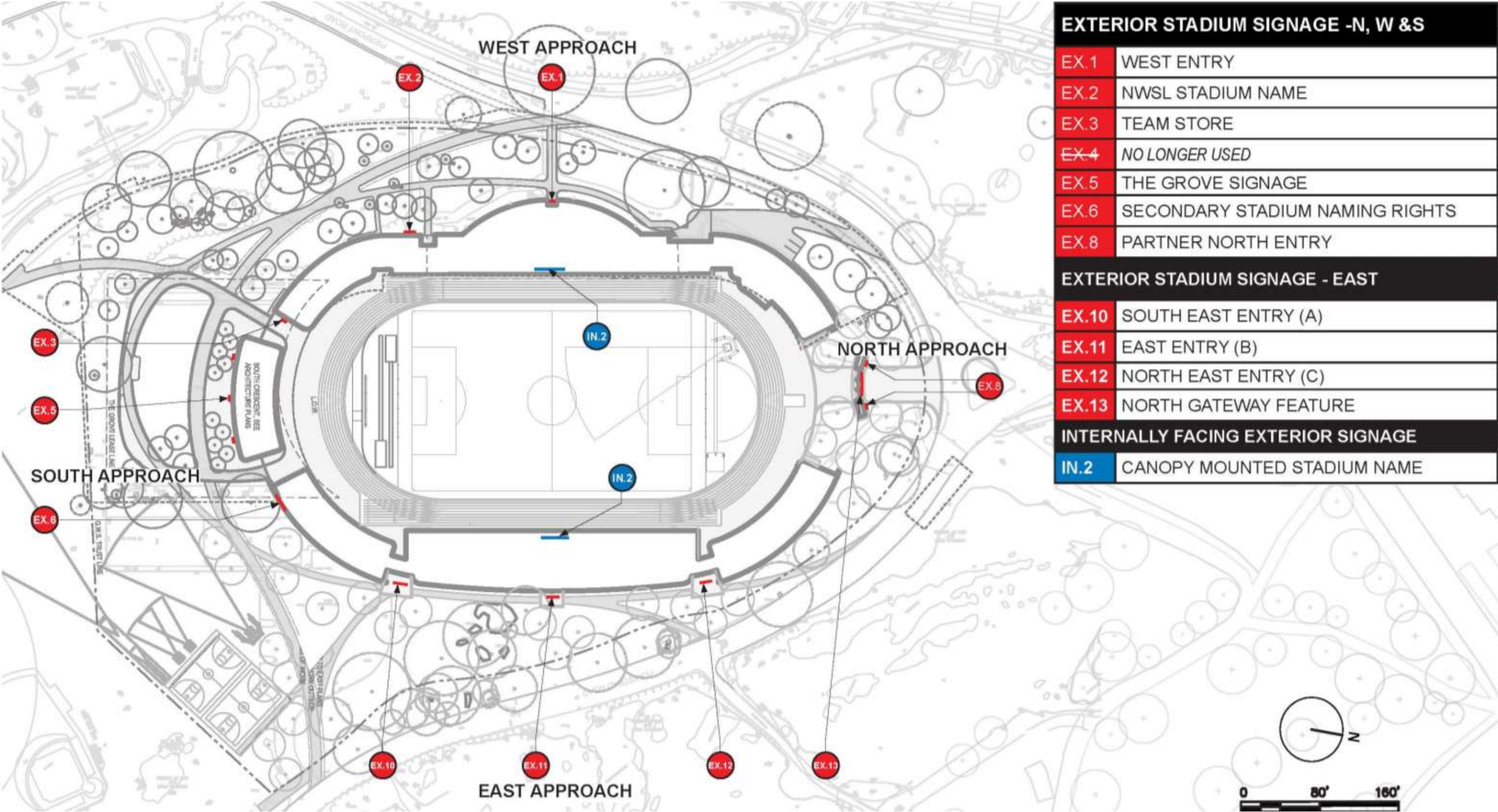


EXHIBIT O

C.O.R.I. Forms, Including City Ordinance

(see attached)

[Exhibit O]

CM FORM 15A

CORI COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. **All Vendors must check one of the three lines below.**

1. ☐ CORI checks are not performed on any Applicants.
2. ☐ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.
3. ☐ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth on the attached CM Form 15B (a copy of the Vendor's written CORI policy must accompany this form).

(Typed or printed name of person signing
quotation, bid or proposal)

Signature

(Name of Business)

NOTE:

The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

Instructions for Completing CM Form 15B:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.

A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4.

