

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.: 2484CV00477

EMERALD NECKLACE CONSERVANCY, INC.,)
BETH ABELOW, JERROLD ABELOW, JON BALL,)
CARLA-LISA CALIGA, RORY COFFEY, JAMIE)
COHEN, JOHN R. COOK, LOUIS ELISA, DERRICK)
EVANS, MARJORIE GREVILLE, MELISSA)
HAMEL, PAMELA JONES, ARLENE MATTISON,)
KAREN MAUNEY-BRODEK, JEAN MCGUIRE,)
BEVERLY MERZ, DANIEL K. MOON, RODNEY)
SINGLETON, BEN TAYLOR and RENEE WELCH,)

Plaintiffs,)

v.)

THE CITY OF BOSTON, and the TRUSTEES OF)
THE GEORGE ROBERT WHITE FUND,)
MICHELLE WU, Mayor of the City of Boston and)
Chairperson and Trustee of the George Robert White)
Fund, RUTHZEE LOUIJEUNE, Boston City Council)
President and Trustee of the George Robert White)
Fund, MAUREEN JOYCE, Boston City Auditor and)
Trustee of the George Robert White Fund; JAMES E.)
ROONEY, President and CEO of the Boston Chamber)
of Commerce and Trustee of the George Robert White)
Fund, and HANNAH KILSON, President of the Boston)
Bar Association and Trustee of the George Robert)
White Fund; and BOSTON UNITY SOCCER)
PARTNERS, LLC,)

Defendants.)

ASSENTED-TO MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT

Pursuant to Mass. R. Civ. P. 15(a) and (d), the above named Plaintiffs, with the assent of the undersigned Defendants, hereby move for leave of Court to file their Second Amended Complaint, in the form attached hereto at Exhibit A.

Based upon a review of the final Lease Agreement (the “Lease”) and Stadium Usage Agreement (the “SUA”), both executed and made public on December 23, 2024, the Plaintiffs wish to file a Second Amended Complaint for purposes of (i) naming as additional defendants the signatories to the Lease and SUA (specifically, Boston Unity Stadco, LLC, The Boston School Department, and The Boston Parks and Recreation Department),¹ and (ii) asserting new claims arising from the Lease and SUA. The parties agree that amendment is proper in order for all claims relating to this litigation to be resolved at the trial beginning on March 18, 2025. After consultation between counsel pursuant to Superior Court Rule 9C, each of the Defendants have assented to Plaintiffs’ Motion for Leave, reserving all rights and defenses with respect to the claims and allegations contained in the proposed Second Amended Complaint.

WHEREFORE, Plaintiffs respectfully request that this Assented-to Motion be allowed, and that they be permitted to file their Second Amended Complaint as proposed herein.

Respectfully submitted,

PLAINTIFFS EMERALD NECKLACE
CONSERVANCY INC. et al.,
by their counsel,

/s/ Alan E. Lipkind

Alan E. Lipkind (BBO #547938)

alipkind@mccarter.com

Nicholas W. Allen (BBO #663409)

nallen@mccarter.com

MCCARTER & ENGLISH LLP

265 Franklin Street

Boston, MA 02110

(617) 449-6500

WITH THE ASSENT OF:

¹ The Second Amended Complaint also names the current President of the Boston Bar Association, and Trustee of the White Fund Trust, as a new defendant in the place of the former BBA President.

Defendant, Boston Unity Soccer Partners
LLC,
By its counsel,

The City of Boston and the Trustees of
The George Robert White Fund
By their counsel,

/s/ Christopher C. Tsouros

Christopher C. Tsouros (BBO# 503580)
ctsouros@verrill-law.com
Lauren Galvin (BBO# 666363)
lgalvin@verrill-law.com
VERRILL DANA LLP
One Federal Street, 20th Floor
Boston, MA 02110
(617) 309-2600

/s/ Gary M. Ronan

Alan D. Rose (BBO# 427280)
adr@rose-law.net
Sammy Nabulsi (BBO# 691503)
ssn@rose-law.net
ROSE LAW PARTNERS LLP
One Beacon Street, 23rd Floor
Boston, MA 02108
(617) 536-0040

Gary M. Ronan (BBO# 653899)
gronan@goulstonstorrs.com
John F. White III (BBO# 706589)
jwhite@goulstonstorrs.com
GOULSTON & STORRS PC
One Post Office Square, 25th Floor
Boston, MA 02109
(617) 482-1776

Date: January 21, 2025

EXHIBIT A

COMMONWEALTH OF MASSACHUSETTS

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Plaintiffs,)

v.)

THE CITY OF BOSTON, and the TRUSTEES OF)
THE GEORGE ROBERT WHITE FUND,)
MICHELLE WU, Mayor of the City of Boston and)
Chairperson and Trustee of the George Robert White)
Fund, RUTHZEE LOUIJEUNE, Boston City Council)
President and Trustee of the George Robert White)
Fund, MAUREEN JOYCE, Boston City Auditor and)
Trustee of the George Robert White Fund; JAMES E.)
ROONEY, President and CEO of the Boston Chamber)
of Commerce and Trustee of the George Robert White)
Fund, and MATTHEW V. P. MCTYGUE, President of)
the Boston Bar Association and Trustee of the George)
Robert White Fund; BOSTON PUBLIC SCHOOLS;)
THE BOSTON PARKS AND RECREATION)
DEPARTMENT; BOSTON UNITY SOCCER)
PARTNERS, LLC; and BOSTON UNITY STADCO,)
LLC,)

Defendants.)

SECOND AMENDED COMPLAINT¹

¹ Plaintiffs' Second Amended Complaint adds new Defendants, including the new President of the Boston Bar Association, as identified below, and additional claims related to the conversion of use of open, park space located within Franklin Park abutting the White Stadium Parcel, and other violations of the White Fund Trust.

Emerald Necklace Conservancy, Inc., a Massachusetts non-profit dedicated to the maintenance, restoration, protection, and improvement for public use of Franklin Park and the other public parks in the Emerald Necklace park system designed by Frederick Law Olmsted, and 20 individuals, including Boston residents and taxpayers (collectively, the “Plaintiffs”), bring this action against the City of Boston, the Trustees of the George Robert White Fund, a permanent public charitable trust, the Boston Public Schools, the Boston Parks and Recreation Department, Boston Unity Soccer Partners, LLC, a Delaware limited liability company and for-profit professional sports organization, and Boston Unity Stadco, LLC (an affiliate of Boston Unity Soccer Partners, LLC, recently formed on December 4, 2024) (collectively, the “Defendants”), to halt the pending privatization of The George Robert White Fund Schoolboy Stadium (“White Stadium”) and approximately three acres of lands to the south and west of White Stadium owned by the White Fund within Franklin Park (together with White Stadium, the “Project Site”), as well as the conversion of the use of land outside of the Project Site within Franklin Park, which is open space, park and public recreation land, to professional for-profit stadium usage, and access and service routes to construct and operate a professional soccer stadium, for-profit entertainment complex, and year-round for-profit restaurant.

Plaintiffs ask the Court to declare and protect the rights of the Plaintiffs, and all other residents of Boston, as: (1) beneficiaries under the permanent public charitable trust created by the acceptance by the City of Boston of Article Fourteenth of the Will of George Robert White (“White Fund Trust”) to the continued public use and enjoyment of the Project Site in Franklin Park and abutting areas of Franklin Park beyond the Project Site, and (2) holders of constitutional rights to public parkland and public active recreation land and facilities under

Article 97 of the Massachusetts Constitution, including land within Franklin Park inside and outside of the Project Site.

The Project Site, a portion of Franklin Park, has been held in trust for over 75 years for the beneficiaries of the White Fund Trust—the residents of Boston. In that time, the Project Site has been used as an open space for public recreation, public school sporting events, and numerous music and cultural festivals. In 2022, the City began confidential discussions with a private investor (who became the principal of Boston Unity Soccer Partners, LLC) to help that person secure a Boston-area franchise from the National Women’s Soccer League (“NWSL”), which evolved into a “public private partnership” to redevelop the Project Site as the home for a professional soccer team and other for-profit uses (the “Project”). On December 23, 2024, the parties executed a Lease Agreement (the “Lease”) and Stadium Usage Agreement (the “SUA”) (both of which are described in greater detail below) for purposes of setting forth the parties’ respective rights and obligations regarding the Project and their anticipated public-private partnership.

The Project, if permitted to go forward, would illegally transfer the public trust lands constituting the Project Site to private parties, ensuring extensive, exclusive use of public trust lands by a private party for the operation of a professional sports team, a year round restaurant in Franklin Park, for-profit entertainment, and associated uses. High school football games, which have been played at White Stadium for decades (as reflected by its original name, “George Robert White Fund Schoolboy Stadium”), would largely be banned. Although White Stadium has fallen into disrepair and is in need of substantial renovations, the City has failed to consider any alternatives to the Project, all while rapidly pushing forward the Project and ignoring the terms of the White Fund Trust and the requirements of Article 97.

The Project as proposed would not only violate the White Fund Trust and Article 97 by transferring public trust land to private use and excluding members of the public from the Project Site, including some Boston Public School sports teams who currently use White Stadium, it would fundamentally alter the nature and feel of a significant portion of Franklin Park during the majority of fair weather weekends each year, including areas beyond the Project Site. Boston Unity Soccer Partners, LLC proposes to host at least 20 home games on Saturdays between April and November, causing a rapid influx of over 10,000 people on those days, and radically changing the public open space of Franklin Park, well beyond the boundaries of the Project Site, for a huge portion of summer weekend days. This does not even factor in the additional exclusive use of the Playing Field for practice sessions for the professional soccer team on at least 20 additional occasions, and the continuous, exclusive use of the West Grandstand buildings and the “Grove” portion of the Site by Boston Unity Soccer Partners, LLC, Boston Unity Stadco, LLC, and their affiliates. In essence, the Project proposes to alter a “schoolboy” stadium to a professional sports stadium and for-profit entertainment complex, in direct contravention of the language and intent of the White Fund Trust and the interests of the public trust beneficiaries.

The Project progressed at an alarming speed, without many of the required elements of oversight and review expected for a development of this size and scale. The Project has failed thus far to engage in any *cy pres* review to amend the terms of the White Fund Trust; any Article 97 review before the Legislature; and any Article 80 review, for the City’s half of the Project, before the Boston Redevelopment Authority, d/b/a the Boston Planning & Development Agency (the “BPDA”), despite the City already issuing a request for qualifications to award a \$46,000,000 contract to manage the demolition and construction of its half of the Project. If

allowed to continue apace, without intervention by this Court, the unlawful Project will cause irreparable harm to Franklin Park, to the White Fund Trust, and its beneficiaries, the people of Boston, including the residents of the Environmental Justice Communities in Roxbury, Dorchester, Mattapan and Jamaica Plain surrounding Franklin Park, and based upon the PILOT agreement required under the Lease, likely cause real estate taxes in Boston to rise.

PARTIES

1. Plaintiff Emerald Necklace Conservancy is a Massachusetts Chapter 180 Charitable Corporation with an place of business at 350 Jamaicaway, Boston, Massachusetts.

2. Plaintiff Beth Abelow resides at 15 Rocky Nook Terrace, #2, Jamaica Plain, Massachusetts 02130.

3. Plaintiff Jerrold Abelow resides at 15 Rocky Nook Terrace, #2, Jamaica Plain, Massachusetts 02130

4. Plaintiff Jon Ball resides at 319 Forest Hill Street, #3, Boston, Massachusetts 02130.

5. Plaintiff Carla-Lisa Caliga resides at 32 Burnett Street, #1, Jamaica Plain, Massachusetts 02130.

6. Plaintiff Rory Coffey resides at 243 Forest Hills Street, Unit 3, Jamaica Plain, Massachusetts 02130.

7. Plaintiff Jamie Cohen resides at 174 Chestnut Avenue, Jamaica Plain, Massachusetts 02130.

8. Plaintiff John R. Cook resides at 44 Allerton Street, Brookline, Massachusetts 02445.

9. Plaintiff Louis Elisa resides at 68 Seaver Street, #2, Dorchester, Massachusetts 02121.
10. Plaintiff Derrick Evans resides at 77 Dale Street, Roxbury, Massachusetts 02119.
11. Plaintiff Marjorie Greville resides at 61 Mount Vernon Street, Boston, Massachusetts 02108.
12. Plaintiff Melissa Hamel resides at 311 Lamartine Street, Jamaica Plain, Massachusetts 02130.
13. Plaintiff Pamela Jones resides at 226 Itasca Street, Mattapan, Massachusetts 02126.
14. Plaintiff Arlene Mattison resides at 209 Pond Ave, Brookline, Massachusetts 02445-7708
15. Plaintiff Karen Mauney-Brodek resides at 531 Massachusetts Avenue #2, Boston, Massachusetts 02118.
16. Plaintiff Jean McGuire resides at 35 Dennison Street, Roxbury, Massachusetts 02119.
17. Plaintiff Beverly Merz resides at 524 Columbus Avenue, Apartment 5, Boston, Massachusetts 02118.
18. Plaintiff Daniel K. Moon resides at 41 Aldworth Street, Unit 2 Jamaica Plain, Massachusetts 02130.
19. Plaintiff Rodney Singleton resides at 44 Cedar Street, Roxbury, Massachusetts 02119.
20. Plaintiff Ben Taylor resides at 61 Walnut Place, Brookline, Massachusetts 02445.

21. Plaintiff Renee Welch resides at 11 Beethoven Street, Roxbury, Massachusetts 02119.
22. Defendant City of Boston has a place of business at Boston City Hall, 1 City Hall Square, Boston, MA 02201.
23. Defendant Michelle Wu, Mayor of the City of Boston and Trustee of the George Robert White Fund, has a place of business at Boston City Hall, 1 City Hall Square, Boston, MA 02201.
24. Defendant Ruthzee Louijeune, President of the Boston City Council and Trustee of the White Fund Trust, has a place of business at Boston City Hall, 1 City Hall Square, Boston, MA 02201.
25. Defendant Maureen Joyce, Boston City Auditor and Trustee of the White Fund Trust, has a place of business at Boston City Hall, 1 City Hall Square, Boston, MA 02201.
26. Defendant James E. Rooney, President and CEO of the Boston Chamber of Commerce and Trustee of the White Fund Trust, has a place of business at the Boston Chamber of Commerce, 265 Franklin Street, Suite 1701, Boston, MA 02110.
27. Defendant Matthew V.P. McTygue, the current President of the Boston Bar Association (having replaced former BBA President Hannah L. Kilson) and Trustee of the White Fund Trust, has a place of business at Hogan Lovells, 125 High St., Suite 2010, Boston, MA 02110.
28. Defendant Boston Public Schools (“BPS”) is an independent, special purpose government entity for the City of Boston located at 2300 Washington Street, Roxbury, MA 02119.

29. Defendant Boston Parks & Recreation Department (“BPRD”) is a department of the City of Boston and is located at 1010 Massachusetts Avenue, 3rd Floor, Boston, MA 02118.

30. Defendant Boston Unity Soccer Partners, LLC (“BUSP LLC”) is a Delaware limited liability company with an address c/o Bill Keravuori, Able Company, 2235 Washington St., 2nd Floor, Boston, MA 02119.

31. Defendant Boston Unity Stadco, LLC (“BUSCO”) is a Massachusetts limited liability company with an address of 78 Montgomery Street, Boston, MA 02116.

JURISDICTION AND VENUE

32. The Court may exercise personal jurisdiction over the Defendants pursuant to G.L. c. 223A, § 2 and § 3(a).

33. Venue is appropriate in this Court pursuant to G.L. c. 214, § 5, G.L. c. 214, § 7A and G.L. c. 223, § 1.

34. This action is within the general subject matter jurisdiction of this Court pursuant to G.L. c. 214, § 3(10), G.L. c. 214, § 5, G.L. c. 214, § 7A and G.L. c. 223, § 1.

FACTS

Franklin Park’s History

35. Franklin Park, Boston’s largest park at nearly 500 acres of open public recreation land, is surrounded by Environmental Justice Neighborhoods located throughout the bordering neighborhoods of Roxbury, Dorchester, Jamaica Plain, Mattapan, and Roslindale.

36. A majority of the land that comprised the original footprint of Franklin Park was purchased by the City of Boston in 1881, six years after the Boston City Council passed the Park Act, pursuant to which the City was authorized to acquire lands for park purposes within the City of Boston in cooperation with adjoining cities and towns, and to establish a parks commission to oversee the management of the City’s parks.

37. Originally known as West Roxbury Park, Franklin Park was designed by Frederick Law Olmsted pursuant to a plan approved by the City in April 1885, and later renamed Franklin Park, after Benjamin Franklin. Olmsted's original plan sought to bring together rural scenery with expansive pastoral vistas defined by woodlands, and areas for recreation and cultural events.

38. By the summer of 1889, much of Franklin Park had been completed. The area known as the Playstead, located in the northern section of the park, was devoted to school and adult amateur sports and large gatherings, while the Country Park section to the south included pastoral valleys (now mostly a municipal golf course), and the wooded promontory of the Wilderness was located on the west side of the park. Construction also continued on the many drives, paths, and bridges located throughout the park, and when Olmsted retired in 1895, much of his 1885 plan had been implemented.

39. Historically, Franklin Park has been used as open space parkland, and zoned as such under Article 33 of the Boston Zoning Code. The allowed uses were "passive recreational uses, including walkways, picnic areas and sitting areas."

40. In 1971, Olmsted's Emerald Necklace, including Franklin Park, were listed on the National Register of Historic Places, and in 1980, Franklin Park was designated a Boston Landmark.

41. On or around September 28, 1978, the Commonwealth entered into a certain Land and Water Conservation Fund Agreement with the United States Department of the Interior for purposes of funding the design and construction of walkways, trails, roadways, gates, landscaping and installation of benches and signs throughout Franklin Park (Project No. 25-00 246). On or about September 27, 1983, additional federal funds were extended to the City of

Boston for the “design, construction, and construction supervision of walkways, vehicular controls and landscaping of Franklin Park,” which was intended to cover the period through the end of 1986 (Project No. 25-00 339) (collectively the “LWCF Agreement”).

42. Congress created the Land and Water Conservation Fund Act of 1965 (the “LWCF Act”) to provide resources for states and federal agencies to acquire and develop land for public outdoor recreation. The LWCF Act enables the National Park Service (“NPS”) to provide matching grants to states to acquire and develop unique recreational resources. LWCF grant agreements impose substantive land use obligations on LWCF grantees. Both the LWCF Act and LWCF grant agreements prohibit conversion of LWCF lands to non-recreational use without the consent of the NPS.

43. Through the LWCF Agreement, the Commonwealth was to provide federal funds to the City of Boston for purposes of developing and maintaining Franklin Park during the period from approximately September 28, 1978 through the end of 1986.

44. Franklin Park has few paved roads, all of which are of minimal width, and are designated as Park Roads on the City of Boston street list. Vehicular access to Franklin Park is physically blocked by gates and bollards. The only vehicles that access the park typically are those associated with trash removal or maintenance. The City of Boston Traffic Ordinance makes it unlawful for vehicles to enter Franklin Park, subject to certain exclusions.