For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

CM FORM 15B

CORI COMPLIANCE STANDARDS

By checking line 2 on the foregoing CM Form 15A, the Vendor affirms that its CORI-related policies, practices, and standards are consistent with the following standards:

1. The Vendor does not conduct a CORI check on an Applicant unless a CORI check is required by law or the Vendor has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
2. The Vendor reviews the qualifications of an Applicant and determines that an Applicant is otherwise qualified for the relevant position before the Vendor conducts a CORI check. The Vendor does not conduct a CORI check for an Applicant that is not otherwise qualified for a relevant position.
3. If the Vendor has been authorized by the MDCJIS to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the Vendor contains other information (i.e. cases disposed favorably for the Applicant such as Not Guilty, Dismissal) then the Vendor informs the Applicant and provides the Applicant with a copy of MDCJIS' information for the Applicant to pursue correction.
4. When the Vendor receives a proper CORI report of an Applicant that contains only the CORI information that the Vendor is authorized to receive and the Vendor is inclined to question an applicant about their criminal history, or refuse, rescind, or revoke the offer of a position to an Applicant, then the Vendor complies with this section by, including, but not limited to, notifying the Applicant of the potential adverse employment action, providing the Applicant with a photocopy of the CORI report received by the Vendor, informing the Applicant of the specific parts of the CORI report that concern the Vendor, providing an opportunity for the Applicant to discuss the CORI report with the Vendor including an opportunity for the Applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the Applicant, and documenting all steps taken to comply with 803 CMR 2.17.
5. The Vendor makes final employment-related decisions based on all of the information available to the Vendor, including the seriousness of the crime(s), the relevance of the crime(s), the age of the crime(s), and the occurrences in the life of the Applicant since the crime(s). If the final decision of the Vendor is adverse to the Applicant and results in the refusal, rescission, or revocation of a position with the Vendor then the Vendor promptly notifies the Applicant of the decision and the specific reasons therefor. Nothing in these requirements modifies or affects a Vendor's obligation to comply with Massachusetts or federal laws regarding CORI.

APPROVED AS TO FORM BY CORPORATION COUNSEL JUNE 2014

(PUB June 2014)

CORI COMPLIANCE WAIVER

1. Summary of the terms of the contract
2. Details of the Vendor's failure or refusal to conform to the City's CORI-related standards:
3. Explanation of the exigency causing the grant of this waiver:

COPY TO OCR_____ COPY TO CITY COUNCIL STAFF DIRECTOR_____

EXHIBIT P

Wage Theft Prevention Form (FORM CM-16)

(see attached)

[Exhibit P]

CM FORM 16

WAGE THEFT PREVENTION

The City of Boston has established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

1. ☐ Neither this firm nor any subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission.
2. ☐ This firm, or a subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.
3. Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act imposed while any bid/proposal is pending and, if awarded a contract, during the term of the contract, will be reported to the Official within five (5) days of receiving notice.
4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal, or during the term of the contract and through the contract term shall furnish their monthly certified payrolls to the Official for all employees working on such contract and may be required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or

federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of the Order and applicable local, state, and federal law will be posted in conspicuous places.

(Typed or printed name of person signing
quotation, bid or proposal)

Signature

(Name of Business)

Instructions for Completing CM Form 16:

A vendor must check box 1 or box 2 as applicable and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary.

Pursuant to the above mentioned Executive Order, vendors who have been awarded a contract with the City of Boston must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, c. 151, and the Fair Labor Standards Act in conspicuous places. This notice can be found at:

<http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

EXHIBIT Q

Employment of Boston Labor; Diversity and Inclusion Plan

(see attached)

[Exhibit Q]

Exhibit Q

EMPLOYMENT OF BOSTON LABOR; DIVERSITY AND INCLUSION PLAN

The overall mission of Boston Unity Soccer Partners LLC and its affiliates (“Boston Unity”) is to create and grow a championship, professional women’s soccer team that is owned, managed, and operated by women. We believe that women’s sports can be a force for good on and off the field and, through intentional partnership with members of the communities where we hope to live, work and play, intend for Boston Unity to be a driver of wide-ranging and long-lasting benefits for all Bostonians and beyond.

Boston Unity is bringing a new National Women’s Soccer League (“NWSL”) team to the city of Boston under a women-led ownership group that is motivated by empowering female athletes and determined to grow the power of the women’s sports community and with it, the NWSL. Boston Unity understands that a diverse community is at the core of women’s sports.

A key goal of Boston Unity is to create community wealth. Local businesses in the communities surrounding Franklin Park also means minority business enterprises. Our economic strategies outlined in the Cooperation Agreement reflect our commitment to hiring, contracting, and supporting women and the Black and Brown population around Franklin Park. In measuring this effort we intend to follow these metrics:

- The Project will comply with the BPDA’s Diversity, Equity, and Inclusion (DEI) in Development Policy.
- The Project will contract using the “Massport Procurement Model” (inclusionary standards increasingly embraced in Massachusetts, centering on equity participation, workplace and supplier diversity; enhanced wrap- round services; and other assertive measures; with dedicated performance metrics and accountability). The project will strive for a 50% MBE/WBE and local business threshold.

Boston Unity’s partnership at White Stadium will also provide other benefits that are further identified in the Cooperation Agreement and that have a social justice and inclusionary benefit to the minority-majority communities around Franklin Park and are listed here as well:

- Provide opportunities for expanded Boston Public Schools (“BPS”) programming through improved athletic facilities.
- Create a community-oriented, accessible, valued fan experience.
- Include a dedicated neighborhood fan section within the renovated Stadium providing community members premiere access to games. Increase public safety in the immediate area of the Stadium with new lighting and security features.
- Implement a “Community Amplification” program creating a platform to spotlight and amplify the people, work, and small businesses that are driving this community forward.
- Provide annual charitable donations to programs and partners to support education and children initiatives, women and diversity in sports and management, local community programs, Franklin Park, and the Franklin Park Zoo.