Public Ownership of the Project Site, including White Stadium, by the White Fund Trust And 75-Year Use By the Public

45. In April of 1947, the City Council authorized the sale of a 14 acre parcel of land located in the Playstead area of Franklin Park to the George Robert White Fund, in consideration for \$20,000. This parcel was to be owned by the City, George Robert White Fund, for purposes of constructing a schoolboy stadium.

46. The George Robert White Fund had been established through Article Fourteenth of the Will of George Robert White (the “Will”), which directs that “I do now give all the rest and residue of my property of every nature to the City of Boston, to be held as a permanent charitable trust fund known as the George Robert White Fund.” A copy of the Will is attached hereto as **Exhibit A**. Under the Will, Defendants Wu, Louijeune, Joyce, Rooney, and McTygue (collectively, “Trustees of the White Fund Trust”) are each a Trustee of the White Fund Trust *ex officio* due to their positions as Mayor, City Council President, City Auditor, President of the Boston Chamber of Commerce, and President of the Boston Bar Association.

47. The Will further directs, in pertinent part, that the net income from the White Fund Trust is “only to be used for creating works of public utility and beauty, for the use and enjoyment of the inhabitants of the City of Boston” (emphasis added). Additionally, while the Will provides that any “work or works established from the Fund may be improved, extended, enlarged or added to from time to time” it also provides that “the current expense of their care and maintenance shall be borne by the City” and that “***no part of said income shall be mingled with other funds or applied in joint undertakings***; but that each work established under this gift shall be separate and distinct, and shall always bear in a conspicuous place a suitable inscription identifying it as erected or established from said George Robert White Fund” (emphasis added). Finally, the donor specifically noted his vision for public works including “a forum of substantial proportions for ***public*** gatherings, etc.” when he established the Trust (emphasis added). The terms of the Will were accepted by the City of Boston.

48. The City’s conveyance of the 14-acre parcel is reflected by an instrument dated November 14, 1947, and recorded with the Suffolk Registry of Deeds in Book 6386 at Page 582 (the “Transfer Instrument”). Pursuant to the Transfer Instrument, the City transferred

approximately fourteen (14) acres of land within Franklin Park to “the City of Boston – George Robert White Fund, a municipal corporation in the Commonwealth of Massachusetts, in its capacity as a public charitable trustee and for the purpose of the establishment of a stadium on said land.” The Transfer Instrument states that the White Fund Trust paid \$20,000 for the 14-acre parcel. A copy is attached hereto as **Exhibit B**.

49. Shortly after the transfer of the 14-acre parcel in 1947 to the White Fund Trust, the City, using funds from the White Fund Trust in the amount of approximately \$1.24 Million, constructed White Stadium, a sports stadium with about 10,000 seats. White Stadium was completed in 1949. Since 1949, as required by the terms of the Will and as directed by the City of Boston, the operating costs of White Stadium have been the responsibility of the Boston Public Schools.

50. The City of Boston Assessor’s records show that the White Fund Trust is still the current record owner of the same 14-acre parcel, within which the Project Site including White Stadium is located. A title search through the close of business on Friday, February 16, 2024, does not reveal any transfer of any portion of the 14-acre parcel out of the White Fund Trust, including the Project Site.

51. White Stadium has been designated as a historic Landmark by the City Landmarks Commission pursuant to Chapter 772 of the Acts of 1975. Additionally, all of Franklin Park, which includes the Project Site, is listed on the National Park Services’ National Register of Historic Places.

52. Since its completion, the 14-acre parcel including the Project Site and White Stadium, has been used by the City for public recreational and public athletics use, as originally envisioned by Olmstead. These uses include a) Boston Public School athletics, including

football, cheerleading, track and field, cross-country, and soccer practices, matches, and games, b) mid-June graduation and moving-on ceremonies; c) an annual White Stadium Sports Camp that provides free summer camp for youth aged 7-14, operated by Boston Centers for Youth & Families; d) other public recreational activities, such as public basketball courts, public tennis courts, public amateur soccer, amateur cricket, and amateur running, and e) numerous weekend music, cultural and community festivals and gatherings.

53. Historically, the entirety of Franklin Park had few paved roads, all of which are of minimal width, and are designated as Park Roads. The intended use of this land as open space parkland and nothing else is exemplified by the fact that Franklin Park, in its entirety, has always been zoned as Open Space Parkland under the Boston Zoning Code, including the Project Site and White Stadium (until recent zoning changes were adopted specifically for this Project).

**Project To Unlawfully Convert Property From Public To Private Use
Proceeds At a Breakneck Pace**

54. Notwithstanding the terms of the Will and the ownership of the Project Site by the White Fund Trust, as well as the use of Franklin Park and the Project Site for public recreational and athletic uses described above for over 75 years, in 2022, the City began discussions with a representative of a private investment group which ultimately became BUSP LLC to undertake a joint venture to redevelop the Project Site, including White Stadium, for use by a for-profit professional sports team. The City then issued a “Request for Proposals for Lease of the West Grandstand and Adjacent Areas of White Stadium in Private-Public Partnership to Achieve City’s Comprehensive Stadium Renovation Plan to Serve Boston Public School Athletics” on or about April 25, 2023 (“RFP”) for the Project. A copy of the RFP is attached hereto as **Exhibit C**.

55. In the RFP, the City acknowledged that the Project Site, including White Stadium, has hosted a range of athletic, music, community, and cultural events throughout its history,

including Black Panther rallies and an Elma Lewis School of Fine Arts-organized concert in the 1970s; additionally, the Project Site currently hosts the annual Boston Arts & Music (“BAMS”) Festival every June, and serves as the finish line for the Boston Athletic Association Half Marathon every November. *See* Ex. C, pg. 11.

56. The City coordinated with BUSP LLC months prior to issuance of the RFP, and then executed the Project at an extraordinarily fast pace in coordination with BUSP LLC, beginning with the RFP issued on or about April 25, 2023. In response, BUSP LLC—the only respondent—submitted its Technical Proposal on June 26, 2023. This coordinated effort then proceeded through the following steps in a little over ten (10) months:

- i) on July 31, 2023, the City selected BUSP LLC as conditional Designee under the RFP process;
- ii) on November 28, 2023, BUSP LLC filed a Letter of Intent to File Project Notification Form for the Project with the BPDA;
- iii) on December 11, 2023, the BPDA published information regarding proposed amendments to Open Space zoning provisions of the Boston Zoning Code and Zoning Map. These amendments would convert the Site from “Open Space – Recreation” zoning use to “Open Space – Stadium” zoning use and include provisions which would allow, despite the “Open Space” designation, the construction and use of structures on the Project Site for retail and entertainment facilities, and restaurants serving alcohol and food, all without zoning limits as to the number, size, height, capacity, or location of structures on the Project Site;
- iv) on December 18, 2023, BUSP LLC filed the PNF for Article 80 review of only its portion of the Project, which asserts that BUSP LLC has site control from a private [sic] trust through the City’s conditional designation mentioned above;
- v) on December 19, 2023, the BPDA held a public meeting regarding “Proposed Amendments to Open Space Zoning to Create a New Open Space Stadium (OS-S) Subdistrict and to Redistrict the 14 acres owned by City of Boston – George

Robert White Fund in Public charitable trust from Open Space Park (OS-P)” and to allow as-of-right use of the OS-S subdistrict for retail, restaurant with alcohol and entertainment uses as part of an as-of-right private Stadium use, during which only 15 minutes were allowed for public questions and comments;

- vi) on January 8, 2024, the BDPA closed the first public comment period on the PNF;
- vii) on January 11, 2024, the BPDA held a public meeting on BUSP LLC’s PNF for the segmented west half of the Project;
- viii) on January 23, 2024, the City Landmarks Commission opened a public meeting for design review of the BUSP LLC portion of the Project;
- ix) on January 25, 2024, the City issued a Request for Statements of Qualifications (“RFQ”) to bid for the City portion of the Project, i.e., to manage demolition, rebuilding, and expansion of the East Grandstand and playing fields of White Fund Stadium, at the cost of \$46,000,000, which stated that applications for the required submission were available on January 22, 2024 and were due on February 7, 2024²;
- x) on January 29, 2024, the City Parks Commission opened a public hearing on the BUSP LLC portion of the Project;
- xi) on February 12, 2024 the City opened a public meeting regarding the Project’s impact on the Franklin Park Action Plan, which did not envision bringing a professional sports team into Franklin Park; and
- xii) In or around May 30, 2024, 2024, the City amended its Zoning Code and Zoning Map, so that the Stadium Parcel is now no longer Open Space Park Land. Rather, the City created a new use classification, called “Open Space-Stadium,” which allows uses radically different from permitted uses in an Open Space Parkland zone, and allows uses never allowed in and wholly inconsistent with public open space parkland, including, for example, professional soccer team games, entertainment, and restaurants serving alcohol.

² See: <https://www.boston.gov/bid-listings/project-7278-0>

57. As described in the public filings, presentations, and related documents produced by BUSP LLC and the City, including a Project Notification Form filed by BUSP LLC on December 18, 2023 under Article 80 of the City of Boston Zoning Code for its portion of the Project (the “PNF”), the Project would segment roles between BUSP LLC and the City.³

58. The City also awarded a contract to manage demolition of the East Grandstand portion of the Project Site as a part of the RFQ described in paragraph 21 (ix), despite the White Fund Stadium’s designation as a historic Landmark by the City Landmarks Commission pursuant to Chapter 772 of the Acts of 1975, and the absence of any public review proceedings of the demolition or the City’s Project redevelopment plans, whether before the BPDA under Article 80 of the Boston Zoning Code, the City Landmarks Commission, or the City Parks Commission.

59. BUSP LLC also intends to pay, or has paid, a non-refundable deposit of \$53,000,000 to the NWSL to secure its right to field a professional sports team at the Project Site.

60. The City and BUSP LLC have expressed to the public their intent to complete the Project in time for professional team games to start in the new Stadium in the spring of 2026.

The Parties Execute a Lease Agreement and Stadium Usage Agreement

61. On December 23, 2024, the City, BUSP, LLC, and affiliated entities, executed a Lease with a 10-year initial term, with two 10-year options to extend, along with licenses, easements and/or appurtenant rights for similarly long terms to BUSP LLC (or its affiliates) for the Project Site.

³ A copy of the PNF, which is over 300 pages long, can be found on the BPDA’s website for the Article 80 Review of BUSP LLC’s portion of the Project, found here: <https://www.bostonplans.org/projects/development-projects/white-stadium> and specifically the PNF can be found here: <https://bpda.app.box.com/s/qmgi7fbuyxuova9dcsxnh7foifjeywff>

62. The parties to the December 23, 2024 Lease are Boston Public Schools, acting on behalf of The City of Boston George Robert White Fund, as Landlord, and Boston Unity Stadco LLC, as Tenant (the “Lease”). True and accurate copies of relevant excerpts of the Lease are attached hereto at **Exhibit D**.⁴

63. The parties to the December 23, 2024 SUA are The Boston Public Schools on behalf of The City of Boston George Robert White Fund, the Boston Parks and Recreation Department, and Boston Unity Stadco, LLC (the “SUA”). True and accurate copies of relevant excerpts of the SUA are attached hereto at **Exhibit E**.

64. No language in the Will of George Robert White authorizes the Boston Public Schools to execute the Lease.

65. BUSP LLC’s portion of the Project proposes to redevelop and significantly expand the built conditions of two portions of the Project Site: (1) demolishing the West Grandstand portion of the White Stadium, and constructing a new, larger, Central West Grandstand Structure, connecting to new structures called the Northwest Grandstand Wing and the Southwest Grandstand Wing, and (2) constructing a new building and gaining exclusive use of thousands of feet of what is currently open space public trust land located south and west of White Stadium. The City’s portion of the Project focuses on demolishing and substantially expanding the East Grandstand of White Stadium and renovating White Stadium’s playing field. The scope of the parties’ respective portions of the Project are set forth more fully in the Work Letter attached as Exhibit H to the Lease, a copy of which is attached hereto as **Exhibit F**.

⁴ The entire Lease, including its Exhibits A through T, is more than 320 pages long, and can be viewed at the City of Boston website: https://www.boston.gov/sites/default/files/file/2024/12/Lease_Agreement_-_Limited_Portions_of_White_Stadium%5B1%5D_0.pdf

66. BUSP LLC’s redevelopment of the West Grandstand area includes: demolition of the existing West Grandstand, except the exterior clamshell wall; and construction of a new West Grandstand building with bucket seats extending well beyond the existing foot print on both ends; adding a massive roof canopy extending as much as 25 feet above the existing structure in some areas; and building, for its private use, professional team office space, multiple professional athlete locker rooms, a professional athlete interview room, a press support media room, fourteen (14) corporate suites, a corporate suite level midfield Terrace, a large “Tunnel Club Lounge,” a main kitchen, a catering kitchen, at least four (4) “Team Facilities” rooms, team storage space, an additional administrative staff room, a press box, and various utility and mechanical equipment rooms (collectively the private use areas within the West Grandstand are the “Private Professional Soccer Team Facilities.”)

67. BUSP LLC’s other portion of the Project would include development of a substantial leased area in the “Grove” area south and west of the Stadium—an area that is currently open space—including the construction of a new building, a restaurant, retail stores, and storage space; a large, lit scoreboard; the construction of additional mobile seating at the north and south ends of the Stadium; an entry plaza, including pylons, lighting, and fencing; and the construction of extensive new paved accessways and pathways (collectively, “the Grove”), all primarily if not exclusively for the private use and profit of BUSP LLC.

68. The restaurant, which will serve alcohol, is planned to be open year round, has outdoor seating, and will be visible from the Playstead and Overlook sections of Franklin Park both of which are outside of the Project site. *See* Ex. D, Lease, at pp. 29-32.

69. The City has failed to file a Project Notification Form under Article 80 of the Boston Zoning Code for its portion of the Project. However, its recently signed Lease and SUA

reveal that the City's reconstruction of White Stadium will include the demolition of the existing East Grandstand and the construction of a new East Grandstand with new building additions.

70. The City originally stated that it would contribute approximately \$50,000,000 to the Project, while BUSP LLC would contribute approximately \$30,000,000 to the Project. Since the public release of the initial cost estimates, the City now estimates that the overall Project cost is likely to exceed \$200 million.

71. Despite paying for only a portion of the overall Project costs, BUSP LLC and its affiliated entities would have exclusive, full-time private use of the interior of the Private Professional Soccer Team Facilities located in the new West Grandstand and the Grove development just south and west of the White Fund Stadium. *See, e.g.* Ex. D, Lease, § 4.2 and Ex. F thereto; Ex. E, SUA, § 4.1.

72. Furthermore, BUSP LLC and its affiliates would have extensive, exclusive use of the entire Project Site, including the East Grandstand and playing field that is not leased to BUSP LLC, during at least twenty (20) weekend days, and likely for an additional 20 practice sessions on Friday evenings. These home games would take over the entire Project Site—all of White Stadium and acres of land that surround it—for private use on roughly 77% of Saturdays in the warmer months of April to November, bringing an influx of at least 10,000 people into the otherwise free, local, community-oriented public space of Franklin Park, precisely during peak season when community demand for recreation in Franklin Park is at its highest. *See* Ex. E, SUA, at § 4.2(c).

73. Boston Public School regular season home football games have historically been held in White Stadium, a venue constructed in 1947 specifically for schoolboy sports activities and used as such for more than 70 years. Usage of the stadium for public school football and

other school sports was consistent with the intent of the Trust, as evidenced by the name “schoolboy” being engraved on the stadium façade at the time of its construction, along with a sculpture of children playing football that is cast in stone above a stadium entrance:



74. Notwithstanding this intent, in order to have the quality of surface required by the professional soccer team, the Lease expressly bans football during much of the football season, which will force local teams to travel to other venues.⁵ See Ex. E, SUA, at § 4.3(c).

75. The City made it clear from the outset that BUSP LLC’s privately owned and operated professional soccer games will take priority over many competing public uses. That fact is now confirmed by the recently executed SUA, which allows BUSP LLC priority use of White Stadium for NWSL home games, one weekly practice during the soccer season, and other team events. See Ex. E, SUA at ¶ 4.2(b).

The Recently Executed Lease Agreement and Stadium Usage Agreement Reveal a Much Broader Use, and More Significant Impact, on Franklin Park than Originally Represented

76. The easements and licenses purportedly granted by the Lease and SUA expressly includes a grant to BUSP Stadco to make use for ingress and egress of “such portions of Franklin Park abutting the Stadium Parcel” as more expressly identified in a Transportation Access Plan

⁵ The City’s RFP recognizes that school and public use of the Stadium is heaviest in the fall, conflicting with the professional soccer season and these other activities. See Ex. C, pg. 13.

Agreement (“TAPA”), which on information and belief has not been finalized and for which no draft has been publicly disclosed or produced to Plaintiffs.

77. Section 4.2(a)(ii) of the SUA specifically states:

. . . the City hereby provides to the Team, and the Team hereby accepts, a license for pedestrian (and vehicular to the extent of any paved roads intended for vehicular use) ingress and egress to and from the Stadium through such portions of Franklin Park abutting the Stadium Parcel that are identified in the TAPA,⁶ which ingress and egress the City hereby acknowledges must be sufficient to accommodate the Team’s use of the Stadium for Team Events and the year round operation of the Grove as contemplated herein and in the Cooperation Agreement.

78. The Work Letter (including its Schedule 1, Construction Limit of Work Plan; the “Work Plan”), included as Exhibit H to the Lease, identifies geographical areas in Franklin Park, beyond the Project Site, where construction activities will occur. The Work Plan expressly states that “this plan diagram demarcates responsibilities for Construction of the Rehabilitation of White Stadium. The scope zone includes items within the White Parcel ***and others extending out into Franklin Park.***” (emphasis added). A true and accurate copy of the Work Plan is attached hereto as **Exhibit G**.

79. The Work Plan, Lease, SUA and related documents evidence that certain pedestrian walkways and bike paths throughout Franklin Park will be reconstructed to permit and allow use by carts and patron shuttle buses, in order to service the newly constructed White Stadium (during and after construction), and that other roadways throughout the park will be used by commercial vehicles, including construction and delivery vehicles. The purported easement granted to BUSP Stadco to make use of Franklin Park for private commercial purposes, year round, including a change of use in the pedestrian paths, “which must be

⁶ Pursuant to §1.124 of the Lease, the TAPA is a Transportation Access Plan Agreement to be entered into between the tenant and the Boston Transportation Department. Upon information and belief, the TAPA is not yet finalized.

sufficient to accommodate the Team’s use of the Stadium for Team Events and the year round operation of the Grove” purports to grant the right to make an improper use of Franklin Park, which is protected parkland under Article 97 and which cannot be converted to an alternative use without legislative approval.

80. For example, the Work Plan shows the physical boundary line of the Project Site (referred to as the “White Parcel” in the Lease and SUA) and identifies a number of construction zones in Franklin Park which lie well beyond the Project Site. These include work zones identified as follows: C.A, C.B, C.C1, C.C2, C.E, C.E1, C.G, and C.H. See Exhibit G hereto.