- Implement a “Game Day Giving” program highlighting one impact partner per game (40+ organizations a season) empowering women and girls across the Greater Boston area.

Engagement of Minority- & Women-Owned Businesses

Boston Unity will work towards a sustainable business model that factors in the things that make this game and this fan community different. Sustainability of the team and the League, and ultimately, greater equity in player resources is the outcome we all seek.

Achieving this includes engaging MBE/WBEs as key partners for the Project.

Workforce Development/Training

Boston Unity’s proposed D&I Plan includes the following strategies to support workforce training for underrepresented populations:

- Create 500+ jobs during renovation and construction, and 300+ new permanent jobs at all economic levels with preference given to local contractors, vendors, and employees.
- Provide marketing support and subsidized advertising for minority businesses during game days and events
- Provide cross-promotional opportunities for local businesses via food court and other concessions areas and collaborations with local artists and designers for merchandise.
- Create internship programs in sports management, sports medicine, property management and hospitality that service local and BPS students and graduates, providing pathways for the next generation of workers.
- Fund scholarships earmarked for local youth to participate and attend the team’s youth leagues and development academy.
- Provide the unique opportunity for BPS students and Boston youth to experience world class female athletes in the Franklin Park neighborhood.

Boston Unity’s Previous and Current D&I Initiatives

Boston Unity fully endorses a comprehensive vertical approach throughout its organization toward the application of best practices in the Environmental, Social and Governance (“ESG”) realm. Boston Unity is committed to putting into real world practice those principles and values all too often recited, but not meaningfully implemented. Boston Unity will center the Project through an equity lens and move forward ready to listen, learn, and partner in ways that are authentic, intentional, and considerate of the rich history and future aspirations of the community surrounding White Stadium. Boston Unity has taken and will continue to take deliberate, meaningful steps to engage the community through outreach to local organizations and elected officials to gain a solid understanding of key concerns. Boston Unity is also actively seeking opportunities for collaboration with members of the diverse communities of Dorchester, Jamaica Plain, Roxbury, Mattapan, the City of Boston, and Boston Public Schools.

EXHIBIT R

Form of Guaranty of Lease

GUARANTY OF LEASE

THIS GUARANTY OF LEASE (“**Guaranty**”) is made as of _____, 2024, by **BOSTON UNITY SOCCER PARTNERS LLC**, a Delaware limited liability company (“**BUSP**”), and **BOS NATION FOOTBALL CLUB LLC**, a Delaware limited liability company (f/k/a Boston Unity Soccer Club LLC) (“**BUSC**”; BUSP and BUSC, jointly and severally, “**Guarantor**”), in favor of **BOSTON PUBLIC SCHOOLS**, acting on behalf of The City of Boston George Robert White Fund (“**Landlord**”), in connection with that certain Lease Agreement dated as of the date hereof (the “**Lease**”) pursuant to which Landlord leases to **BOSTON UNITY STADCO LLC**, a Massachusetts limited liability company (“**Tenant**”), a portion of the “White Stadium Parcel”, as more particularly described in the Lease (the “**Premises**”). As a material inducement to and in consideration of Landlord’s entering into the Lease, Landlord having indicated that it would not enter into the Lease without the execution of this Guaranty, Guarantor does hereby agree with Landlord as follows:

1. Guarantor does hereby jointly and severally unconditionally guarantee, without deduction by reason of set off, defense or counterclaim, as a primary obligor and not as a surety, and promises to perform and be liable for any and all obligations and liabilities of Tenant under the terms of the Lease, including without implied limitation Tenant’s obligation to pay such rents, charges, costs and impositions as are set forth in the Lease, whether due and payable before or after any termination of the Lease, excluding only the performance and payment of the Tenant Work (which is guaranteed separately pursuant to that certain Completion Guaranty dated of even date herewith by BUSP and BUSC in favor of Landlord). Guarantor further jointly and severally agrees to defend with counsel acceptable to Landlord, and to indemnify and save Landlord harmless from and against any and all loss, cost, damage or liability arising out of any breach by Tenant of any of the terms, conditions and covenants of the Lease including reasonable attorneys’ fees and any other costs incurred by Landlord in connection therewith.

2. The undertakings contained in this Guaranty shall be the personal liability of Guarantor, on a joint and several basis. Guarantor acknowledges that the liability of Guarantor under this Guaranty shall be primary and that, in the enforcement of its rights, Landlord shall be entitled to look to Guarantor for the performance of the obligations of Tenant which Guarantor has guaranteed, without first commencing any action or proceedings against Tenant or the other Guarantor or any other guarantor or surety, and likewise, enforcement of Landlord’s rights against Tenant or any other guaranty or surety shall not impair the right of Landlord to enforce this Guaranty, and any such action by Landlord shall not operate as a release of the liability of Guarantor under this Guaranty. The guaranteed obligations include both payment and performance. The obligations of Guarantor shall be absolute and unconditional and shall remain in full force and effect until all amounts due pursuant to the Lease have been irrevocably paid in full and all of Tenant’s obligations thereunder have been irrevocably performed in full.

3. If Tenant shall at any time default in the performance or observance of any of the terms, covenants or conditions in the Lease on Tenant's part to be kept performed or observed, Guarantor will keep, perform and observe same, as the case may be, in the place and stead of Tenant.

4. The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of any security given for the performance and observance of any covenant or condition in the Lease on Tenant's part to be performed or observed, regardless of whether Guarantor consents thereto or receives notice thereof.

5. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditor's receivership, bankruptcy or other proceeding; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the Bankruptcy Act or other statute or from the decision in any court; (c) the rejection of the Lease in any such proceedings; (d) the assignment or transfer of the Lease; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatsoever of the liability of Tenant; (g) the exercise by Landlord of any of its rights or remedies reserved under the Lease or by law; or (h) any termination of the Lease, other than as provided under the Lease.

6. Guarantor agrees that none of its obligations and no right against Guarantor hereunder shall in any way be discharged, impaired, or otherwise affected by any extension of time for, or by any partial or complete waiver of the performance of any of Tenant's obligations under the Lease, or by any other alteration, amendment, assignment, expansion, extension or modification in or to the Lease, or by any release or waiver of any term, covenant or condition of the Lease, or by any delay in the enforcement of any rights against Tenant, Guarantor, another guarantor, any surety, or any other person or entity liable under the Lease. Without limitation, Guarantor agrees that the Lease may be altered, amended, assigned, expanded, extended or modified from time to time on such terms and provisions as may be satisfactory to Landlord without notice to or further assent by Guarantor, and Guarantor hereby waives notice of acceptance of this Guaranty, notice of any obligations guaranteed hereby or of any action taken or omitted in reliance hereon, and notice of any defaults of Tenant under the Lease and waives presentment, demand for payment or performance, protest, notice of dishonor, nonpayment or nonperformance of any such obligations, suit or taking of other action by Landlord against, and any other notice to, any party liable thereon and waives suretyship defenses generally, other than full and timely irrevocable payment and performance of all obligations hereby guaranteed, and Guarantor agrees to cause Tenant to preserve the enforceability of all instruments hereby guaranteed, as modified with the consent of Landlord, and to cause Tenant to refrain from any act or omission which might be the basis for a claim that Guarantor has any defense to Guarantor's obligations hereunder, exclusive only of the defense that Tenant has fully and timely irrevocably paid and performed all obligations hereby guaranteed. No invalidity, irregularity or unenforceability of all or any part of such obligations or of any security therefor and no insolvency, bankruptcy, liquidation proceeding or dissolution affecting Tenant or Guarantor shall affect, impair or be a defense to this Guaranty. The liability of Guarantor hereunder is primary and unconditional and shall not be subject to any

offset, defense (other than the defense of full and timely irrevocable payment and performance) or counterclaim of Guarantor. This is a continuing guaranty.

7. Landlord recognizes the priority of monetary claims of the NWSL against Guarantor existing at the time Landlord makes a claim, provided that Tenant and Guarantor, as applicable, include such NWSL priority language in all other material contracts prior to satisfaction of all of Tenant's obligations under the Lease.

8. Guarantor represents that this Guaranty and the Lease hereby guaranteed have been duly authorized and are the legal, valid and binding obligations of Guarantor and Tenant, enforceable in accordance with their respective terms, and Guarantor further agrees that no invalidity of any term shall affect or impair Guarantor's liability under this Guaranty.

9. This instrument is intended to be fully effective in accordance with its terms notwithstanding any exculpatory provisions inconsistent herewith contained in the Lease.

10. Guarantor further agrees that it may be joined in any action against Tenant in connection with the obligations of Tenant under the Lease and recovery may be had against Guarantor in any such action. Landlord may enforce the obligations of Guarantor hereunder without first taking any action whatsoever against Tenant or any guaranty or any surety or its or their successors and assigns, or pursue any other remedy or apply any security it may hold.

11. Until all of Tenant's obligations under the Lease are fully irrevocably performed, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or actions of performance by Guarantor under this Guaranty; and (b) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant under, arising out of or related to the Lease or Tenant's use of the Premises.

12. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law.

13. This Guaranty applies to, inures to the benefit of and binds all parties hereto, and their successors and assigns. This Guaranty may be assigned by Landlord voluntarily or by operation of law.

14. Upon written request from Landlord not more frequently than once per calendar year (or more frequently if requested by Landlord when Tenant is then in default under the Lease), Landlord may cause a special audit to be made of Guarantor's financial statements and accompanying backup information in order to assess whether Guarantor has the continued financial capability to meet all of Tenant's payment obligations under the Lease and the SUA (as defined in the Lease) for the then-following twelve (12) month period (the "**Financial Capability Assessment**"). The Financial Capability Assessment shall be conducted in person at Guarantor's principal place of business in Boston by an accounting firm or other consultant retained by Landlord (the "**Third-Party Auditor**") reviewing Guarantor's most recent unaudited (or, if

available, audited) financial statements and reasonable backup information as the Third-Party Auditor reasonably requests, and Guarantor will make such materials available to the Third-Party Auditor to review (but not copy) at such office of Guarantor. The findings of the Financial Capability Assessment shall be reported by the Third-Party Auditor to Landlord, Tenant, and Guarantor in a letter (a “**Financial Capability Letter**”) stating in summary form whether Guarantor has the continued financial capability to meet all of Tenant’s payment obligations under the Lease and the SUA for the then-following twelve (12) month period. The cost of the Financial Capability Assessment shall be paid by Landlord. All materials reviewed by the Third-Party Auditor shall be strictly confidential and proprietary to the Guarantor and shall be retained by Guarantor and not disclosed by the Third-Party Auditor, except as part of the Financial Capability Letter or as otherwise required by Legal Requirements or court order.