81. The Work Plan also includes narrative descriptions for the anticipated construction work within these zones. Area C.E. 1 at the top “North Entrance Driveway from Walnut Avenue,” is located well outside of the Project Site and is currently used as a pedestrian/bicyclist pathway, with concrete bollards preventing vehicular access into Franklin Park from Walnut Avenue. While no final version of the TAPA has been made publicly available, previous design plans discussed by the City and BUSP LLC have included shuttle busses running through, over and across these pedestrian and bike paths at the North Entrance. Exhibit D to the Lease, BUSP’s proposal, at page 79, also shows shuttle busses exiting through this formerly pedestrian only path, and the lighting section of the Work Plan, under section L.E. 1 calls for “vehicle scale pole lights” as distinguished from “pedestrian scale ‘acorn fixtures’ on pedestrian paths like the path from the Seaver Street lot to Playstead Road, identified as L.G. on the lighting section of the Work Plan. The Work Plan also identifies this area as including an “ADA-accessible route” to the Stadium, See Ex. G, p. 9.

82. In zone C.A, the “Valley Gates Vehicular Lot,” which is located southwest of the Project Site, the construction will include curbing, curb cuts, new pavement, ADA accessible

loading areas, and new gates, among other items. The narrative provided for the C.B. zone, a pedestrian path connecting the Valley Gates Vehicular Lot to the Project Site, provides for the construction of a suitable pathway from the redesigned and reconstructed parking lot located within Franklin Park to the Project Site. The current and historical use of this path has been limited to pedestrian and non-motorized vehicle recreational parkland uses. The narrative states, however, that BUSP plans to run a cart service between the parking lot and the stadium, in lieu of providing an “accessible route”, utterly changing the experience of park goers who will now have to share these pathway on Article 97 land with motorized carts taking professional soccer team fans from the parking lots to and from the stadium. In the C.H. zone, park goers using the pedestrian path from Playstead Road to the Seaver Street Lot, will also now have to share that pedestrian path with a cart service transporting fans back and forth to the stadium on game days.

83. The SUA also includes at Exhibit C a map depicting Park Impact Areas, and which expressly identifies portions of Franklin Park both within and outside of the Project Site that will be impacted during stadium events. A true and accurate copy of the Park Impact Areas map is attached hereto as **Exhibit H**.

84. While the City amended its Zoning Code so that the Project Site is no longer Open Space Park Land (but is rather “Open Space-Stadium”), the rest of Franklin Park remains zoned as Open Space Park Land (“OS-P Zone”) and the uses of Franklin Park within the OS-P Zone must comply with the use restrictions of that zone.

85. Under the City zoning code, in an OS-P Zone, sub-districts shall consist of land appropriate for and limited to passive recreational uses, including walkways, picnic areas, and sitting areas; however, no building or structure which exceeds six hundred square feet in land area shall be erected within such a sub-district.

86. For Open Space Stadium land, however, active or passive recreation uses, including stadiums and outdoor amphitheaters, are permitted (when such uses are administered by a public entity delegated to carrying out the appropriate land uses). These uses can include accessory retail, restaurants serving alcohol, and entertainment uses when supporting a stadium or outdoor amphitheater use.

87. The new Open Space Stadium District for the Project Site, adopted in 2024 (more than a year after the City issued the RFP), in addition to passive recreational uses, allows for-profit/commercial active recreation uses, including stadiums and includes accessory retail, restaurants serving alcohol. Indeed, the City and BUSP LLC intend to operate a restaurant in the Project Site year round, suggesting greater impacts throughout Franklin Park with the converted use of various pedestrian paths.

88. Section 8 of the SUA references this restaurant as to be located in the “South Crescent Building.” The South Crescent Building is an 8,100 gross square foot building located within the Grove Area within the boundary of the Project Site, and is only accessible over park roads through Franklin Park.

89. Although the TAPA is not yet finalized, based on public disclosures to date and the Exhibits to the Lease and SUA, the Lease requires the City to allow portions of Franklin Park roadways to be transformed into shuttle and access routes for the new, larger stadium, that it intends to build in collaboration with BUSP LLC after it demolishes White Stadium and builds accessory structures, including the year round restaurant. This includes the roadways in Franklin Park, including those discussed above, which are described as park roads in the City of Boston official street lists.

90. Under Massachusetts law, “access is use,” and thus when a roadway runs through a more restrictive zone to provide access to a less restrictive zone, the use of the parcel to which access is provided is attributed to the roadway running through the less restrictive zone. The Defendants’ proposed expanded use of and construction within the OS-P zone areas of Franklin Park will violate the City’s zoning code, as well as Article 97 and the LWCF Act.

91. In connection with the construction work to be performed in Franklin Park beyond the Project Site, it is also anticipated that a significant number of mature trees and other shrubbery will be cut down and permanently removed. While the City has not released a final arborist plan identifying the exact scope of the expected tree removal work, prior public disclosures reveal that up to 150 mature trees may be removed, including trees along the North Walnut Entrance, Playstead Road, and areas to the southwest of the Grove, all of which lie outside the Project Site boundary line.

The Lease Violates The Trust’s Express Language and Intent

92. Paragraph 4.6 of the Lease contemplates that the City and “Tenant,” along with the Boston Planning and Development Agency (“BPDA”), will endeavor to enter into an agreement for a payment in lieu of taxes under M.G.L. c. 121B, § 16 (the “PILOT Agreement”). See Ex. D, at ¶ 4.6.

93. In order for such PILOT Agreement to be executed, the BDPA will have to acquire the Project Site, as the very first sentence of the statute provides that, “[t]he real estate and tangible personal property **of an operating agency**⁷ . . . shall be deemed to be public property . . . and shall be exempt from taxation . . . provided, that in lieu of such taxes . . . a city

⁷ The phrase “operating agency” is defined at M.G.L. c. 121B §1 to mean “a housing authority or redevelopment authority”, like the Boston Redevelopment Authority d/b/a BPDA.

or town in which an operating agency holds real estate used or to be used in connection with such a project may determine a sum to be paid to the city or town annually . . .”.

94. No provision or language within the George White Trust allows a conveyance of Trust Property, including the Stadium Parcel, to the BPDA for an urban renewal project under Massachusetts law.

95. Upon information and belief, no approval of the Legislature for a transfer of the Stadium Parcel to BPDA to be used as part of an urban renewal project, or for the re-zoning of the Project Site, or for the use of Franklin Park in furtherance of the Project, has been obtained.

96. In addition, pursuant to Section 18.3(b) of the Lease, should this or other litigation result in a judgment on the merits that invalidates or terminates the Lease or Project, or prohibits Tenant from hosting NWSL games at the Project Site, then the Tenant may terminate the Lease and SUA and the parties’ rights and obligations thereunder, with noted exceptions, including that the Landlord remains obligated to “in good faith explore opportunities that enable Tenant to realize its capital investment in the Property to the maximum extent permitted by law.”

97. This provision expressly shifts the risks of litigation in this public-private partnership back to the Landlord, including the Trust, thereby exposing Trust assets to cover potential litigation losses suffered by Tenant, in direct contravention of the RFP, which placed the risk of noncompliance with Article 97 on any Project bidder.

98. The express language of the Trust, however, expressly prohibits Trust income from being “***mingled with other funds or applied in joint undertakings.***” Imposing this type of obligation on the Trust is beyond the purposes and intent for which the Trust was established.

COUNT I
Declaratory Judgment For Violation of Public Charitable Trust
(City of Boston and the Trustees of the White Fund Trust)

99. Plaintiffs hereby incorporate all factual allegations in the preceding paragraphs as if fully set forth herein.

100. The White Fund Trust is a public charitable trust created in 1922 by the Will, and the City's acceptance, which states that the net income from the White Fund Trust is "only to be used for creating works of public utility and beauty, for the use and enjoyment of the inhabitants of the City of Boston."

101. The acceptance of the bequest by the City constituted a contract between the estate of George Robert White and the City. *Salem v. Attorney Gen.*, 344 Mass. 626, 631 (1962) (acceptance of grant by city constituted a contract between the donor and the donee which must be observed and enforced).

102. The City transferred the Project Site to the White Fund Trust by Transfer Instrument on November 14, 1947, recorded with the Suffolk Registry of Deeds at Book 6386, Page 582. The City's transfer of the Project Site to the White Fund Trust on November 14, 1947 caused the Site to be irrevocably subject to the terms of the White Fund Trust.

103. The contract between the City and the estate of George Robert White requires the City to devote the Project Site, including White Fund Stadium, to the use and enjoyment of the public, specifically the inhabitants of Boston, not for private benefit.

104. According to the Project documents, the lease and appurtenant agreements will provide BUSP LLC with exclusive, year-round and full-time private use of the interior of the new West Grandstand building to manage and operate its professional sports business. Additionally, BUSP LLC would be allowed to build two new buildings on what is currently open

space south and west of the White Fund Stadium and gain exclusive, year-round and full-time private use of that portion of the Project Site referred to as the “Grove.”

105. BUSP LLC will have extensive, exclusive, and private use of the entire Project Site, including all of White Fund Stadium and its playing field, on at least 20 game days a year, as well as at least 20 additional practice sessions each year, driving over 10,000 professional sports team fans to the Project Site on game days and radically changing the nature of Franklin Park, as well as continual private use of the adjacent facilities in the Grove for its retail and restaurant activities in conjunction with its for-profit professional sports team.

106. This Court should declare that the Project violates the White Fund Trust, a public charitable trust, because it converts the Project Site to private uses set forth above.

107. This Court should further declare that the City and the Trustees of the White Fund Trust cannot legally transfer any control of the Project Site, being public trust property, to the private, for-profit BUSP LLC and related entities because that would convert the White Fund Stadium and adjoining land to private uses listed above.

108. The City and Trustees of the White Fund Trust’s pursuit of the Project is a breach of the contract with the donor and a breach of their fiduciary duties to the residents of Boston.

COUNT II
Declaratory Judgment For Violation of Public Charitable Trust
(City of Boston and the Trustees of the White Fund Trust)

109. Plaintiffs hereby incorporate all factual allegations in the preceding paragraphs as if fully set forth herein.

110. The White Fund Trust is a public charitable trust created in 1922 by the Will, and the City’s acceptance, which states that the net income from the White Fund Trust is “only to be

used for creating works of public utility and beauty, for the use and enjoyment of the inhabitants of the City of Boston.”

111. The acceptance of the bequest by the City constituted a contract between the estate of George Robert White and the City. *Salem v. Attorney Gen.*, 344 Mass. 626, 631 (1962) (acceptance of grant by city constituted a contract between the donor and the donee which must be observed and enforced).

112. The City transferred the Project Site to the White Fund Trust by Transfer Instrument on November 14, 1947, recorded with the Suffolk Registry of Deeds at Book 6386, Page 582. The City’s transfer of the Project Site to the White Fund Trust on November 14, 1947 caused the Site to be irrevocably subject to the terms of the White Fund Trust.

113. Pursuant §4.6(a) of the Lease, the City, purportedly on behalf of the George Robert White Fund, acknowledges that it has agreed to enter into a PILOT Agreement with the BPDA and BUSP under M.G.L. Chapter 121B §16, under which the annual amount to be paid “shall not exceed the amount that would be levied at the current tax rate based on the assessed value of the unimproved premises”.

114. The George White Trust does not allow or permit the Trustees to convey Trust property, including the Project Site, to the BPDA for an urban renewal project under §§46-49 of that statute, or any other reason.

115. Moreover, §18.3(b) of the Lease improperly puts Trust assets at risk in connection with litigation losses suffered by Tenant, in a manner which violates the letter and spirit of the Trust.

116. This Court should therefore declare that the Boston Public Schools do not have the authority to execute the Lease on behalf of the White Fund Trust, and that the Lease violates

the express terms of the White Fund Trust, a public charitable trust, including but not limited to the proposed PILOT Agreement, lease renewal provisions, and litigation loss and other provisions of the Lease, and that the Trustees of the White Fund Trust cannot legally transfer ownership or control of the Project Site, being public trust property, to the BPDA for purposes of M.G.L. c. 121B, nor can Trust assets be used in any manner to satisfy potential losses suffered by Tenant.

COUNT III
Declaratory Judgment For Violation of Massachusetts Constitution Amendment Article 97
and The Public Lands Preservation Act, G.L. c. 3, § 5A – Project Site
(All Defendants)

117. Plaintiffs hereby incorporate all factual allegations in the preceding paragraphs as if fully set forth herein.

118. Under Article 97 of the Articles of Amendment to the Massachusetts Constitution (Article 97), twice approved by the legislature, and ratified by Massachusetts voters in 1972, lands and easements taken or acquired for conservation purposes shall not be used for other purposes or disposed of without the approval of two-thirds roll call votes of each branch of the state legislature.

119. Under The Public Lands Preservation Act, G.L. c. 3, § 5A, enacted by the state legislature in furtherance of Article 97, public entities, including municipalities which seek to use public land for another purpose, must submit an alternatives analysis and other analyses, valuations, and documentation to the Secretary of Energy and Environmental Affairs for her consideration, which shall then accompany the petition to the state legislature.

120. In determining whether Article 97 state constitutional protections apply to land held by state and municipal entities for open space and recreational purposes, the court need only consider if the property was designated for those purposes in a manner sufficient to invoke

Article 97 protections. Designation can occur through eminent domain taking, recording of a deed restriction, under the prior public use doctrine, or under long-term public use. The prior public use doctrine protects public lands and parks under Article 97 where the intent to dedicate the land as such is manifested by unequivocal declarations or acts of the owner which are accepted by the public. *Smith v. City of Westfield*, 478 Mass 49 (2017) (property used as a little league baseball fields and a playground for sixty years was subject to Article 97 process before it could be used by city as a school).

121. By the 1947 Transfer Instrument, the City unequivocally dedicated the Project Site for use by the public as a public recreational stadium, and the public accepted the use of the Project Site for public recreational purposes by using the Project Site in this manner for over 74 years. Additionally, the City on page 113 of its 2023-2029 Open Space and Recreation Plan listed White Fund Stadium as protected by Article 97⁸.

122. Any transfer of Article 97 land, such as the lease or grant of similar license and joint-use agreements for the Project Site to private entities like BUSP LLC and its affiliates, would illegally dispose of Article 97 property.

123. By the 2023 conditional designation of BUSP LLC, the City delegated to BUSP LLC compliance with Article 97.

124. As a result, this Court should declare that the Project is subject to the requirements of the Article 97 process, including without limitation the submission of required materials to the Massachusetts Secretary of Energy and Environmental Affairs in accordance with G.L. c. 3, § 5A, and petitioning for the requisite vote in the state legislature, and the City,

⁸ See: <https://www.boston.gov/departments/parks-and-recreation/updating-seven-year-open-space-plan>

the Trust and BUSP LLC should be enjoined from proceeding with the Project unless and until those requirements have been satisfied.

COUNT IV
Declaratory Judgment For Violation of Massachusetts Constitution Amendment Article 97
and The Public Lands Preservation Act, G.L. c. 3, § 5A – Franklin Park
(All Defendants)

125. Plaintiffs hereby incorporate all factual allegations in the preceding paragraphs as if fully set forth herein.

126. Under Article 97 of the Articles of Amendment to the Massachusetts Constitution (Article 97), twice approved by the legislature, and ratified by Massachusetts voters in 1972, lands and easements taken or acquired for conservation purposes shall not be used for other purposes or disposed of without the approval of two-thirds roll call votes of each branch of the state legislature.

127. Under The Public Lands Preservation Act, G.L. c. 3, § 5A, enacted by the state legislature in furtherance of Article 97, public entities, including municipalities which seek to use public land for another purpose, must submit an alternatives analysis and other analyses, valuations, and documentation to the Secretary of Energy and Environmental Affairs for her consideration, which shall then accompany the petition to the state legislature.

128. In determining whether Article 97 state constitutional protections apply to land held by state and municipal entities for open space and recreational purposes, the Court need only consider if the property was designated for those purposes in a manner sufficient to invoke Article 97 protections. Designation can occur through eminent domain taking, recording of a deed restriction, under the prior public use doctrine, or under long-term public use. The prior public use doctrine protects public lands and parks under Article 97 where the intent to dedicate

the land as such is manifested by unequivocal declarations or acts of the owner which are accepted by the public. *Smith v. City of Westfield*, 478 Mass 49 (2017) (property used as a little league baseball fields and a playground for sixty years, and having received LWCF grant funds, was subject to Article 97 process before it could be used by city as a school).

129. In addition, acceptance by the City of federal conservation funds under the LWCF Act, for purposes of constructing and maintaining pathways throughout Franklin Park (among other things), further evidences that Franklin Park is subject to Article 97 and that Franklin Park cannot be converted to any other uses without the approval of the NPS, along with the state legislature.

130. As shown through the Lease and SUA, including the easements and licenses granted therein, the Defendants intend to make use of Franklin Park in a manner that constitutes a change in use to protected public lands under Massachusetts law. *Beale v. Planning Bd. of Rockland*, 423 Mass. 690, 694 (1996). The anticipated construction, maintenance and use of park roads for ingress and egress within Franklin Park to access the Project Site for professional soccer games, and other private, commercial uses required by the Lease and SUA (including a restaurant to operate year round), constitutes a change of use which is not allowed without approval of both houses of the legislature under Article 97.

131. As a result, this Court should declare that the Project is subject to the requirements of the Article 97 process, including without limitation the submission of required materials to the Massachusetts Secretary of Energy and Environmental Affairs in accordance with G.L. c. 3, § 5A, and petitioning for the requisite vote in the state legislature, and the City, the Trust and BUSP LLC and all related entities and agencies should be enjoined from proceeding with the Project unless and until those requirements have been satisfied.

COUNT V
(Equitable/Declaratory Relief pursuant to M.G.L. c. 214, s. 7A)
(All Defendants)

132. Plaintiffs hereby incorporate all factual allegations in the preceding paragraphs as if fully set forth herein.

133. The Project proposes to demolish the majority of White Fund Stadium, a designated historic space, as well as dispose of or alter the entirety of the Project Site, which is a portion of Franklin Park, and therefore would constitute impairment of open spaces, natural areas, and parks under G.L. c. 214, s. 7A.

134. As a result of Defendants' proposed Project and failure to engage in the Article 97 process, including submission of an alternatives analysis and required materials to the Massachusetts Secretary of Energy and Environmental Affairs in accordance with G.L. c. 3, § 5A, they have failed to fully and properly examine the environmental impacts of the Project.

135. As a result of Defendants' actions, damage to the environment is about to occur, and this Court should restrain Defendants from causing such damage.

COUNT VI
(Preliminary/Permanent Injunctive Relief)
(All Defendants)

136. Plaintiffs hereby incorporate all factual allegations in the preceding paragraphs as if fully set forth herein.

137. The City of Boston, the Trustees of the White Fund Trust, and BUSP LLC should be enjoined from proceeding with their Project because it violates the purpose of the White Fund Trust, which requires the Site to be reserved for public use.