15. If claim is ever made upon Landlord for repayment or disgorgement of any amount or amounts received by Landlord in payment of the obligations under the Lease and Landlord repays all or any part of said amount or all or any portion of such amount is disgorged, then, notwithstanding any revocation or termination of this Guaranty or the termination of the Lease, Guarantor shall be and remain liable to Landlord for the amount so repaid or disgorged.

16. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may Guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer of Landlord.

17. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word “person” as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

18. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

19. Guarantor represents that the person signing below is duly authorized to execute this Guaranty on behalf of Guarantor and to bind Guarantor hereby.

20. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof.

21. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys’ fees, collection costs and other costs incurred in and in preparation for the action.

22. Guarantor agrees that this Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

23. The term “Landlord” whenever used herein refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof whether by assignment or otherwise. The term “Tenant” whenever used herein refers to and means the Tenant in the foregoing Lease specifically named and also any assignee of said Tenant, assignee or sublessee of such Lease or any part thereof, whether by assignment, sublease or otherwise.

Any notice or other communication to be given under this Agreement by either party to the other will be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or delivered by an express overnight delivery service, charges prepaid, as follows:

If to Landlord:

Boston Public Schools
2300 Washington Street
Roxbury, MA 02119
Attention: Superintendent of Operations & Safety

City of Boston Mayor’s Office
One City Hall Square
Boston, MA 02201
Attention: Chief of Operations

Boston Public Schools Athletics
White Stadium
P.O. Box 302205
Boston, MA 02130
Attention: Senior Director of Athletics

Boston Parks & Recreation Department
1010 Massachusetts Avenue, 3rd Floor
Boston, MA 02118
Attention: Commissioner

Law Department
One City Hall Square, Room 615
Boston, MA 02201
Attention: Corporation Counsel

If to Guarantor:

Boston Unity Stadco LLC
575 Boylston Street, 3W
Boston, Massachusetts 02116
Attention: Jennifer Epstein and Kim Miner

Verrill Dana LLP
One Federal Street
Boston, MA 02110
Attention: Chris Tsouros, Esq.

Any address or name specified above may be changed by a notice given by the addressee to the other party in accordance with this numbered paragraph. Any notice will be deemed given and effective (i) if given by personal delivery, as of the date of delivery in person; or (ii) if given by mail, upon receipt as set forth on the return receipt; or (iii) if given by overnight courier, one (1) business day after deposit with the courier. The inability to deliver because of a changed address of which no notice was given or the rejection or other refusal to accept any notice will be deemed to be the receipt of the notice as of the date of such inability to deliver or the rejection or refusal to accept.

24. Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY(IES) AGAINST ANY OTHER PARTY(IES) ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY OR THE RELATIONSHIP OF THE PARTIES CREATED HEREUNDER.

25. Guarantor hereby consents to the jurisdiction of any state or federal court located within the Commonwealth of Massachusetts in any suit, action or proceeding brought under or arising out of this Guaranty (and further agrees not to assert or claim that such venue is inconvenient or otherwise inappropriate or unsuitable), and waives personal service of any and all process upon it and consents that all service of process may be made by certified mail directed to Guarantor at the address set forth in this Guaranty.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

GUARANTOR:

BOSTON UNITY SOCCER PARTNERS LLC,
a Delaware limited liability company

By: _____

Name: Jennifer Epstein

Title: Controlling Manager

BOS NATION FOOTBALL CLUB LLC,
a Delaware limited liability company

By: Boston Unity Soccer Partners LLC,
a Delaware limited liability company,
its sole member

By: _____

Name: Jennifer Epstein

Title: Controlling Manager

EXHIBIT S
Form of Escrow Agreement

(see attached)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Escrow Agreement”) is made as of _____, 202__, by and among (i) Boston Public Schools, acting on behalf of The City of Boston George Robert White Fund (“Landlord”), (ii) Boston Unity Stadco LLC, a Massachusetts limited liability company (“Tenant”) and (iii) [insert name of escrow agent]¹ (“Escrow Agent”).

RECITALS:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated as of December 23, 2024 (as the same may be modified, supplemented, or amended from time to time, the “Lease”), pursuant to which Landlord leases to Tenant, and Tenant leases from Landlord, certain limited portions of the White Stadium Parcel (as defined in the Lease), as more particularly described in the Lease; and

WHEREAS, Section 12.1 of the Lease provides that Tenant will deposit with Escrow Agent the amount of Twenty-Five Million and 00/100 Dollars (\$25,000,000.00) in immediately available funds (the “Deposit”) prior to commencing any demolition activities on the premises leased under the Lease; and

WHEREAS, Escrow Agent has agreed to hold the Deposit (together with any interest or investment income earned thereon, collectively, the “Escrow Funds”), in escrow on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord, Tenant and Escrow Agent agree as follows:

1. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Lease.