138. Specifically, the Defendants should be enjoined from:

a. Entering into any agreement transferring control of any portion of the Project Site to BUSP LLC and its affiliates, including any lease or related rights, licenses or joint-use arrangements, which would grant BUSP LLC and related entities the right to build upon and exclusively control and use the West Grandstand of the White Fund Stadium and the Grove site, as well as the right to control and use the entire Project Site for certain purposes for significant periods of time on Fridays and Saturdays from April - November, all in violation of the White Fund Trust;

b. Failing to comply with the Article 97 process, including without limitation engaging in the required alternatives analysis and legislative votes;

c. Continuing with the Request for Quotations (“RFQ”) for bids for construction management of the City portion of the Project, including management of the demolition, rebuilding, and expansion of the East Grandstand of the White Fund Stadium; and

d. Failing to engage in Article 80 review before the BPDA for the City’s portion of the Project.

139. Plaintiffs have a likelihood of success on the merits and will suffer irreparable harm if the Project is not enjoined, as the City intends to swiftly commence demolition of the East Grandstand—a designated historic landmark—and to enter into a lease and/or agreements with BUSP LLC and its affiliates transferring public trust lands to exclusive private use.

REQUESTS FOR RELIEF

WHEREFORE, the Plaintiffs respectfully request that the Court enter judgment in their favor:

1. Entering a declaratory judgment that that the Project violates the White Fund Trust because it converts the Project Site to private uses set forth above;
2. Entering a declaratory judgment that the Boston Public Schools does not have the authority to execute a lease on behalf of the White Fund Trust, and that the City and the Trustees of the White Fund Trust cannot legally transfer any possession of, control of, or right to use the Project Site to BUSP LLC and its affiliates, which would violate the White Fund Trust, and that the Lease and the Stadium Management Agreement are null and void;
3. Entering a declaratory judgment that Project is subject to the requirements of the Article 97 process, including submission of an alternatives analysis and other required materials to the Massachusetts Secretary of Energy and Environmental Affairs in accordance with G.L. c. 3, § 5A, and petitioning for the required votes in the state legislature;
4. Entering an injunction barring the City and Trustees of the White Fund Trust from transferring any portion of the Project Site to any private entity, including BUSP LLC and its affiliates;
5. Entering an injunction barring Defendants from proceeding with the Project unless and until the requirements of Article 97 have been satisfied; and,
6. Granting such additional relief as is fair and just.

Respectfully submitted,

EMERALD NECKLACE CONSERVANCY, INC., BETH
ABELOW, JERROLD ABELOW, JON BALL, CARLA-
LISA CALIGA, RORY COFFEY, JAMIE COHEN, JOHN
R. COOK, LOUIS ELISA, DERRICK EVANS,
MARJORIE GREVILLE, MELISSA HAMEL, PAMELA
JONES, ARLENE MATTISON, KAREN MAUNEY-
BRODEK, JEAN MCGUIRE, BEVERLY MERZ,
DANIEL K. MOON, RODNEY SINGLETON, BEN
TAYLOR and RENEE WELCH,

By their Attorneys,

/s/ Alan E. Lipkind

Alan E. Lipkind (BBO #547938)

alipkind@mccarter.com

Nicholas W. Allen (BBO #663409)

nallen@mccarter.com

MCCARTER & ENGLISH LLP

265 Franklin Street

Boston, MA 02110

(617) 449-6500

Date: January 21, 2025

CERTIFICATE OF SERVICE

I hereby certify that on January 21, 2025, a true copy of the above document was served on counsel of record via eFileMA and via e-mail.

**Counsel for Defendant,
Boston Unity Soccer Partners LLC**

Christopher C. Tsouros (BBO# 503580)
ctsouros@verrill-law.com
Lauren Galvin (BBO# 666363)
lgalvin@verrill-law.com
VERRILL DANA LLP
One Federal Street, 20th Floor
Boston, MA 02110
(617) 309-2600

**Counsel for Defendants, The City of Boston
and the Trustees of
The George Robert White Fund**

Alan D. Rose (BBO# 427280)
adr@rose-law.net
Sammy Nabulsi (BBO# 691503)
ssn@rose-law.net
ROSE LAW PARTNERS LLP
One Beacon Street, 23rd Floor
Boston, MA 02108
(617) 536-0040

Gary M. Ronan (BBO# 653899)
gronan@goulstonstorrs.com
Julius A. Halstead (BBO# 705428)
jhalstead@goulstonstorrs.com
GOULSTON & STORRS PC
One Post Office Square, 25th Floor
Boston, MA 02109
(617) 482-1776

/s/ Alan E. Lipkind

Alan E. Lipkind (BBO #547938)

EXHIBIT A

EXHIBIT A

ARTICLE FOURTEENTH

WILL OF
GEORGE ROBERT WHITE

ARTICLE FOURTEENTH: Whereas my sister Mary E. Sullivan has died, and I have otherwise provided for my sister Harriet J. Bradbury, I do now carry out by immediate gift my public charitable purpose which in previous wills I [7] had provided for in remainder, and I do now give all the rest and residue of my property of every nature to the City of Boston, the same to be held as a permanent charitable trust fund to be known as the George Robert White Fund, and the net income only to be used for creating works of public utility and beauty, for the use and enjoyment of the inhabitants of the City of Boston. It is my intention that no part of said income, however, shall be used for a religious, political, educational or any purpose which it shall be the duty of the City in the ordinary course of events to provide.

The control and management of said Fund and the disbursement of the income shall be in the hands of a board of five trustees to consist of the Mayor, who shall be its chairman, the President of the City Council, the City Auditor, the President of the Chamber of Commerce and the President of the Bar Association of the City of Boston. If by the reason of the abolition of any one or more of these offices or the declination or resignation of any one or more of the persons holding them for the time being a vacancy or vacancies shall occur, I direct that such vacancies shall be filled by the remaining members of the board, by the election of the persons whose respective positions and duties shall in the opinion of the board most nearly correspond therewith. As this is a public charitable gift to the City of Boston, it is my

intention that the [8] City shall at all times be officially represented by a majority of the board of trustees charged with its management.

The business of the Fund shall be transacted through the regular departments of the City, viz. the Treasurer, Auditor, Corporation Counsel, etc., and a suitable office or offices for the use of the trustees shall be provided for them by the City in the City Hall or elsewhere, in which shall be kept all books and records of every nature relating to the management of the Fund, properly indexed and readily accessible during business hours for the reasonable inspection of citizens, so that all who so desire may have full knowledge of the conduct of the business of the Fund. I direct that said income shall not be anticipated or pledged beyond the amount actually in hand, but it may be accumulated for any purpose within the scope of the gift, and successive accumulations may be applied to the same object. Any work or works established from the Fund may be improved, extended, enlarged or added to from time to time, but the current expense of their care and maintenance shall be borne by the City. I also direct that no part of said income shall be mingled with other funds or applied in joint undertakings; but that each work established under this gift shall be separate and distinct, and shall always bear in a conspicuous place a suitable inscription identifying [9] it as erected or established from said George Robert White Fund. If for any reason the principal of said Fund shall at any time become impaired, the income shall be allowed to accumulate until such impairment shall have been made good.

Inasmuch as I believe an enlightened public opinion to be the most effective safeguard for the preservation and maintenance of

such a charitable fund and the best guide to its effective use, I direct that at least once a year the trustees shall cause to be published in most if not all of the daily newspapers of general circulation in Boston a full and comprehensive report, duly audited, and signed and sworn to by at least three of their number, setting forth the receipts, disbursements and investments of the Fund and a copy of this fourteenth article of my will establishing it.

In order to diminish the chance of hasty or unconsidered action in the expenditure of income, I believe that no substantial expenditure should be made for any purpose until it shall have been under consideration by the trustees for at least three months.

As it is probable that said Fund will consist in greater part of real estate centrally situated in the City of Boston which is reasonably sure to increase in value, I urgently recommend that such real estate be not sold for a period of at least one hundred (100) years, that leases of the same [10] shall be subject to revaluations as a basis of rentals every ten (10) years and where necessary shall provide for rebuilding by the lessees, that the real estate shall not be mortgaged, and the buildings thereon shall be kept fully insured.

If any clause or provision of the foregoing charitable gift should be found to be invalid in law, it shall not invalidate the gift as a whole but shall so far as possible be construed as an expression of my general intent.

While I think that Boston has now few, if any, superiors in beauty and in the many privileges it affords to its citizens, yet I believe it has greater possibilities for the future, and there are several public blessings among those afforded by other cities,—

such as a zoological garden and handsome buildings therefor, an aquarium, a forum of substantial proportions for public gatherings, etc.—which we do not possess. It is with such things as these in mind that I have established the foregoing trust fund.

I can conceive that pressure might be brought to bear to use the income of this Fund for small and comparatively unimportant needs, which might be equally deserving and technically within the general scope of the Trust as heretofore expressed. A use of it for such purposes to any substantial extent would be contrary to my intention, which is that its income, accumulated if need be for a time long enough to make it sufficient, should [11] be used only for important civic improvements.

I suggest that printed copies, in convenient pamphlet form of this the fourteenth article of my will be kept at the office of the trustees of the Fund for free distribution to citizens of Boston.

I request that the trustees named in this article shall annually designate one of their number who shall visit and inspect my lot in Forest Hills Cemetery in the months of April and September of each year, and report to the board any neglect or failure to comply with the provisions of the contract of perpetual care, as well as Article First of this my will, in regard to the care of said lot, and it shall be the duty of said trustees to see that such neglect or lack of care be remedied without delay.

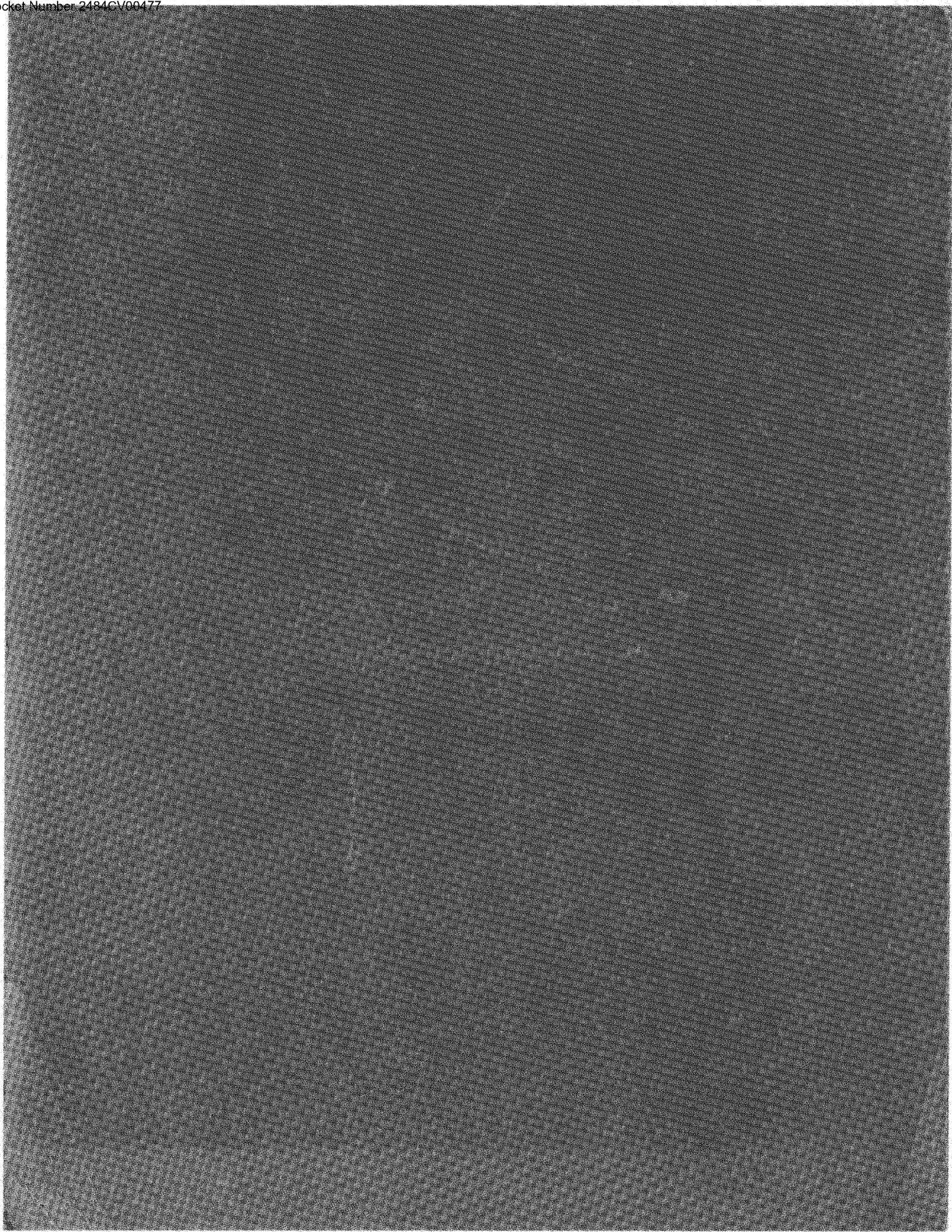


EXHIBIT B

EXHIBIT B

6386 582

WHEREAS by an order passed In City Council of the City of Boston October 27, 1947 and passed again November 10, 1947 and approved by the Temporary Mayor of the City of Boston November 12, 1947 the Temporary Mayor of the City of Boston was authorized in the name and behalf of the City of Boston to transfer to the City of Boston - George Robert White Fund by an instrument in writing satisfactory in form to the Law Department of the City of Boston a parcel of land within Franklin Park containing approximately 609,840 square feet or 14 acres for the purpose of the establishment of a stadium on said land by the George Robert White Fund and upon the consideration of the payment to the City of Boston by said Fund of the sum of \$20,000, the fair cash value of said land. (A copy of said order is hereto attached and made a part of this instrument.)

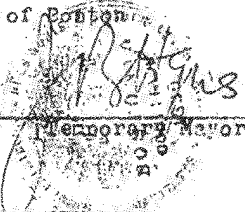
NOW, THEREFORE, the City of Boston, a municipal corporation in the Commonwealth of Massachusetts, in consideration of the sum of twenty thousand dollars (\$20,000.) to it paid, the receipt whereof is hereby acknowledged, does hereby transfer to the City of Boston - George Robert White Fund, a municipal corporation in the Commonwealth of Massachusetts, in its capacity as a public charitable trustee and for the purpose of the establishment of a stadium on said land, a certain parcel of land within Franklin Park containing approximately 609,840 square feet or 14 acres as shown on a plan attached hereto and made a part of this instrument and marked "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, West Roxbury, October 16, 1947, Thomas F. McGovern, Chief Engineer, Street Laying-Out Department".

IN WITNESS WHEREOF the City of Boston has caused its corporate seal to be hereto affixed and these presents to be signed in its

6286 533

name and behalf by John B. Hynes, Temporary Mayor of the City of
Boston this *fourteenth* day of *November* 1947.

City of Boston

By 
Temporary Mayor.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Boston, Mass.

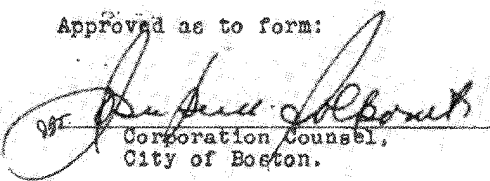
November 14, 1947.

Then personally appeared the above-named John B. Hynes,
Temporary Mayor of the City of Boston, and acknowledged the fore-
going instrument to be the free act and deed of the City of Boston.

Before me,


Notary Public
Resident of the Town of Boston
My commission expires: *Dec. 24, 1947*

Approved as to form:


Corporation Counsel,
City of Boston.

6386 584

CITY OF BOSTON

IN CITY COUNCIL

RECEIVED

NOV 13 1947

RECORDED

WHEREAS the City of Boston owns in fee Franklin Park, a public park in the West Roxbury District of the City of Boston, containing an area of approximately 23,000,000 square feet or 528 acres; and

WHEREAS the City of Boston - George Robert White Fund has selected within Franklin Park an area of approximately 14 acres as a site for the establishment of a stadium by the George Robert White Fund and has requested that the said parcel of land be transferred by the City of Boston to the City of Boston - George Robert White Fund, and has offered to the City of Boston the sum of \$20,000 as the fair cash value of said land; and

WHEREAS the Board of Park Commissioners of the City of Boston recommends that the request and offer of the City of Boston - George Robert White Fund be accepted and that the selected parcel of land be transferred by the City of Boston to the City of Boston - George Robert White Fund for the sum of \$20,000., the fair cash value of said land; now, therefore, it is hereby

ORDERED: That His Honor the Temporary Mayor of the City of Boston be and he hereby is authorized in the name and behalf of the City of Boston to transfer to the City of Boston - George Robert White Fund by an instrument in writing satisfactory in form to the Law Department of the City of Boston a parcel of land within Franklin Park containing approximately 609,840 square feet or 14 acres for the purpose of the establishment of a stadium on said land by the George Robert White Fund and upon the consideration of the payment to the City of Boston by said Fund of the sum of \$20,000., the fair cash value of said land. The parcel of land to be transferred is shown on a plan marked "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, West Roxbury, October 16, 1947, Thomas F. McGovern, Chief Engineer, Street Laying-Out Department".

In City Council October 27, 1947. Read once and passed - yeas nineteen, nays none.

In City Council November 10, 1947. Read a second time and again passed - yeas fifteen, nays none.

Approved by the Temporary Mayor November 12, 1947.

Attest:

R. J. Kelley

Nov. 24, 1947. At 2 o'clock & 51 mins. P.M. Rec'd. Ent'd. City Clerk's Office.

EXHIBIT C

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

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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 • 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 • 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

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
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Exhibit B	White Stadium Design Rendering
Exhibit C	City of Boston Request for Proposals

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Exhibit E	Designation Letter
Exhibit F	Depiction of Leased Premises
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Exhibit H	Work Letter (with Exhibits)
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Exhibit K	Tenant Insurance Requirements
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Exhibit M	Contractor Certification (Form CM-09)
Exhibit N	Signage Plan
Exhibit O	C.O.R.I. Forms, including City Ordinance
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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

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.

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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 E

BPS STADIUM USAGE AGREEMENT

for

George Robert White Schoolboy Stadium

located in

Franklin Park, Boston, Massachusetts

by and between

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

and

THE BOSTON PARKS AND RECREATION DEPARTMENT,
individually or collectively, as the context may require, as City

and

BOSTON UNITY STADCO LLC, as Team

Dated as of December 23, 2024

BPS STADIUM USAGE AGREEMENT

THIS BPS STADIUM USAGE AGREEMENT (this “**Agreement**”) is made as of December 23, 2024 (the “**Effective Date**”), by and between THE BOSTON PUBLIC SCHOOLS (“**BPS**”) and THE BOSTON PARKS AND RECREATION DEPARTMENT (“**BPRD**”), each on behalf of The City of Boston George Robert White Fund (BPS and BPRD individually or collectively, as the context may require, the “**City**”), and BOSTON UNITY STADCO LLC, a Massachusetts limited liability company (the “**Team**”). The City and the Team may each be referred to herein individually or collectively, as the context may require, as a “**Party**” or the “**Parties**.”