2. Prior to commencing any demolition activities on the premises leased under the Lease, Tenant shall deposit the Deposit with Escrow Agent. Landlord and Tenant hereby direct Escrow Agent to hold and disburse the Escrow Funds pursuant to the terms of this Escrow Agreement, and Escrow Agent hereby agrees to do so. Landlord and Tenant acknowledge and agree that it shall be an automatic Event of Default under the Lease if Tenant commences demolition activities on the premises leased under the Lease prior to depositing the Deposit with Escrow Agent, entitling Landlord to exercise all of its rights and remedies under the Lease.

3. Escrow Agent shall deposit (and thereafter maintain) the Escrow Funds in an interest-bearing bank account at [insert name of bank] (or as otherwise agreed to in writing by

¹ **Note to Draft:** To be mutually agreed to by the parties

Landlord, Tenant, and Escrow Agent). The Escrow Funds shall at all times be held in the name of Landlord and shall be Landlord's property for all purposes.

4. Tenant shall have the right from time to time (but not more than once monthly) to submit to Landlord and Escrow Agent a requisition for disbursement of a portion of the Escrow Funds necessary to pay for hard construction costs (inclusive of procurement and deposits) ("Construction Costs"), then due and payable by Tenant for completed portions of the Tenant Work (a "Draw Request Notice"). Each Draw Request Notice shall include the following: (i) a certificate signed by the Tenant Representative with reasonable detail and explanation of the Construction Costs incurred by Tenant in the completion of the portion of the Tenant Work that is the subject of the Draw Request Notice, together with invoices and other evidence reasonably satisfactory to Landlord showing that the amount requested in the Draw Request Notice is then due and payable for such Construction Costs, (ii) a certificate signed by the Landlord's architect certifying that the Tenant Work represented by the aforesaid invoices has been satisfactorily completed in accordance with the CDs or other applicable plans and specifications for the Tenant Work on AIA Forms G702 and G703/G703A or other form acceptable to Landlord, and (iii) unconditional lien waivers with respect to all portions of the Tenant Work other than that for which disbursement is being sought (and specifically including all work for which previous disbursements have been made).

Within fourteen (14) days following Landlord's receipt of a proper and complete Draw Request Notice, Landlord shall notify Escrow Agent and Tenant whether Escrow Agent is authorized to disburse the amount set forth in such Draw Request Notice (such notice, the "Response Notice"); it being acknowledged, that so long as Tenant has provided a proper and complete Draw Request Notice and Landlord reasonably determines that the amounts requested are due and payable for Construction Costs for properly completed portions of Tenant Work, then Landlord will approve the disbursement, up to, but not exceeding, any then applicable limitations set forth below. If Landlord does not provide a Response Notice within fourteen (14) days of Landlord's receipt of a proper and complete Draw Request, then following such period Tenant may provide Landlord with written notice of such failure to respond (the "Second Notice"), which, in order to be effective, must attach a complete copy of the Draw Request Notice and must include the following statement in 24-point capitalized bold font at the top of such Second Notice: "SECOND NOTICE: THE FAILURE OF LANDLORD TO RESPOND WITHIN FIVE (5) BUSINESS DAYS AFTER THE RECEIPT OF THIS SECOND NOTICE BY LANDLORD SHALL BE DEEMED TO BE APPROVAL OF THE DRAW REQUEST NOTICE." If Landlord fails to provide a Response Notice within five (5) Business Days after Landlord's receipt of such Second Notice, then Landlord shall be deemed to have approved the disbursement set forth in the Draw Request Notice (provided, in no event shall such disbursement exceed the limitations set forth below).

Within three (3) days following Escrow Agent's receipt of a Response Notice which indicates Landlord's approval of the amount so requisitioned, or upon Landlord's failure to submit a Response Notice after receiving a Second Notice within the allotted timeframe as noted above, Escrow Agent shall disburse such amount approved by Landlord (provided in no event shall such disbursement exceed the limitations set forth below). Tenant shall use the disbursed amount to pay the invoices submitted as part of the approved Draw Request Notice;

alternatively, Landlord may direct Escrow Agent to pay the contractor, subcontractor, supplier or materialmen directly. If the Response Notice does not indicate Landlord's approval, then Escrow Agent shall continue to hold the funds requested in the Draw Request Notice until Escrow Agent receives joint written instructions executed by Tenant and Landlord as to the disbursement of the Draw Request. Landlord's objection to any line items in a Draw Request Notice shall not preclude payment of the remainder of the undisputed items in the same Draw Request Notice, which shall be paid without delay as provided herein while such dispute is resolved (provided in no event shall such disbursement exceed the limitations set forth below).

Notwithstanding anything to the contrary contained in this Section 4, in no event shall more than Fifteen Million and 00/100 Dollars (\$15,000,000.00) of the Escrow Funds (the "Requisition Cap") be disbursed pursuant to all Requisition Notices in the aggregate prior to the date "Financing is Obtained" (as defined in that certain Completion Guaranty of even date from Boston Unity Soccer Partners LLC and BOS Nation Football Club LLC, jointly and severally, in favor of Landlord (the "Completion Guaranty"). Landlord may reject any portion of a Draw Request Notice that would cause disbursements from the Escrow Funds to exceed the Requisition Cap prior to the date Financing is Obtained.