RECITALS

WHEREAS, BPS, as “Landlord,” and the Team, as “Tenant,” are parties to that certain Lease Agreement dated as of the Effective Date (the “**Lease**”), pursuant to which BPS leases to the Team, and the Team leases from the BPS, certain limited portions of White Stadium Parcel (as defined in the Lease), as more particularly described as the “Leased Premises” in the Lease;

WHEREAS, the Lease contemplates the City and the Team entering into an agreement, complementary to the Lease, for the purpose of governing, among other things, the Team’s limited use, operation, and maintenance of the White Stadium Parcel within an overarching framework that ensures the City’s primary objective of providing a modernized, City-controlled recreational complex for the benefit of students of the BPS and other constituents of the City of Boston (including the general public); and

WHEREAS, in furtherance of the foregoing, the City and the Team desire to enter into this Agreement, which is the “Stadium Usage Agreement” (as defined to in the Lease), so as to set forth certain of their respective rights, obligations, and additional agreed responsibilities relating to, among other things, to (i) the licensing of certain specifically prescribed areas of the Stadium and (ii) other operational, maintenance and repair responsibilities of the Parties, subject to and in accordance with the terms and conditions set forth herein, the Lease, and the ‘Granted Entitlements’ (as defined in the Lease).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Team, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. Capitalized terms used in this Agreement but not otherwise defined herein shall have the respective meanings ascribed to such term in the Lease.

ARTICLE 2 LEASE

Section 2.1 Lease. This Agreement shall be subject and subordinate to all of the terms, covenants, and provisions of the Lease, which are incorporated herein by reference.

ARTICLE 3 TERM OF AGREEMENT

Section 3.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Commencement Date of the Lease and run concurrently with the Term of the Lease, inclusive of any and all extensions thereof, and accordingly, the Term of this Agreement shall be coterminous with the Lease and shall terminate automatically upon the expiration or earlier termination of the Lease.

ARTICLE 4 STADIUM USE AND SCHEDULING

Section 4.1 General.

(a) The portion of the Stadium and Property not leased to the Team pursuant to the Lease shall be referred to herein as the “**City Retained Area**.” The City Retained Area contains: (i) the “**City Exclusive Area**,” being, collectively, all portions of the City Retained Area in the Stadium that are not included in the City Shared Area, as such City Exclusive Area may exist and be modified from time to time, including without limitation any of the following existing from time to time: an administrative office area in the East Grandstand, the locker room area in the East Grandstand, the BPS athletic equipment storage area in the East Grandstand, and the student athletic hub in the East Grandstand (including, without limitation, the student resource area, strength and conditioning area, and sports medicine suite); and (ii) the “**City Shared Area**,” being, collectively, (w) the seating and aisle areas within the East Grandstand, (x) the general concourse areas within the East Grandstand necessary to utilize the seating area and service and provide amenities for patrons during Game Days (including the public restrooms (as opposed to restrooms just serving the City Exclusive Area) and concessions areas), (y) the Playing Field, and (z) the Track (to the extent required for placement of moveable seating and access and amenity areas on Game Days). The City Exclusive Area and City Shared Area are outlined on **Exhibit A** attached hereto.

(b) The portion of the Stadium within and constituting the Leased Premises consists of: (i) the “**Team Exclusive Area**,” being, collectively, (w) the administrative office areas in the West Grandstand, (x) the locker room areas in the West Grandstand, (y) the private suites and boxes, private club areas, and private lounge areas, and related facilities, and (z) all internal storage areas in the West Grandstand; and (ii) the “**Team Shared Area**,” being, collectively, all portions of the Leased Premises that are not part of the Team Exclusive Area, with such Team Shared Area including, without limitation, (I) the seating and aisle areas within the West Grandstand, (II) the general concourse areas within the West Grandstand (including the public restrooms (as opposed to restrooms just serving the Team Exclusive Area) and concessions areas), (III) the press box and associated media areas in the West Grandstand, and (IV) the “control room” in the West

Grandstand. The Team Exclusive Area and Team Shared Area are outlined on **Exhibit B** attached hereto. The Team Shared Area shall also include the Grove Lawn Area.

(c) The rights and privileges with respect to the use and occupancy of the Grove Lawn Area and the South Crescent Building (each as defined in the Lease) are further addressed in the Lease.

(d) The term “**Shared Stadium Areas**” as used in this Agreement shall refer only to the City Shared Area and the Team Shared Area. With respect to either the Team’s or the City’s use of the Shared Stadium Areas as contemplated herein, such use shall expressly exclude (a) any right of the City to use any portion of the Team Exclusive Area, and (b) any right of the Team to use any portion of the City Exclusive Area.

Section 4.2 Use and Occupancy by Team.

(a) Grant.

(i) Subject to the terms and conditions of this Agreement, as of the Commencement Date, the City hereby provides to the Team, and the Team hereby accepts, a license to use and occupy all of the City Shared Area (including any Stadium Fixtures located thereon), at the times and in the manner set forth in this Agreement. The Team acknowledges and agrees that the right to use and occupy the City Shared Area is a license only, and that the Team shall not acquire any estate or title or real property interest in the City Shared Area.

(ii) In addition, the City hereby provides to the Team, and the Team hereby accepts, a license for pedestrian (and vehicular to the extent of any paved roads intended for vehicular use) ingress and egress to and from the Stadium through such portions of Franklin Park abutting the Stadium Parcel that are identified in the TAPA, which ingress and egress the City hereby acknowledges must be sufficient to accommodate the Team’s use of the Stadium for Team Events and the year round operation of the Grove as contemplated herein and in the Cooperation Agreement.

(iii) Subject to the terms and conditions of this Agreement, the Team accepts the City Shared Areas on an “as is” basis and in its condition as of the date of this Agreement and as of the commencement of each Team Event. Except as otherwise expressly provided herein or in the Lease, the City is expressly relieved and released from any duty or obligation to provide any improvements, maintenance, repairs, or services or perform any alterations to the City Shared Areas during the Term. The Team further acknowledges that the City has not made and shall make no representation or warranty, express or implied, as to the condition of the City Shared Area or the Property or the suitability of the City Shared Area or the Property for the Team’s intended use of the City’s Shared Areas and the Leased Premises as the venue for its home professional soccer matches in the NWSL. For the avoidance of doubt, however, the foregoing shall not reduce or limit the obligations of the City to complete the City’s construction obligations under the Work Letter attached to the Lease.

(b) Team Use. Subject to the terms and conditions of this Agreement the Team shall be entitled to use the Shared Stadium Areas for the limited purposes of: (i) hosting Team home games during the NWSL season (“**Team Games**”); (ii) hosting one weekly team practice during

weeks when the Team has a game during the NWSL season (“**Team Practices**”); (iii) hosting Other Team Events (as defined below) if and to the extent permitted by the City in accordance with the provisions of this Agreement (such Team Games, Team Practices, and Other Team Events referred to herein, individually or collectively, as the context may require, as a “**Team Event**” or “**Team Events**”); (iv) during Team Events (other than Team Practices), the sale of food and alcoholic and non-alcoholic beverages, souvenirs, and other items normally considered “concessions”; and (v) during Team Events (other than Team Practices), such other activities as are associated with, are customarily conducted in connection with, or are related to, the conduct of a NWSL team during home games and practices. No Team Game shall be scheduled to start later than 8:30 p.m. (ET); and the Parties acknowledge day of game weather conditions may require cooperation between the City and the Team as to delay or rescheduling to a different date. Subject to the terms and conditions of this Agreement the Team’s rights under this Agreement shall in all cases include the right of any Tenant Party to use and occupy the City Shared Area in connection with any Team Event; provided, however, that in no event shall any Tenant Party be deemed to have greater rights or licenses than the Team itself, and in all events, the Team shall be responsible for all Tenant Parties.

(c) Rights and Limitations on Team Use. Notwithstanding any other provisions of this Agreement, the Team’s possession and use of the Shared Stadium Areas shall be subject to the following limitations:

(i) The Team shall not occupy or use the Shared Stadium Areas (or permit the use or occupancy of the Shared Stadium Areas): (a) for any purpose other than the uses set forth in Section 4.2(b) of this Agreement; (b) in any manner that violates: (w) any Legal Requirement, (x) any of Granted Entitlements; (y) any of the covenants, agreements, terms, provisions and conditions of this Agreement or the Lease; or (z) any easement, covenant, restriction, or other instrument to which the Property is currently bound or any such easements, covenants, restrictions or other instruments entered into by the City after the date hereof (provided such instruments entered into after the date hereof do not have a material adverse affect on the Team’s rights under this Agreement or under the Lease); (c) in any manner which may invalidate or increase the premium of any policy of insurance carried by the City on the Property or covering its operations; (d) in any manner which will suffer or permit the City Shared Area, the Property, or any part thereof to be used in any manner or anything to be brought onto or kept thereon which shall in any way impair or tend to impair the character, reputation or appearance of the Property (taking into account the Granted Entitlements and the intended use of the Shared Stadium Areas); or (e) in any manner which will create an unreasonable disturbance or interference with the use or enjoyment of other properties in the vicinity of the Stadium or other users of Franklin Park (taking into account the Granted Entitlements and the intended use of the Shared Stadium Areas).

(ii) The Team shall not schedule or hold any activities or events at the Shared Stadium Areas or any portion thereof, other than Team Games and Team Practices (in each case, subject to the provisions of this Agreement), without, in each case, first obtaining the City’s prior written consent, which may be granted or withheld in the City’s sole and absolute discretion, and which may be conditioned on revenue-sharing requirements and other factors and conditions as determined by the City. To the extent the City permits any such activity or event, then such activity or event shall be referred to as an “**Other Team Event**,” and such Other Team Event shall be

strictly limited to the scope of the activity or event permitted by the City (including, without limitation, the duration thereof).

(iii) The Team's use of the Shared Stadium Areas for Team Practices shall be limited to a four (4) consecutive hour period on the applicable scheduled date (it being acknowledged that a visiting team may use the Shared Stadium Area for practice during such time period). For the avoidance of doubt, there may be City Events at the Stadium on the same date as Team Practices, and the timing for the Team Practice shall be coordinated to reasonably accommodate the City Event.

(iv) The Team's use of the Shared Stadium Areas for Team Games (including the time for set up, including set up of temporary seating, covering the Track, and the like) shall in no event begin prior to 12:00 p.m. (noon) (ET) on the applicable scheduled date (subject to Section 5.2 of this Agreement); provided, however, (a) the City and the Team, each agreeing to act reasonably, may mutually agree to extend out such time period (i.e., to a time that is before or after 12:00 p.m. noon (ET)) depending on the start time of the Team Game and the time that the Team reasonably requires to set up and prepare the Shared Stadium Areas for Team Games) provided that early access does not interfere with any City Event, and (ii) the public event programming of Team Games will be limited to the period commencing two (2) hours prior to the scheduled kickoff and ending upon the earlier to occur of (a) one (1) hour following the conclusion of such game or (b) 11:30 p.m. (ET). For the avoidance of doubt, there may be City Events at the Stadium on the same day as Team Games; provided the timing for such City Event shall conclude on or prior to 12:00 p.m. (noon) (ET) on the applicable day, subject to extension of such time as provided above.

(v) The Team's use of the Shared Stadium Areas for Other Team Events shall be strictly limited to the scope, date and time period permitted by the City for such applicable Other Team Event.

(vi) For all Team Events, the Team shall cause all use of the Shared Stadium Areas' audio/visual systems and any other amplified sound to comply with all Legal Requirements, including, without limitation, the Noise Control Act of 1972, 42 U.S.C. § 4901 *et seq.*, the Noise Control Regulation, 310 Mass. Reg. 7.10, issued by the Massachusetts Department of Environmental Protection under the authority of M.G.L. c. 111, §§ 142B and 142D, and all regulations for the control of noise issued by the City of Boston or any department thereof (all as may be impacted (e.g., increased) by sound limitations set forth in the granted special events permit for such Team Event). The City acknowledges that: (a) the Team underwent Large Project Review under Article 80 of the Boston Zoning Code (the "**Article 80 Review**") in connection with the proposed redevelopment of the Stadium, (b) as part of the Article 80 Review, the Team conducted and submitted noise studies and committed to mitigation and design measures to limit or minimize noise, and (c) the BPDA determined that the Team's measures to mitigate noise, including limiting amplified sound from the Stadium to not more than 80 decibels A ("**dba**") in surrounding neighborhoods, and less in homes, were approved by the BPDA for the purposes of the BPDA approvals, and said determination is contained in the BPDA Board Memorandum. The Team shall take all reasonable measures to limit noise generated by Team Events, including, without limitation, utilizing directional speakers and sound buffering structures, and installing and operating noise and vibration monitoring systems to monitor noise and vibration emanating from

the Shared Stadium Areas at the Property line and undertaking appropriate measures to respond to elevated levels of the same. Consistent with the BPDA Board Memorandum and Cooperation Agreement, in no event shall amplified sound exceed 80 dbA in immediate neighborhoods surrounding the Stadium, and less within homes within such neighborhoods. The Team shall implement appropriate sound monitoring measures and will provide the monitoring results to the City. The Team shall engage a qualified sound expert to advise on measures to reduce the amplified sound emitting from the Stadium and will implement all such reasonable suggestions.

(vii) With respect to any lighting used in connection with Team Events, the Team shall take reasonable measures to limit the adverse effects of such lighting within the neighborhoods surrounding the Stadium.

(viii) The Team's use of the Shared Stadium Areas shall be subject to any and all reasonable rules and regulations imposed by the City from time to time (taking into account the Granted Entitlements and the intended use of the Shared Stadium Areas); provided, however, in the event of any conflict between the terms of this Agreement, on one hand, and such rules and regulations on the other, the terms of this Agreement shall control.

(ix) All Team Events shall further be subject to the scheduling requirements set forth in Section 4.5 of this Agreement.

(d) Playing Field. In addition to the Team's rights to use the Playing Field for Team Games as set forth herein, and subject to the terms and conditions of this Agreement, the City hereby provides to the Team, and the Team hereby accepts, a license to use and access the Playing Field, as is also necessary to fulfill the Team's obligations with respect to the year-round maintenance and repair of the Playing Field, as more particularly described in Section 6.4; provided the Team may not access or use the Playing Field for this purpose at such times as it is being used for scheduled City Events with due regard at all other times for the necessity of such reasonable access as is necessary to meet the Team's maintenance and repair obligations hereunder. The Team's maintenance of the Playing Field also shall not interfere with use of the Track by the general public as contemplated in Section 4.4 (but giving due regard for the necessity of such reasonable access as is necessary to meet the Team's maintenance and repair obligations hereunder), except in a de minimis manner, or for emergency repairs to prevent harm or injury.

(e) City Shared Area. In addition to the Team's rights to use the City Shared Area for Team Games and other Team Events as set forth herein, and subject to the terms and conditions of this Agreement, the City hereby provides to the Team, and the Team hereby accepts, a license to use and access the City Shared Area as necessary to fulfill the Team's year-round maintenance, repair, and replacement obligations with respect to the City Shared Area (inclusive of any Stadium Fixtures thereon), as more particularly described in Section 6.2; provided that the Team may not access or use such areas for this purpose at such times as it is being used for scheduled City Events with due regard at all other times for such reasonable access as is necessary to meet the Team's maintenance and repair obligations hereunder. The Team's maintenance, repair, and replacement obligations of the City Shared Area also shall not interfere with the use of the City Shared Area by the general public as contemplated in Section 4.4 (but giving due regard for such reasonable access as is necessary to meet the Team's maintenance and repair obligations hereunder), except in a de minimis manner or for emergency repairs to prevent harm or injury.

(f) Team Exclusive Area. The Team shall have the exclusive use and access to the Team Exclusive Area at all times during the Term (including during any City Event (as defined below)), subject to the provisions of this Agreement and the Lease; provided, however, during any City Events, the Team shall comply with any reasonable credentialing or security requirements of the City to access the Team Exclusive Area.

(g) Conclusion of Team Events. Upon the conclusion of each Team Event, the Team shall, at its sole cost and expense, clean the Leased Premises and Shared Stadium Area, and the rest of the Property, and remove all debris and trash therein, and shall quit and surrender the City Shared Area to the City clean, free of all debris and trash, in good order and condition and otherwise in the same condition existing immediately prior to such Team Event, and the Team shall remove all of its property (including any temporary seating or temporary advertising) from the City Shared Area and the other areas of the Property (unless another reasonable alternative to removal is approved in writing by the City), and shall pay the cost to repair all damage to the City Shared Area or the Property occasioned by the use of the City Shared Area, such removal, or otherwise. The City, at its option, may store in the Team's name at the Team's expense any property not removed from the City Shared Area or the other areas of the Property upon the conclusion of each Team Event (unless another reasonable alternative to removal was approved in writing by the City). If the Team does not claim such property within ten (10) days after written notice from the City to the Team, then such property shall be deemed abandoned by the Team and may be retained by the City as its property, or disposed of in any manner deemed appropriate by the City, without recourse by or payment to the Team. Any expense incurred by the City in storing, removing or disposing of such property shall be reimbursed to the City by the Team within thirty (30) days following the Team's receipt of written demand for such amounts. The City and the Team recognize the efficient operation of the Stadium as a whole may require mutual agreement as to storage areas throughout, and shall mutually cooperate in good faith from time to time throughout the Term to identify and provide for such areas if appropriate and reasonable on an interim or regular basis. In addition to the foregoing, within three (3) hours after the conclusion of each Team Event, the Team shall remove all trash and debris from (x) the Shared Stadium Areas, and (y) all public spaces within the area identified and depicted **Exhibit C** attached hereto (the "**Park Impact Area**"), and with respect to Team Events only, such additional areas outside of the Stadium as reasonably identified by the Parties in consultation with the White Stadium Neighborhood Advisory Council; provided, however, the City may in its sole, but reasonable discretion (taking into account in good faith all relevant factors, such as the conclusion time of the Team Event and weather conditions), unilaterally extend such three (3) hour period for a particular Team Event on a one off basis by providing written notice of such extension to the Team (which notice may be given via email).

(h) Licenses. The licenses granted herein by the City to the Team are all "non-exclusive" in nature, and the City shall be permitted to grant to others such licenses to the areas described herein in its sole and absolute discretion provided such licenses to others do not materially interfere or conflict with the Team's exclusive rights to use the Leased Premises and the City Shared Area for all Team Events. Further, the licenses granted herein by the City to the Team are all subject to the Team entering into separate event license agreements with the applicable departments of the City of Boston, including, without limitation, BPRD and BPS. Such licenses may be on an annual or seasonal basis, such as for regularly scheduled Team Games, or on an event by event basis, as the Team may elect. It is acknowledged that this Agreement grants

to the Team the right to receive, and the applicable departments of the City of Boston shall issue, such licenses; the Team acknowledging that it will need to apply for new licenses prior to the start of each NWSL season for the use of the licensed areas granted herein for such NWSL season. Neither BRPD nor BPS, in connection with their approval, may impose requirements that: (i) are inconsistent with the terms of this Agreement or the Lease or would violate the Granted Entitlements, (ii) would materially increase the Team's obligations beyond the obligations set forth in this Agreement or the Lease, or (iii) would materially restrict the Team's use of the various licensed areas as contemplated by this Agreement and the Lease. Further, such license(s) shall contemplate the ability of the Team to delay a Team Game due to adverse weather conditions so long as such Team Game is held on the same calendar day.

Section 4.3 Use and Occupancy by City.

(a) Grant. Subject to the terms and conditions of this Agreement, as of the Commencement Date, the Team hereby provides to the City, and the City hereby accepts, the right to use and occupy all of the Team Shared Area (including any Stadium Fixtures thereon), at the times and in the manner set forth in this Agreement.

(b) City Use. Subject to the terms and conditions of this Agreement, the City (including the City of Boston and any department thereof) shall be entitled to use and license for use by others the Shared Stadium Areas for activities and events at all times, other than those times on which the Team has exclusive use of the City Shared Area for a Team Event, for any lawful purpose (such activities or events referred to herein individually or collectively, as the context may require, as a “**City Event**” or “**City Events**”), which City Events may include any activities or events of any nature in alignment with park policies, including, without limitation, concerts, other musical performances, theatrical presentations, religious gatherings, corporate events, business conferences, convention meetings, banquets and other functions, community festivals, cultural, athletic, educational, commercial and entertainment events and any other event or activity, whether similar or dissimilar to the foregoing, and other uses that may be ancillary or related to the operation and use of the Shared Stadium Areas. Subject to the terms and conditions of this Agreement, the City's rights under this Agreement shall in all cases include the right of Landlord or any Landlord Party to use and occupy the Team Shared Area in connection with any City Event; provided, however, that in no event shall Landlord or any Landlord Party be deemed to have greater rights or licenses than the City itself. To the extent the City desires to license the Shared Stadium Area for use in connection with a for-profit event (which is not BPS related or hosted by the City of Boston or any department thereof), then the host of such event shall be required to get a license from the Team for the use of the Team Shared Area, as to which the Team may set terms and conditions (including for example, provisions for maintenance, trash and debris, access provisions, event security, hours of operation, ad hoc event insurance, and security/damage deposit to cover potential damage, and reasonable fees) for such license.

(c) Playing Field. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, including, without limitation, the provisions of Section 6.4, the Team acknowledges and agrees that the City's use of the Playing Field and the Track for City Events will be robust and will cause wear and tear to the grass surface. The Team shall factor such robust City use and wear and tear into its annual Playing Field maintenance plan. The City shall not be obligated to limit the frequency or intensity of its use of the Playing Field for City Events;

provided that (i) the City shall comply with Section 6.4(b) below, (ii) upon the Team's written request from time to time, the City will reasonably consult with the Team's Playing Field maintenance consultants, and (iii) the City will reasonably evaluate written recommendations made from time to time by the Team's Playing Field maintenance consultants. The City shall in no event use the Playing Field or Shared Stadium Areas for the purposes of holding any football games or football practices on the Playing Field prior to the conclusion of all Team Games during an applicable NWSL season, without first obtaining the Team's prior written consent which the Team may grant, condition or withhold in its sole discretion. Other than the foregoing seasonal limitation on football games or football practices, all uses of the Playing Field and the Track in connection with City Events will be expressly allowed, subject to implementation of reasonable protective measures for use other than as a playing field agreed upon in good faith by the Team and City intended to reduce material damage to the Playing Field (e.g., acceptable platforms and coverings, weight limitations, non-invasive or penetrating equipment or seating, and protective planks for wheeled vehicles). Notwithstanding anything to the contrary contained herein but subject to compliance with Section 6.4(b), the City shall have the sole discretion to determine if the Playing Field is in suitable condition for use for each City Event, and the City is not obligated to refrain from using the Playing Field due to weather conditions or on account of the Playing Field being wet.

(d) City Exclusive Area. The City shall have the exclusive use and access to the City Exclusive Area at all times during the Term; provided, however, during any Team Event, the City shall comply with any reasonable credentialing or security requirements of the Team to access the City Exclusive Area.

(e) Conclusion of City Events. Upon the conclusion of each City Event, the City shall, at its sole cost and expense, remove all of its property and shall pay the cost to repair all damage to the Team Shared Area occasioned by the City's use of the Team Shared Area (unless another reasonable alternative to removal is approved in writing by the Team), such removal, or otherwise; provided the Team acknowledges robust wear and tear to the grass surface of the Playing Field resulting from the use of the Playing Field permitted by this Agreement shall not itself be deemed to be damage or impairment to the Playing Field for which the City is responsible. The Team, at its option, may store in the City's name at the City's expense any property not removed from the Team Shared Area upon the conclusion of each City Event (unless another reasonable alternative to removal was approved in writing by the Team for such property). If the City does not claim such property within ten (10) days after written notice from the Team to the City, then such property shall be deemed abandoned by the City and may be retained by the Team as its property, or disposed of in any manner deemed appropriate by the Team, without recourse by or payment to the City. Any expense incurred by the Team in removing or disposing of such property shall be reimbursed to the Team by the City within thirty (30) days following the Team's receipt of written demand for such amounts. The City and the Team recognize the efficient operation of the Stadium as a whole may require mutual agreement as to storage areas throughout, and shall mutually cooperate in good faith from time to time throughout the Term to identify and provide for such areas if appropriate and reasonable on an interim or regular basis.

Section 4.4 General Public. The Team acknowledges that, other than during Events (as defined below): (i) the Track, (ii) the public restrooms located in the West Grandstand and the East Grandstand as depicted on **Exhibit D** attached hereto (including, such concourse areas,

stairwells, and elevators as are necessary for ingress and egress thereto), (iii) the stairs and seating areas of both the West Grandstand and the East Grandstand (including, such concourse areas, stairwells, and elevators as are necessary for ingress and egress thereto), and (iv) subject to the provisions of the Lease, the Grove Lawn Area, will each be open to and made available for normal general public use daily from 6:00 a.m. (ET) to 9:00 p.m. (ET), subject to such rules and regulations, as the City may establish from time to time. For the avoidance of doubt, the City shall have the right from time to time to adjust the foregoing hours of availability for normal general public use and access so long as the time frame for such general public use remains at least fifteen (15) hours per day. Accordingly, the Team agrees to use good faith, commercially reasonable efforts to perform its maintenance, repair, and replacement obligations set forth herein or in the Lease so as to minimize any disruption to the use and access of the foregoing areas by the general public with due regard for such reasonable access as is necessary to meet the Team's maintenance and repair obligations hereunder.

Section 4.5 Scheduling of Events.

(a) Cooperation in Scheduling. The Parties acknowledge that, within the framework established by this Section 4.5, the scheduling of Team Events and City Events (collectively, "Events") at the Shared Stadium Areas must be a cooperative endeavor. There may be occasions on which more than one Event may be held at the Shared Stadium Areas on a single day. The City and the Team agree to recognize, and in good faith, attempt to accommodate the legitimate interest of the other with respect to the scheduling of Events at the Shared Stadium Areas.

(b) Master Calendar. Throughout the Term, the City shall establish and maintain a master calendar for Events at the Shared Stadium Areas, which shall control in the event of any scheduling disagreement between the Parties. At least monthly throughout the Term, and more frequently if so requested by the Team, the City shall provide the then current calendar to the Team, disclosing all events (whether Team Events or City Events) which have been scheduled at the Shared Stadium Areas in accordance with the terms of this Agreement. No Event shall proceed unless it has been scheduled. In developing the master calendar for Events, the City will consult with the White Stadium Neighborhood Advisory Council. The Team acknowledges that Franklin Park is heavily used for Juneteenth activities; accordingly, no Team Event shall occur on Juneteenth.

(c) Priority of Events. In partnership with the community, the City will actively schedule the Stadium throughout each calendar year during the Term for City Events (including, without limitation, BPS Games (as defined below), BPRD events, and other community events). The City will control the scheduling of the Stadium. The City and the Team agree to cooperate in good faith to schedule events at the Stadium during each NWSL season, subject to following order of priority (for the avoidance of doubt, (x) each of the following clauses under this subsection (c) shall have absolute priority over all subsequent clauses, and (y) the City shall have the sole and absolute right to control the schedule for uses and events during each NWSL offseason):

(i) City Major Events. The City shall have an absolute scheduling priority over all other Events for up to twelve (12) City Events each calendar year that the City designates as major events ("**City Major Events**"); it being acknowledged that (a) each calendar day scheduled/reserved for a City Major Event shall be considered a separate City Major Event and

count against the twelve (12) City Major Events (by way of example, if an event will occur over the course of three (3) consecutive calendar days, then the City would use three (3) of its twelve (12) City Major Events to black out the three (3) day period for such single event); (b) the City can merely reserve such dates as opposed to having an actual predetermined event scheduled for such date (and no Team Event may be held on any such reserved date irrespective of whether the City holds an event on such date), and (c) the City will schedule and host other City Events as contemplated in clauses (ii) and (iii) below. City Major Events may include, without limitation, major City (including the City of Boston and any department thereof), community, BPS, and BPRD events. The Team shall advise the City in writing at least sixty (60) days prior to the start of the scheduling process for each upcoming NWSL season (which notice shall specify the start and end dates for such NWSL regular season). The NWSL may provide such notice in lieu of the Team and in the event the Team and the NWSL provide notice, the first such notice received by the City will control. Within thirty (30) days following the City's receipt of such applicable notice, the City shall notify the Team in writing of the designated dates for such City Major Events. If the Team fails to timely provide such notice, then the City may schedule such City Major Events even if after the NWSL season is scheduled and such City Major Events will nevertheless take precedence. In scheduling City Major Events, the City agrees that at least two weekends (meaning Friday through Sunday) per month during the NWSL regular season shall remain available for Team Games to be scheduled, subject to and in accordance with the provisions of clause (ii) below; it being acknowledged that such weekend availability shall be appropriately prorated for any partial month occurring during the NWSL regular season.

(ii) Co-Priority for BPS Games and Team Games. Home games and meets for BPS athletic teams ("**BPS Games**") and Team Games shall share scheduling priority over any Other City Events (defined below), Team Practices, and Other Team Events. Subject to the foregoing, the Team shall be permitted to host a maximum of twenty (20) Team Games during any single NWSL season, including the preseason and postseason (of which not more than sixteen (16) Team Games may occur between April 1 and October 31, and such Team Games shall only be permitted during a maximum of two (2) weekends in any given four week period). In order to allow the City to effectively plan for BPS Games, each year throughout the Term, the Team shall coordinate with the City in advance of delivering any proposal or updated proposal to the NWSL with respect to desired game dates and times (and the Team shall in good faith incorporate the City's feedback and modify the proposed dates and/or times of any proposed Team Games to the extent requested by the City); it being acknowledged that (a) the Team will use commercially reasonable efforts to have no more than four weekend Team Games start prior to 5:00 p.m. (ET) in order to allow the City and the general public to use the Stadium, and (b) the Team will use commercially reasonable efforts to have Team Games generally scheduled to start during the late afternoon or evening as opposed to during the day, so as to ensure the Stadium is available for public use. No Team Game shall be permitted to start later than 8:30 p.m. (ET). Further, the Team agrees to provide written notice to the City of: (i) the draft NWSL schedule for the ensuing NWSL season (and any draft post-season NWSL schedule) within two (2) Business Days after receipt thereof by the Team, (ii) any interim and the final NWSL schedule for the ensuing and current NWSL season (and any final post-season NWSL schedule) within two (2) Business Days after receipt thereof by the Team, and (iii) any proposed or implemented updates to any of the foregoing materials within two (2) Business Days after receipt thereof by the Team. At the City's request after its receipt of any NWSL schedule, the Team shall meet and confer with the City regarding the City's scheduling wishes in response to the NWSL schedule, and the Team shall use good faith

efforts to revise the dates and/or times of any Team Games to the extent requested by the City. The Parties recognize that BPS Games and Team Games may occasionally have to be rescheduled due to adverse weather conditions for Playing Field conditions; provided, however, that in rescheduling any BPS Games and Team Games, the Parties shall coordinate with each other and use good faith, best efforts to minimize any displacement of any previously scheduled City Event (and, for the avoidance of doubt, the Team shall have no right to displace a City Event). Other than when necessary due to the weather-based postponement requirements of the NWSL, the Team will not request or approve a change to the Team's schedule without both coordinating the same in advance with the City and obtaining City's prior written approval (in the City's sole discretion). The parties recognize that the NWSL schedule for post-season NWSL games will not be available to either the Team or the City until late in the NWSL season; to the extent the Team has any input over the scheduling of post-season games, it will coordinate the scheduling of the same with the City and use best efforts to prevent any displacement of any previously scheduled BPS Game (and, for the avoidance of doubt, the Team shall have no right to displace a scheduled City Major Event). If the Team schedules any Team Practice during the NWSL season, any BPS Game which becomes scheduled in accordance with this paragraph shall supersede any previously scheduled Team Practice at the same time. This priority shall be exercised by the City's delivery of written notice to the Team, which shall be delivered as soon as possible by the City once the City is aware of such scheduling conflict.

(iii) Other City Events. Any practices for Boston Public Schools athletic teams or other City Events that do not constitute City Major Events or BPS Games ("**Other City Events**") shall have an absolute scheduling priority over any Team Practices or Other Team Events; provided, it is acknowledged that the Team shall be entitled to hold one (1) Team Practice at a reasonable time period during any week that the Team has a Team Game.

(iv) Team Practices. The Team shall have the right to schedule one (1) Team Practice during each week in which there is a Team Game at the Shared Stadium Areas. After the final NWSL schedule is released and the Team knows the dates of its Team Games, it will notify the City of which dates it would like to hold Team Practices; it being acknowledged, that all scheduled City Events (including any City Major Events and Other City Events) shall take precedence in terms of scheduling. Team Practices shall not be open to the general public.

(v) Other Team Events. If and to the extent that the City permits any Other Team Events (which, for the avoidance of doubt, the City has no obligation to do), then such Other Team Events shall have last scheduling priority over any other Events.

ARTICLE 5

TEAM EVENT OBLIGATIONS; OTHER RELATED OBLIGATIONS

Section 5.1 Staffing, Security, and Services. For each Team Event, the Team shall arrange for and pay the costs of personnel for security at the Shared Stadium Areas and the rest of the Property, ticket sellers, ticket takers, ushers, public address system announcers, public restroom attendants, cleaning personnel, video operators, and such other appropriate personnel for the safe and commercially reasonable conduct of such Team Event. For each Team Event, the Team shall be responsible for (i) providing and supervising personnel within the Shared Stadium Areas and on the rest of the Property, including ushers, (ii) providing crowd control and management within

the Shared Stadium Areas and on the rest of the Property (including, without limitation, removal of visibly intoxicated patrons and management of the orderly flow of crowds into and out of the Stadium and the Park Impact Area), (iii) providing and supervising first-aid personnel to operate one or more first aid facilities in the Shared Stadium Areas and one or more first aid facilities elsewhere on the Property as appropriate, (iv) providing emergency medical assistance, and (iv) providing such other personnel and services as are customary or appropriate in connection with the nature of such Team Event (including, without limitation, police detail for managing vehicular traffic within the Park Impact Area). For each Team Game, the Team shall operate and maintain the Shared Stadium Areas and the rest of the Property at least at the expected facility standard of the NWSL and otherwise in a high-quality standard and in compliance with all applicable Laws, this Agreement, the Lease, and the Granted Entitlements. For each Team Practice and Other Team Event (if any), the Team shall operate and maintain the Shared Stadium Areas and the rest of the Property in a high-quality standard and in compliance with all applicable Laws, this Agreement, the Lease, and the Granted Entitlements. For any Team Event, the Team shall be responsible for providing its own ambulances, medical equipment, facilities, trainers and doctors for the players, coaches, officials, spectators, and others participating in Team Event.

Section 5.2 Access Prior to Team Games. The City acknowledges that the Team Games may require the Team and certain Tenant Parties (e.g., visiting team personnel, NWSL personnel, media personnel, and broadcast teams) to have reasonable access to the Shared Stadium Areas on Team Game days in advance of such Team Game in order to prepare for the Team Game. The Team and any Tenant Parties may have such access to the Shared Stadium Areas provided that such access prior to 12:00 p.m. (noon) (ET) does not interfere with previously scheduled usage by the City and its constituents.

Section 5.3 Licenses and Permits. The Team, at its sole cost and expense, shall obtain and maintain any and all licenses, permits, approvals, certificates and authorizations from the City of Boston or any applicable Governmental Authorities necessary or appropriate to host any Team Event, and the City shall reasonably cooperate in the Team's pursuit of the foregoing consistent with its obligations as to the Leased Premises under Section 14.18 of the Lease, but in no event shall the City be required to prioritize the Team's pursuit or receipt of any of the foregoing.

Section 5.4 Alcohol Policy. The Team shall establish a commercially reasonable written policy with respect to the sale and consumption of alcoholic beverages at the Shared Stadium Areas during Team Events. The Team expressly acknowledges and agrees that such policy is being delivered to the City for informational purposes only, and no receipt, review or approval of such policy by the City, nor any comments, questions or feedback given with respect thereto by City, shall constitute the City's opinion that the same satisfy applicable laws or the City's grant of any permit or license to sell or serve alcohol; the Team remaining solely responsible for compliance with all applicable Laws in connection with the sale and consumption of alcoholic beverages at the Shared Stadium Areas during Team Events. The Team shall enforce such approved written policy with respect to the sale and consumption of alcoholic beverages at the Shared Stadium Areas. In all events, the policy shall forbid the sale of alcohol beverages to any individual who is intoxicated, to any individual not permitted by applicable law to purchase such beverages, and be consistent and in compliance with the general alcohol policies of the NWSL. The Team shall supervise the consumption of alcoholic beverages, and shall supervise and control the conduct of all event attendees in order to preserve the character of the Shared Stadium Areas

as a City-owned, sporting facility suitable for children and families. The Team shall be responsible, at its sole cost and expense, for obtaining and maintaining any requisite approvals, permits or licenses for the sale and consumption of any alcoholic beverages at the Shared Stadium Areas and the City shall reasonably cooperate in the Team's pursuit of the foregoing consistent with its obligations as to the Leased Premises under Section 14.18 of the Lease, but in no event shall such cooperation require the City to prioritize the Team's pursuit or receipt of the foregoing.

Section 5.5 Alcoholic Consumption. Without limiting the Team's indemnity obligations contained in this Agreement, it is the intention of the parties that the Team bear all risks relating to the storing, serving, and consumption of alcoholic beverages.

Section 5.6 Smoking. The Shared Stadium Areas shall be operated as a "No Smoking" stadium, and the Team shall prohibit smoking at the Shared Stadium Areas.

Section 5.7 Fireworks. Neither the Team nor any Tenant Party shall be permitted to utilize any firework or other pyrotechnic displays in connection with any Team Event.

Section 5.8 Hazardous Materials. Except for Hazardous Material contained in (a) products customarily used by tenants in de minimis quantities for ordinary cleaning purposes, and (b) fertilizers used in connection with the maintenance of the Playing Field which are consistent with the quantity, type, and quality used by other NWSL teams (collectively, "**Permitted Hazardous Materials**"), the Team shall not permit or cause any party to bring any Hazardous Material upon the Property (including the Shared Stadium Areas), or use, store, handle, treat, generate, manufacture, transport, release or dispose of any Hazardous Material in, on or from the Property (including the Shared Stadium Areas). With respect to any Permitted Hazardous Material, the Team's use, storage, handling, treatment, generation, manufacturing, transportation, release or disposal of same shall be in compliance with all applicable laws and in accordance with the highest industry standards. The Team hereby indemnifies the City Indemnified Parties (as defined below), and agrees to defend and hold the City Indemnified Parties harmless, from and against all Claims (as defined below) of any type arising from or in connection with contamination of the Property (including the Shared Stadium Areas) or any part thereof or any other property by Hazardous Materials caused by the Team or any Tenant Party or by the Team's use of the license granted herein. The provisions of this Section 5.8 shall survive the expiration or earlier termination of this Agreement.