5. If the Outside Date (as defined in the Completion Guaranty) occurs before Financing is Obtained or if there is an Event of Default under the Lease that has occurred and is continuing, then upon written demand by Landlord to Escrow Agent given at any time thereafter but prior to the date Financing is Obtained or the Event of Default ceases to be continuing, as applicable, Escrow Agent shall immediately disburse all then remaining Escrow Funds to Landlord, notwithstanding any contrary instruction from Tenant. Escrow Agent may rely on any certification delivered by Landlord certifying as to whether the Outside Date has occurred or Financing is Obtained and as to whether an Event of Default under the Lease has occurred and is continuing.

6. Upon the disposition by Escrow Agent of the entirety of the Escrow Funds as set forth in this Escrow Agreement, this Agreement shall automatically terminate and be of no further force or effect.

7. Disbursements to Landlord or Tenant (as the case may be) shall be made by wire transfer using the applicable wire instructions set forth on Schedule 1 hereto, it being understood and agreed that each of Landlord and Tenant shall have the right to replace its wire instructions from time to time upon not less than ten (10) days' prior written notice to Escrow Agent.

8. If any disagreement or dispute shall arise between or among any of the parties and/or any other persons resulting in adverse claims and demands being made regarding the Escrow Funds, or any portion thereof, whether or not litigation has been instituted, then, except as set forth in Section 5 above, Escrow Agent shall continue to hold the Escrow Funds subject to such adverse claims, and Escrow Agent shall not be or become liable in any way or to any person for its refusal to comply with such claims or demands; provided, however, that:

(a) if Escrow Agent shall receive a written joint direction executed by Landlord and Tenant, Escrow Agent shall promptly disburse the Escrow Funds (or the applicable portion thereof) in accordance with said direction;

(b) if Escrow Agent shall receive a written notice advising that litigation or arbitration over entitlement to the Escrow Funds (or any portion thereof) has been commenced, Escrow Agent shall disburse the Escrow Funds (or the portion thereof which is the subject of such litigation or arbitration) only upon receipt of, and in accordance with, a written joint direction executed by Landlord and Tenant, a final non-appealable order of a court of competent jurisdiction or a final non-appealable order from the arbitrators determining such dispute, and Escrow Agent may deposit the Escrow Funds (or the portion thereof which is the subject of such litigation or arbitration) (i) in the case of litigation, with the clerk of the court in which said litigation is pending, or (ii) in the case of arbitration, with the arbitrators if they will accept the same or with any court of competent jurisdiction, and, in either case, shall promptly give all of the other parties written notice of such deposit; and

(c) Escrow Agent may (but shall not be required to) commence an action for interpleader in a court of competent jurisdiction, the cost thereof to be borne by whichever of Landlord and Tenant is the non-prevailing party, or to be borne equally by Landlord and Tenant if neither of them is the losing party and, upon deposit in such court, Escrow Agent shall be released of and from all liability hereunder in respect of matters arising subsequent thereto.

9. Tenant shall be obligated to reimburse Escrow Agent for all amounts and reasonable expenses incurred in the discharge of Escrow Agent's duties under this Escrow Agreement, including, without limitation, reasonable attorneys' fees incurred in connection with the performance of Escrow Agent's duties hereunder.

10. In its capacity as escrow agent hereunder, Escrow Agent assumes no responsibility for any error or judgment, or for any act done or step taken or omitted by Escrow Agent in good faith, or for any mistake of fact or law or for anything which Escrow Agent may do or refrain from doing in connection herewith, except if due to Escrow Agent's own willful misconduct, gross negligence or willful material breach of the terms of this Escrow Agreement. Escrow Agent is acting as a depository only and its only duties and responsibilities hereunder shall be to hold, disburse and dispose of the Escrow Fund in accordance with this Escrow Agreement.

11. Escrow Agent shall have the right to rely upon any reasonable proof of facts, representation, instrument or document in carrying out the escrow hereunder, without any liability whatsoever, except for Escrow Agent's willful misconduct, gross negligence or breach of the terms of this Escrow Agreement. Escrow Agent shall not be deemed to have any knowledge of the contents of any written notice, document or instrument and no such written notice, document or instrument shall be deemed to have been duly given to Escrow Agent unless and until Escrow Agent shall have actually received such written notice, document or instrument.

12. Except as otherwise set forth herein, Escrow Agent does not and will not have any interest in the Escrow Funds, but is serving only as escrow holder and has only possession thereof.

13. Tenant and Landlord, acting jointly only, and with or without cause, may terminate Escrow Agent's duties and obligations under this Agreement at any time upon prior written notice to Escrow Agent to such effect, which notice shall specify the person or entity to whom the Escrowed Funds shall be delivered. Upon such delivery, all duties, liabilities and obligations of Escrow Agent under this Agreement shall terminate.

14. Escrow Agent shall have the right upon thirty (30) days prior written notice to Tenant and Landlord to resign as Escrow Agent. In the event that Escrow Agent provides such notice, then Escrow Agent shall deposit the Escrow Funds with an escrow agent selected by Landlord, and Tenant and Landlord shall execute an amendment to this Escrow Agreement reflecting the new escrow agent.