Section 5.9 Temporary Facilities. In connection with Team Games, the Team shall ensure that such temporary facilities (e.g., additional waste and recycling receptacles, porta-potties, bike shelters) are available to support the anticipated crowds. The location and nature of such temporary facilities shall be subject to the City's prior approval, not to be unreasonably delayed, conditioned or withheld,.

ARTICLE 6

TEAM RESPONSIBILITIES

Section 6.1 Leased Premises. Throughout the Term, the Team shall comply with the Lease, including, without limitation, the provisions of Section 6.1 of the Lease, with respect to the Team's repair, maintenance and replacement obligations for the Leased Premises.

Section 6.2 City Shared Area. Throughout the Term (and on a year-round basis), the Team, as its sole cost and expense, shall perform the regular day-to-day cleaning of the City Shared Area and the removal and proper disposal of all trash, rubbish and waste from the City Shared Area, so as to maintain the City Shared Area in a clean, good and orderly condition and otherwise consistent with the its standards for the Team Shared Area.

Section 6.3 Exterior Landscaping. Throughout the Term (and on a year-round basis), the Team (at its sole cost and expense) shall only be responsible for the maintenance and landscaping of the areas outside of the Stadium to the extent depicted on **Exhibit E** attached hereto (the “**Surrounding Park Areas**”) so as to maintain such areas at all times in a condition consistent with the condition that the BPRD maintains park areas in the vicinity of the Stadium. Such maintenance shall include, without limitation, the removal of all weeds, cutting of grass, watering of landscaped areas, replacing of landscaping, and shoveling of snow. With respect to the Surrounding Park Areas, the Team and BPRD shall develop a mutually agreed maintenance plan which shall be attached hereto as **Exhibit E – 1** hereto (absent agreement on such plan, the BPRD shall have the right to establish a reasonable maintenance plan in light of the foregoing standard), and they shall regularly consult in connection with the landscaping conditions of the Surrounding Park Areas from time to time, and the Team shall consider and coordinate its efforts in good faith with suggestions and recommendations of the BPRD.

Section 6.4 Playing Field.

(a) General. Throughout the Term (and on a year-round basis), the Team, at its sole cost and expense, shall be responsible for performing and completing all maintenance, repair, and landscaping of the Playing Field, so as to maintain the Playing Field in a first-class professional condition and otherwise consistent with the standards of the NWSL. Such landscaping, repair and maintenance shall include (i) all necessary preparation and conditioning of the Playing Field before and after all Events (including, for the avoidance of doubt, the Team being responsible for any striping and lining required for BPS Games), and (ii) all landscaping, repair, and maintenance (including sodding and seeding).

(b) Overuse Restrictions. The City, in the City’s sole, but reasonable discretion and at all times generally consistent with the guidelines of the Massachusetts Interscholastic Athletic Association (or any successor organization thereto), and with due consideration for NWSL mandated field conditions of which the City has been notified of in writing, will take care to avoid use of the Playing Field in weather that would overly burden the Playing Field,.

Section 6.5 Team Events. The Team warrants that it will use good faith, commercially reasonable efforts to prevent damage to the Property (including the Shared Stadium Areas) and the Park Impact Areas and injury to any persons while on the Property (including the Shared Stadium Areas), and that Team will, at its sole cost and expense and to the City’s reasonable satisfaction, promptly repair any such damage to the Property (including the Shared Stadium Areas) and the Park Impact Areas that does occur, as a result of the Team’s use of the license granted herein or any act or omission of the Team or any Tenant Party; alternatively, at the City’s written election, the City may elect to repair any damage and the Team will reimburse the City within thirty (30) days after receipt of a written invoice from the City for all reasonable costs and expenses incurred by the City in connection therewith. If the City elects to repair the damage, but does not timely do

so, and such delay will interfere with a Team Game from being able to be held, then the Team may nevertheless undertake the repair with written notice to the City.

Section 6.6 Notice to the City and Team of Material Defects. The Team shall notify the City, by written notice, preceded by oral notice if written notice alone is not practicable, of material defects in, or material damage to or destruction of any part of the Team Shared Area, or material dangers or hazards on the Team Shared Area, promptly after the discovery of such conditions by the Team. The City shall not use or allow to be used any portion of the Team Shared Area which the Team has identified as a danger or hazard. The City shall notify the Team, by written notice, preceded by oral notice if written notice alone is not practicable, of material defects in, or material damage to or destruction of any part of the City Shared Area, or material dangers or hazards on the City Shared Area, promptly after the discovery of such conditions by the City. The Team shall not use or allow to be used any portion of the City Shared Area which the City has identified as a danger or hazard.

Section 6.7 Security. The Team shall contract with a reputable third-party security firm to provide security guards and night watchmen in order to effectively provide year-round protection and security of the Property (including the Shared Stadium Areas) at a reasonable level agreed upon by the City and the Team (the “**Baseline Security**”). The Team shall be responsible for ensuring that such security measures are applied in a non-discriminatory manner. The Team shall have no responsibility or liability for providing any enhanced or additional security that might be appropriate for a City Event.

Section 6.8 Existing Maintenance. The Team acknowledges that the City’s current maintenance services for the City Exclusive Area are governed by a collective bargaining agreement, and the Team agrees to consult and cooperate in good faith with the City and the applicable labor union(s) to discuss ongoing services and promote labor harmony in connection with the Team’s obligations hereunder.

Section 6.9 Lighting. The Team shall at all times be responsible for ensuring that security lighting is on at the Stadium from an hour before dusk to an hour after dawn. At all times when the Stadium is open to the general public, the Team shall ensure that there is sufficient lighting for the general public to safely use and enjoy the Track and the stairs of the Shared Stadium Areas.

Section 6.10 Gates. The Team shall at all times be responsible for opening and closing gates providing adequate access to the Stadium, and shall coordinate with the BPRD and Boston Police Department in connection with same. The Team shall ensure that such gates are opened when the Park is open for the general public, and that the gates are closed when the Park is closed to the general public; provided, however, that upon reasonable advance notice from the City, the Team shall cause such gates to be opened and/or closed at such other times as may be requested by the City.

Section 6.11 BPS and City of Boston Events; Non-Profit City Events, For-Profit City Events.

(a) BPS and City of Boston Events. With respect to City Events that are BPS related or hosted by the City of Boston or any department thereof, in addition to the Team's other obligations with respect to City Events set forth in this Agreement, the Team, at its sole cost and expense, shall be responsible for all cleaning and trash, rubbish and waste removal of the Shared Stadium Areas, the rest of the Property, and the Park Impact Areas, occasioned by the City's use of the Shared Stadium Areas so as to maintain the Property (including the Shared Stadium Areas) and the Park Impact Areas, in a clean and sanitary condition. In addition, the City shall also have the right to use the Stadium Fixtures (including, without limitation, the lights, scoreboard, and sound system, but operated by Team approved technicians) at the Team's cost (subject to the allocation of utilities as set forth in Article 7). In furtherance of the foregoing, the Team, at its sole cost and expense, shall provide an engineer/technician for the control room to operate the Stadium Fixtures during the aforesaid City Events, as further contemplated in Section 10.1.

(b) Non-Profit City Events. With respect to City Events that are hosted by a non-profit organization or others ("**Non-Profit City Events**"), in addition to the Team's other obligations with respect to City Events set forth in this Agreement, if the host of such event desires additional services in connection with such event, such as cleaning, trash removal or a technician to operate the Stadium Fixtures, then the host of such event may directly engage with the Team to provide such services, which services shall be offered at the Team's cost (including, if applicable, a reasonable administrative fee paid to a third party manager) without markup. A list of the categorical services is set forth as **Exhibit G** attached hereto (the "**List of Services**"). The List of Services shall only apply to Non-Profit City Events. The Team shall have the right to adjust the costs set forth on the List of Services on an annual basis to reflect any actual increase in the costs for the Team to provide such service (without markup). The host of a Non-Profit City Event may request a fee waiver with respect to any to be provided services, which fee waiver shall be subject to the approval of the Team in its sole discretion. It is the City's practice to require third party's using City property to obtain insurance. If given the nature and size of the event it is appropriate for the Team to charge the nonprofit event host a reasonable deposit to cover damage from the event, it may do so.

(c) For-Profit City Events. With respect to City Events that are hosted by a for-profit organization or others ("**For Profit City Events**"), the host of such event may directly engage the Team to provide services such as cleaning, trash removal or a technician to operate the Stadium Fixtures, etc. as part of the license from the Team required for such Event. As part of the license from the Team to the for profit host, the Team may require from the for profit host third party ad hoc event insurance and/or a security/damage deposit set by the Team given the nature, extent and expected attendance of such For Profit City Event. Notwithstanding the foregoing, a City Event that is hosted by a college or university shall be deemed a For Profit City Event.

ARTICLE 7 UTILITIES

(a) Team. Throughout the Term, the Team, at its sole cost and expense, shall be responsible for contracting with utility companies to provide all utilities to be consumed or used in or on the Team Shared Area and the Playing Field or in connection therewith (including, without limitation, gas, steam, electricity, water, sewer, telephone, and cable). The Team shall ensure that

all such utilities are available for City Events and during such times as the Team Shared Area are available for use by the general public.

(b) City. Throughout the Term, the City, at its sole cost and expense, shall be responsible for contracting with utility companies to provide all utilities to be consumed or used in or on the City Shared Area (but excluding the Playing Field) or in connection therewith (including, without limitation, gas, steam, electricity, water, sewer, telephone, and cable). The City shall ensure that all such utilities are available for Team Events.

(c) Cost of Utilities. Each of the City and the Team shall be responsible for paying for all utilities for which it is required to contract. If, due to infrastructure design, it is necessary for any party to contract for a utility for which the other party is responsible pursuant to clauses (a) and (b), then industry standard methods shall be used to allocate the cost of the utilities as contemplated by clauses (a) and (b).

ARTICLE 8 CONCESSIONS

(a) Concessions. Subject to the provisions hereof and the Lease, the Team shall have the right and obligation to select concessionaires for the Shared Stadium Areas during Team Events (only), and negotiate and enter into concession agreements for the Shared Stadium Areas during Team Events (only) to provide concession services for all Team Events occurring during the Term (such restrictions to Team Events shall not apply to the operation of the restaurant at the South Crescent Building). No contract or agreement entered into by the Team shall restrict in any way the City's rights with respect to concessions at City Shared Areas during non-Team Event times, and without limiting the foregoing the City may select and engage concessionaires for the Shared Stadium Areas during City Events. All concessionaires in the Shared Stadium Areas shall adhere to reasonable operational rules and regulations governing their operations as set by the Team; provided, the Team agrees to apply such rules and regulations in a consistent manner across all concessionaires. None of the year round proceeds from Concessions in the Grove area (other than from Events) shall be subject to Section 4.2 of the Lease.

(b) Labor Peace Agreements. Prior to entering into any concession agreements in accordance with Section 8(a) above, (i) the Team shall obtain one or more signed Labor Peace Agreements (each, an "LPA") with the labor organizations representing or seeking to represent food service/concession workers in connection with Concessions at the Property (inclusive of the Grove, but only to the extent a Stadium concessionaire is providing Concessions in the Grove), which LPA shall cover the Team and any licensee or subcontractor, as applicable, operating at the Property, including, as applicable, at the Grove; (ii) the Team shall have submitted to the City an attestation signed by each of the parties to each LPA indicating that such LPA has been executed; and (iii) each such LPA shall prohibit such labor organizations and their members from engaging in picketing, work stoppages, boycotts, or other economic interference with operations at the Property.

ARTICLE 9 NAMING RIGHTS; IMAGE RIGHTS; INTELLECTUAL PROPERTY

Section 9.1 City Shared Area Naming Rights. The City shall have the right to contract for and, receive all revenues from, and bear all costs associated with contracting for, the grant, licensing and sublicensing of any and all names or names associated with the entirety of and/or specific areas within the City Shared Area, Stadium, and/or Property (expressly including the City Retained Areas and excluding only the Leased Premises and Playing Field) (the “**City Naming Rights**”), the naming rights with respect thereto shall remain solely with the City. The City may grant, license, and sublicense the City Naming Rights under written agreements at any time. During the Term of this Agreement, the City hereby grants to the Team the limited, royalty free, revocable, non-exclusive, non-transferable right and license to use, reproduce and display the names established by the City under the City Naming Rights (the “**City Marks**”) in connection with Team Events and the Team’s operations; provided that the Team must obtain City’s prior written approval as to manner, purpose and form of use, content of materials, and location of publication or display prior to any and each use by the Team of the City’s Marks. The Team acknowledges that, except as set forth herein, the Team has no rights, title or interest in or to the City Marks and that all use of the City Marks by Team shall inure to the benefit of the City. No other uses of the City’s trademarks or intellectual property are permitted or authorized. Upon the expiration or earlier termination of this Agreement, the Team shall immediately cease use, distribution and display of any materials reflecting the City Marks. Notwithstanding the foregoing, the Team may refer to “White Stadium” and “George Robert White School Stadium,” without modification or alteration, as the location where the Team plays Team Games and conducts Team Events, provided it does not disparage such names.

Section 9.2 Leased Premises Naming Rights. The Team shall have no naming rights with respect to the Stadium or the Property as a whole. The Team shall have the right to contract for and, subject to the revenue sharing provisions set forth in the Lease, receive all revenues from, and bear all costs associated with the grant, licensing and sublicensing of any and all names or names associated with the Leased Premises (the “**Leased Premises Naming Rights**”), on the condition that: (a) the Team’s right to solicit and enter into any such agreement, and the Leased Premises Naming Rights granted to any person or entity shall not extend beyond the Term (and shall terminate in the event of any termination of the Lease or this Agreement), (b) each name and image associated with all or any portion of the Leased Premises shall be tasteful and not be a cause for embarrassment to the City or any public figure, (c) no display of any name or image pursuant to the Leased Premises Naming Rights shall be directly visible from outside of the Stadium (i.e. digital imagery broadcast via television, radio or internet from the Stadium for Team Games and Team Events being allowed), (d) no name or image shall relate to any of the prohibited topics set forth on **Exhibit F** attached hereto, (e) the Leased Premises Naming Rights shall be exercised in a manner that ensures the Stadium, as a whole, retains its character as a City-owned, sporting facility suitable for children and families (in the City’s reasonable discretion), and (f) any Leased Premises Naming Rights may only be illuminated during Team Events. The Team shall cause all such agreements and grants, licenses, and sublicenses of Leased Premises Naming Rights to be subject to the terms and conditions of this Agreement and the Lease. During the Term of this Agreement, the Team hereby grants to the City the limited, royalty free, non-revocable, non-exclusive, non-transferable right and license to use, reproduce and display any of the names established under the Leased Premises Naming Rights (the “**Team Marks**”) in connection with City Events and the City’s operations, on terms and conditions reasonably established by the Team. The City acknowledges that, except as set forth herein, all use of the Team Marks by City associated with the Team Shared Area shall inure to the benefit of Team. No other uses of the Team’s trademarks

or intellectual property are permitted or authorized. Upon the expiration or earlier termination of this Agreement, the City shall promptly cease use, distribution and display of any of the Team's trademarks or intellectual property.

Section 9.3 Playing Field Naming Rights. The Team shall have the right to sell naming rights to the Playing Field, provided the name is subject to the City's prior written approval, which approval may be granted, withheld, and/or conditioned in the City's reasonable discretion. All requests are to be submitted in writing to the City of Boston's Chief of Policy and Strategic Planning or such other individual designated from time to time by the City. If permitted by the City, the Team shall have the right to contract for and, subject to the revenue sharing provisions set forth in the Lease, receive all revenues from, and bear all costs associated with the grant, licensing and sublicensing of any and all names or names associated with the Playing Field itself (as opposed to naming rights with respect to the Stadium as a whole) (the "**Playing Field Naming Rights**"), on the following conditions (and any other conditions imposed by the City): (a) the Team's right to solicit and enter into any such agreement, and the name or image pursuant to the Playing Field Naming Rights shall not extend beyond the Term (and shall terminate in the event of any termination of the Lease or this Agreement), (b) each name associated with the Playing Field shall be tasteful and not be a cause for embarrassment to the City or any public figure, (c) no display of any name or image shall be directly visible from outside of the Stadium (i.e. digital imagery broadcast via television, radio or internet from the Stadium for Team Games and Team Events being allowed), (d) the Playing Field shall bear no more than three (3) advertising logos, graphics, or text area, in the aggregate, at any one time, and shall otherwise be consistent with the approved Signage Plan (which advertising logos, graphics, and text area shall only be visible during Team Games and which the Team shall wash off (or otherwise remove from) the Playing Field following the conclusion of the Team Game), (e) no name or image associated with the Playing Field shall relate to any of the prohibited topics set forth on **Exhibit F** attached hereto, (f) the Playing Field Naming Rights shall be exercised in a manner that ensures the Stadium, as a whole, retains its character as a City-owned, sporting facility suitable for children and families (in the City's reasonable discretion), (f) the display of any name shall expressly include "at White Stadium" at the end in size and prominence equal to that of the Playing Field name and logo, and (g) any Playing Field Naming Rights may only be illuminated during Team Events. The Team shall cause all such agreements and grants, licenses, and sublicenses of the Playing Field Naming Rights to be subject to the terms and conditions of this Agreement and the Lease. During the Term of this Agreement, the Team hereby grants to the City the limited, royalty free, non-revocable, non-exclusive, non-transferable right and license to use, reproduce and display any of the names established under the Playing Field Naming Rights (the "**Playing Field Marks**") (if any) in connection with City Events and the City's operations, on terms and conditions reasonably established by the Team. The City acknowledges that, except as set forth herein, all use of the Playing Field Marks by City associated with the Playing Field shall inure to the benefit of Team. Upon the expiration or earlier termination of this Agreement, the City shall promptly cease distribution and display of any of the Team's trademarks or intellectual property.

Section 9.4 Signage Plan. Reference is made to the approved Signage Plan as set forth in Section 15.19 of the Lease. Tenant shall have the naming rights, sponsorship rights, and advertising rights as set forth in this Article 9 and Article 11, which rights shall be coordinated with the approved Signage Plan. Any Team signage shall only be illuminated during Team Events.