15. All notices, demands, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Escrow Agreement shall be in writing and shall be deemed duly given upon delivery or refusal to accept delivery by the addressee thereof if delivered in person, or upon actual receipt or refusal to accept receipt if delivered by reputable overnight guaranty courier (e.g., FedEx or UPS), addressed and sent to the parties at the below addresses:

If to Landlord: Boston Public Schools
2300 Washington Street
Roxbury, MA 02119
Attention: Superintendent of Operations & Safety

with a copy to: City of Boston Mayor's Office
One City Hall Square
Boston, MA 02201
Attention: Chief of Operations

Boston Public Schools Athletics
White Stadium
P.O. Box 302205
Boston, MA 02130
Attention: Senior Director of Athletics

Boston Parks & Recreation Department
1010 Massachusetts Avenue, 3rd Floor
Boston, MA 02118
Attention: Commissioner

Law Department
One City Hall Square, Room 615
Boston, MA 02201
Attention: Corporation Counsel

If to Tenant: Boston Unity Stadco LLC
575 Boylston Street, 3W
Boston, Massachusetts 02116
Attention: Jennifer Epstein and Kim Miner

with a copy to: Verrill Dana LLP
One Federal Street
Boston, MA 02110

Attention: Chris Tsouros, Esq.

If to Escrow Agent: [_____]

or to such other address as may from time to time be specified in writing by any party hereto. Inability to deliver due to a change in address for which no notice as provided herein was given shall be deemed delivery and receipt.

16. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. This Escrow Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles.

18. This Escrow Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original, and all of which, taken together shall constitute one and the same agreement.

19. Nothing in this Escrow Agreement is intended to modify the Lease or the rights or obligations of the parties thereunder.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Landlord, Tenant, and Escrow Agent have executed this Escrow Agreement as of date written above.

LANDLORD:

BOSTON PUBLIC SCHOOLS, acting on behalf of
The City of Boston George Robert White Fund

By: _____
Name: _____
Title: _____

TENANT:

BOSTON UNITY STADCO LLC,
a Massachusetts limited liability company

By: BOS Nation Football Club LLC,
a Delaware limited liability company,
its sole Member

By: Boston Unity Soccer Partners LLC,
a Delaware limited liability company
its sole Member

By: _____
Name: Jennifer Epstein
Title: Controlling Manager

ESCROW AGENT:

[]

By: _____
Name: _____
Title: _____

Schedule 1

Wire Instructions²

For Landlord:

[TBD]

For Tenant:

[TBD]

² **Note to Draft:** To be inserted.

EXHIBIT T

List of Tenant's Personalty

1. As to the South Crescent Building: All movable furniture (tables, chairs, stools); movable restaurant equipment; television/video/audio monitors and displays, computers, security cameras, inventory; dry goods; kitchen utensils and appliances; POS systems; bar equipment; glasses, dishes, silverware, serving items; and supplies
2. As to the Grove Lawn Area: All moveable outdoor furniture, games, tents, banners, and other outdoor lawn accoutrements
3. As to the West Grandstand:
 - All moveable items of food and beverage services: movable furniture (tables, chairs, stools); movable restaurant equipment; television/video/audio displays, security cameras; inventory; dry goods; kitchen utensils and appliances; POS systems; bar equipment; glasses, dishes, silverware, serving items; and supplies
 - All movable office furniture, furnishings, television/video/audio monitors and displays, computers, security cameras, artwork, décor, window treatments, equipment, supplies and accessories
 - All movable locker room furniture, furnishings, television/video/audio monitors and displays, security cameras, artwork, décor, equipment, computers, supplies and accessories
 - All movable training / weight / medical / treatment room furniture, equipment, hot and cold tubs and hydrotherapy and other therapy devices and facilities, television/video/audio monitors and displays, computers, security cameras supplies, and accessories
 - All loading equipment and handtrucks, pallets, rolling carts and the like
 - All non-fixture concession area equipment, television/video/audio displays, security cameras, utensils, POS systems; bar equipment; appliances, glasses, dishes, silverware, serving items; and supplies
 - All suite, club, and private area movable furniture, furnishings, interior television/video/audio displays, security cameras, artwork, décor, window treatments, equipment, appliances, supplies and accessories, and interior food and beverage service items, utensils, equipment, and accessories

4. All media and press room non-fixture movable equipment, monitors, computers, interior television/video/audio displays, security cameras, furniture, furnishings, artwork, décor, equipment, supplies and accessories
5. All non-permanent signage and branding displays
6. All movable retail area furniture, furnishings, displays, racks, portables, retail security systems, retail POS systems, artwork, décor, equipment, supplies and accessories, and inventory
7. All storage room racks, carts, handtrucks, equipment and accessories
8. All ticketing equipment and moveable security equipment
9. All telecommunications equipment and connections (but for cabling above ceilings or within walls, and main service equipment running to and routed throughout the building)
10. Moveable staging, rigging, risers, stand-up lighting, screens, projectors, and other equipment and accessories used by Tenant's for Team Events
11. All cleaning equipment, materials and supplies
12. All items of a personal nature of any team players, coaches, employees or other individuals associated with Tenant

For the avoidance of doubt, however, the equipment and computers that operate the Stadium, including, without limitation, the equipment and computers that operate the scoreboard, lighting, and HVAC, shall remain in place and be surrendered to Landlord.