ARTICLE 10

VIDEO/COMMUNICATIONS SYSTEMS

Section 10.1 Use of Video/Communication Systems. During City Events, the grant of the right of the City to use and occupy the Team Shared Area shall expressly include the right to use and access the “control room” located within the Team Shared Area (i.e., the room containing the controls for the Stadium Fixtures, including, the scoreboard, sound systems, video/advertising display boards, lighting, and other communication, video and related systems) and use the equipment and systems therein and/or controlled therefrom. The Control Room contains certain video, communication, and related systems which can record, capture, amplify, and transmit voice, audio, data, radio, video and other multimedia, as well as illuminate the Playing Field and Track for evening events, or which control such systems. Given the complexities of the equipment in the control room, the Team, at its sole cost and expense, shall provide an engineer/technician for each City Event to ensure the proper operation and functionality of the equipment during City Events (except that in the case of Non-Profit City Events, the Team shall only be required to provide the same if requested by the host of such Non-Profit City Event and paid for at cost by the host of the Non-Profit City Event, and in the case of For Profit City Events, the Team shall only be required to provide the same if agreed to in the Team’s license with the host of such For Profit City Event and with the financial arrangements specified in such license).

ARTICLE 11

ADVERTISING

Section 11.1 Team Advertising Rights. The Team shall have the right to sell, and, subject to the revenue sharing provisions set forth in the Lease, to retain all revenue from, and bear all costs associated with advertising displays within all parts of the Leased Premises and specified, limited other portions of the Stadium designated in the approved Signage Plan (such signage outside of the Leased Premises to be temporary and only visible during Team Events) on the condition that: (i) the Team’s right to solicit and enter into any such agreement for, and the advertising rights granted to any person or entity, shall not extend beyond the Term (and shall terminate in the event of any termination of the Lease or this Agreement), (ii) all advertising within all or any portion of the Leased Premises and the Stadium according to the approved Signage Plan shall be tasteful, not be a cause for embarrassment to the City, and not contain anything political in nature, (iii) no advertising shall be directly visible from outside of the Stadium, (iv) all advertising shall only be visible during Team Events (and shall otherwise be covered or removed), (v) no advertising shall relate to any of the prohibited topics set forth on **Exhibit F** attached hereto (provided **Exhibit F** shall not be applicable to (x) temporary advertising only in place during Team Games in the Stadium, and (y) advertising wholly within the interior of the Team Exclusive Area not visible from any area outside the Team Exclusive Area), (vi) such advertising rights shall be exercised in a manner that ensures the Stadium, as a whole, retains its character as a City-owned sporting facility and is suitable for children and families (in the City’s reasonable discretion), and (vii) shall not violate the approved Signage Plan. During Team Events, subject to the aforementioned conditions (with the conditions applicable to the Leased Premises being applicable

to any such temporary advertising in the City Shared Area) and provided that no such temporary advertising blocks or interferes with any advertising located with the City Shared Area in any manner, the Team may sell temporary advertising for display in the Shared Stadium Areas. All such temporary advertising shall be freestanding and shall not be affixed in any way to the City Shared Area. The Team shall (a) remove (or if agreed to by the City, cover) such temporary advertising it has placed within any of the City Shared Area immediately after the conclusion of any Team Event, (b) store such removed temporary advertising within the Team Exclusive Area (and ensure that such stored advertising is not visible from outside the Team Exclusive Area), and (c) pay any cost to repair all damage to the City Shared Area occasioned by such removal.

Section 11.2 City Advertising Rights. Notwithstanding the provisions of Section 11.1, during City Events, the City shall have the right to sell, and retain all revenue from, and bear all costs associated with (i) temporary advertising displays in the Shared Stadium Areas (including the Stadium Fixtures), which temporary advertising may be placed within the Team Shared Area (provided any advertising in the Team Shared Area is freestanding and not affixed to the Team Shared Area in any way), and (ii) fixed or free standing advertising displays in the City Shared Area and elsewhere on the Property. The City shall remove any temporary advertising it has placed within the Team Shared Area after the conclusion of any City Event, and shall pay any cost to repair all damage to the Team Shared Area occasioned by such removal. Additionally, for the duration of each City Event, the City shall have the right to cover temporarily any of the Team's advertising displayed in the Team Shared Area so the same are not visible during such City Event.

ARTICLE 12 PRIMARY VENUE

Section 12.1 Primary Venue. The Team covenants and agrees that, except as otherwise agreed to in writing by the City, beginning on the Commencement Date and ending on the expiration of the Term, during each NWSL season, the Team will play Team Games at the Stadium as its primary seasonal home venue. However, the Team may play Team Games at other venues.

Section 12.2 Prohibitions. The City agrees not to lease the Playing Field to any professional sports team during the Term of this Agreement without the prior written consent of the Team; provided, however, the City is permitted to license the use of the Playing Field for other sporting events (other than football during the NWSL season), whether intercollegiate, amateur, professional, or other; provided any for-profit uses shall be required to obtain a license from the Team (in its sole and absolute discretion) for the use of the Team Shared Area, which license may be upon such terms and conditions (including without limitation third party ad hoc event insurance and/or security/damage deposits) as the Team and such user may agree.

ARTICLE 13 PARKING

Section 13.1 TAPA. The Team shall abide at all times by the requirements set forth in the TAPA.

ARTICLE 14 NO ASSIGNMENT

Section 14.1 No Assignment. The Team shall not, under any circumstances, mortgage, pledge, hypothecate, encumber, or grant a security interest in or upon its rights under this Agreement. Furthermore, the Team shall not sell, assign, transfer (directly or indirectly), sublet, or license its rights under this Agreement without the prior written consent of the City (in the City's sole and absolute discretion), except to the transferee under a Permitted Transfer under the Lease (it being acknowledged that at all times the entity that is the "Tenant" under the Lease shall at all times be the same entity that is the "Team" under this Agreement and this Agreement shall be assigned to the "Tenant" under the Lease simultaneously with any transfer of the Lease).

ARTICLE 15 INDEMNIFICATION; INSURANCE

Section 15.1 Team's Indemnification. The Team agrees to defend (with counsel chosen by City), indemnify and hold harmless the City (and the City of Boston), and its and their elected officials, appointed officials, officers, directors, trustees, employees, managers, attorneys, agents, sub-agents, contractors, subcontractors, vendors, representatives, agencies, authorities, departments, and affiliates (collectively, "**City Indemnified Parties**") from and against any and all liabilities, losses, damages (including, without limitation, punitive damages and damages based upon diminution in value of the Property, or 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 (whether or not based upon personal injury, death to persons or property damage occurring within or about the Leased Premises or Property), 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 City Shared Area and/or remainder of the Property by the Team or any Tenant Party (including without limitation players and spectators), including, without limitation, any Claims arising from the Team's exercise of the naming and advertising rights granted herein, or a breach or default by the Team in the performance of any of its obligations hereunder.

The City Indemnified Parties shall not be liable to the Team for, and the Team assumes all risk of damage to, any personal property. The Team further waives any and all Claims for injury to the Team's business or loss of income relating to any such damage or destruction of personal property. The City 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 the City which would exist at common law or under any other provision of this Agreement or the Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with Article 7 of the Lease. The obligations of the Team under this Section 15.1 shall survive the expiration or any earlier termination of this Agreement.

Section 15.2 Insurance.

(a) The Team shall cause all insurance required to be carried pursuant to the terms of the Lease to also apply with respect to this Agreement, the City Shared Area, and any other areas for which the Team is responsible for maintaining or has a right to use, and all activities in connection therewith, and, solely for the purposes of this sentence, the City Shared Area and such other areas shall be deemed to be part of the Leased Premises with respect to the Team's insurance obligations and required insurance coverages applicable to such areas.

(b) To the extent any vendors, contractors, or subcontractors of the Team will use any portions of the City Shared Area or any other areas which the Team is responsible for maintaining or has a right to use, then the Team shall cause such vendor, contractor or subcontractor to carry the insurance required to be carried pursuant to the terms of the Lease to apply with respect to such areas.

ARTICLE 16 NOTICES

Section 16.1 Notices. All notices, requests, consents, approvals and other communications required under this Agreement shall be in writing and given in accordance with the notice provisions of the Lease; the City being deemed the "Landlord" and the Team being deemed the "Tenant."

ARTICLE 17 DEFAULTS

Section 17.1 Performance Obligation Defaults.

(a) If the Team fails to perform any of its obligations set forth in this Agreement (each, a "**Performance Obligation**"), then the City (acting by or through BPS, BPRD, the Boston Public Facilities Department, the Boston Transportation Department, or such other department of the City of Boston, as determined by the City) may issue a written notice (an "**Operational Violation Notice**"), which notice shall specify in reasonable detail (to the extent known) the nature and extent of such violation. Such failure by the Team to perform is referred to herein as an "**Operational Violation**."

(b) The first two (2) Operational Violations in any given calendar year shall be without the requirement of the Team to pay any liquidated damages, provided that the Team has effectuated a cure as to each such violation at the earliest practicable time under all then prevailing circumstances, but in any event within thirty (30) days following delivery of an Operational Violation Notice, unless such violation cannot be cured by the payment of money, or is curable but cannot with diligence be reasonably cured within a period of thirty (30) days, in which case the Team shall be entitled to such additional time as is reasonably necessary to cure such violation (but not more than ninety (90) days in the aggregate following the delivery of such Operation Violation Notice), provided the Team commences the cure within thirty (30) days and diligently and continuously pursues the same to completion.

(c) The third and each subsequent Operational Violation in any given calendar year shall incur a liquidated damages amount due from the Team to the City, such amount being \$10,000 in Constant Dollars (as defined below) for the third Operational Violation and increasing by 5% for each such subsequent Operational Violation within such calendar year. The term “**Constant Dollars**” shall mean the present value of the dollars to which such phrase refers, and an adjustment shall occur on each annual anniversary of the Effective Date. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number (as defined below) and the denominator of which is the Base Index Number (as defined below). The “**Base Index Number**” shall be the level of the Index (as defined below) for the calendar month in which the Effective Date occurs, the “**Current Index Number**” shall be the level of the Index for the calendar month in which the adjustment is to take place, and the “**Index**” is the Consumer Price Index-All Urban Consumers (Boston-Cambridge-Newton, MA) All Items Base (1982-84=100) or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the City shall substitute for the Index comparable statistics as computed by an agency of the United States government or, if none, by a periodical or publication of recognized authority closely approximating the result that would have been achieved by the Index. For the avoidance of doubt, the payment of such monetary penalty shall not obviate the Team’s obligation to effectuate the cure of such Operational Violation. The Parties agree that the liquidated damages and this subsection (c) is not intended and shall not limit in any way the City’s other rights or remedies set forth herein with respect to an Operational Violation. Such liquidated damages amount shall be due and payable from the Team to the City within thirty (30) days of the Team’s receipt of an Operational Violation Notice.

(d) To the extent any Operational Violation of the same nature occurs twice within any given calendar year, then, without limiting the other remedies and provisions hereof, the Team shall be obligated to present to the City an operations mitigation plan (an “**Operations Mitigation Plan**”) within thirty (30) days of the occurrence of such second Operational Violation so as to minimize any potential future Operational Violations of the same nature at the Team’s expense. By way of example only, if failure to pick up trash is the cause of the repeated Operational Violation, then such Operations Mitigation Plan will address measures to mitigate future trash violations, such as hiring more clean up staff and providing more trash cans at the Team’s expense, or if noise is the cause of the repeated Operational Violation, then such Operations Mitigation Plan will address measures to mitigate future noise violations, such as redirecting speakers or implementing sound dampening measures at the Team’s expense. After the City’s receipt of such Operations Mitigation Plan, the Chief of Policy and Strategic Planning of the City of Boston (or such other official of the City as may from time to time be designated in writing by City), on behalf of the City, and the Director of Operations (or such other executive of the Team as may from time to time be designated in writing by Team), on behalf of the Team, shall meet in good faith to negotiate and agree upon a final version of the applicable Operations Mitigation Plan. If the City and the Team reach agreement on a final version of the applicable Operations Mitigation Plan, then the agreed to Operations Mitigation Plan shall be referred to as an “Approved Operations Mitigation Plan.” If the City and the Team are unable to reach agreement on a final version of the applicable Operations Mitigation Plan within thirty (30) days after the City’s receipt of such Operations Mitigation Plan, then either party may submit the dispute under the arbitration provisions under Section 18.3 hereof. The arbitrator’s ruling shall be deemed final, binding and conclusive on the parties, and the Operations Mitigation Plan approved by the arbitrator shall be

deemed an Approved Operations Mitigation Plan; provided, however, no Approved Operations Mitigation Plan shall reduce the Team's obligations or increase the City's obligations. The Approved Operations Mitigation Plan shall become a part of this Agreement without the need for any amendment, and the Team shall be required to comply with the obligations set forth therein.

(e) The fourth Operational Violation in any given calendar year shall be deemed an **"SUA Default."** Any SUA Default under this Agreement shall be deemed a default under the Lease, which may ripen into an "Event of Default" thereunder in accordance with the terms and provisions of the Lease.

(f) Notwithstanding anything to the contrary contained in this Section 17.1, all Operational Violations for the first two Team Games during (a) the Team's inaugural season at the Stadium when the entire Stadium is incomplete (if applicable), and (b) the Team's inaugural season at the Stadium when the entire Stadium is completed, shall not be included for the purposes of determining (i) the onset of monetary penalties for subsequent Operational Violations (as contemplated by the clause (c) of this Section 17.1), (ii) the requirement to provide an Operations Mitigation Plan (as contemplated by clause (d) of this Section 17.1), or (iii) the occurrence of an SUA Default (as contemplated by the clause (e) of this Section 17.1); provided, however, the foregoing shall not be deemed to relieve the Team of the obligation to cure such Operational Violation(s) or prohibit the City's exercise of its rights under Section 17.2 with respect to such Operational Violation(s).

Section 17.2 Substitute Performance by City. The City, without thereby waiving such Operational Violation, may perform some or all of the breached obligations for the account and at the expense of the Team with such advance notice, if any, as may be practicable under the circumstances. All actual costs and expenses incurred by the City in connection with any such performance by it for the account of the Team and also all costs and expenses, including attorneys' fees and disbursements incurred by the City in any action or proceeding brought by City to enforce any obligation of the Team under this Agreement, 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 the Team to the City on demand. Nothing herein shall be construed to create or impose a duty on the City to cure any Operational Violation or mitigate any damages resulting from any Operational Violation hereunder.

Section 17.3 Performance under Protest. If the Team disagrees with an Operational Violation Notice, then the Team may perform the cure of the asserted Operation Violation under protest, which shall not be regarded as voluntary performance. If there was, in fact, no Operational Violation, the City will reimburse the Team for all costs and expenses incurred by the Team in curing such wrongfully asserted Operational Violation, with interest at the Base Interest Rate.

ARTICLE 18 MISCELLANEOUS

Section 18.1 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 Agreement, 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.

Section 18.2 No Broker. The City and the Team 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. The City and the Team each hereby agrees 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 the City or the Team, as applicable, with regard to this transaction.

Section 18.3 Arbitration. Section 15.4 of the Lease is hereby incorporated by reference; provided, however, the references to “Landlord” shall be deemed to mean the “City,” and the references to “Tenant” shall be deemed to mean the “Team.”

Section 18.4 Recordation. This Agreement shall not be filed by or on behalf of the Team in any public record; provided, however, the Team may reference this Agreement in any notice of lease that is recorded, as contemplated by the Lease.

Section 18.5 Time of Essence. Time is of the essence of this Agreement, 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 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 Agreement shall be determined by taking into account the provisions of Force Majeure as set forth in Section 18.1 and 18.2 of the Lease, if and as applicable.

Section 18.6 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 Agreement or any exhibits or amendments hereto. Each term and provision of this Agreement to be performed and observed by the Team shall be construed to be both a covenant and a condition. The Team’s covenants contained in this Agreement are independent and not dependent, and the Team hereby waives the benefit of any statute or judicial law to the contrary.

Section 18.7 Not Binding Until Executed. The submission by the City to the Team of this Agreement shall have no binding force or effect, shall not constitute an option for rights to be granted herein, and shall not confer any right or impose any obligations upon either Party. This Agreement shall be binding on the Parties only if and when each of this Agreement and the Lease have been executed by both Parties.

Section 18.8 Invalidity of Provisions. If any provision of this Agreement is made unenforceable, such shall not affect the enforceability of any other provision, and the unenforceable provision shall be deemed reformed to the minimum extent possible to render it enforceable while still giving effect as nearly as possible to the original intention of such provision.

Section 18.9 Binding Effect. Except as otherwise provided in this Agreement, all of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective authorized successors and assigns of the City and the Team to the same extent as if each such successor and assign were in each case named as a party to this Agreement.

Section 18.10 Pronouns. Whenever the context may require, any pronouns used in this Agreement 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.

Section 18.11 Rights of Others. Except as expressly set forth herein, nothing in this Agreement 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 Agreement; provided the City of Boston is an intended third-party beneficiary hereof.

Section 18.12 Amendment. This Agreement may be amended, modified or supplemented but only in a writing signed by each of the Parties.

Section 18.13 Captions and Headings. The captions and headings throughout this Agreement 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 Agreement.

Section 18.14 Governing Law; Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts, excluding any principles of conflicts of laws. Each Party acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement shall be dealt with by application of the laws of the Commonwealth of Massachusetts and, except for required arbitration, 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 Agreement. 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.

Section 18.15 Estoppel Certificate. The City and the Team, 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 Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified, and stating the modifications);
- (ii) whether or not, to the knowledge of the City or the Team, as the case may be, there are then existing any defaults under this Agreement (and if so, specifying the same and status of any notice or cure periods related thereto); and
- (iii) such other factual matters relating to this Agreement as may be reasonably required.

Section 18.16 Limitation on the City's Liability. Section 15.20(a) of the Lease is incorporated herein by reference; provided, however, the references to "Landlord" shall be deemed to mean the "City," and the references to "Tenant" shall be deemed to mean the "City."

Section 18.17 No Waiver of City's Defenses. In the defense of any claim, demand, expense or liability on behalf of the City which is to be defended by the Team as provided in this Agreement (even if such claim, demand, expense or liability is groundless, false or fraudulent), the Team 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 the City, waive any defense, including without limitation any defense involving in any way the jurisdiction of the tribunal over the person of the City, the immunity of the City (including the City of Boston), its members, officers, agents or employees, the governmental nature of the City or the provisions of any statutes respecting suits against the City.

Section 18.18 OFAC. The Team and all beneficial owners of the Team are currently (a) in compliance with and shall at all times during the Term of this Agreement remain in compliance with the regulations of the OFAC and of the OFAC Rules, (b) not listed on, and shall not during the Term of this Agreement 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.

Section 18.19 Entire Agreement. This Agreement, including the Exhibits attached hereto, and the Lease, collectively, constitute the entire agreement between the City and the Team pertaining to the subject matter hereof and thereof, respectively, and this Agreement and the Lease 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 in this Agreement and the Lease, respectively.

Section 18.20 Counterparts. This Agreement 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 E-SIGN 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 Agreement and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

Section 18.21 Relationship of the Parties. The Team and the City are independent parties and nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency or employer-employee relationship among them or to grant to any of them any right to assume or create any obligation on behalf of or in the name of the others of them.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

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

TEAM:

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: Jennifer Epstein
Name: Jennifer Epstein
Title: Controlling Manager

CITY:

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

By: Mary Skipper
Name: Mary Skipper
Title: Superintendent

THE BOSTON PARKS AND RECREATION DEPARTMENT

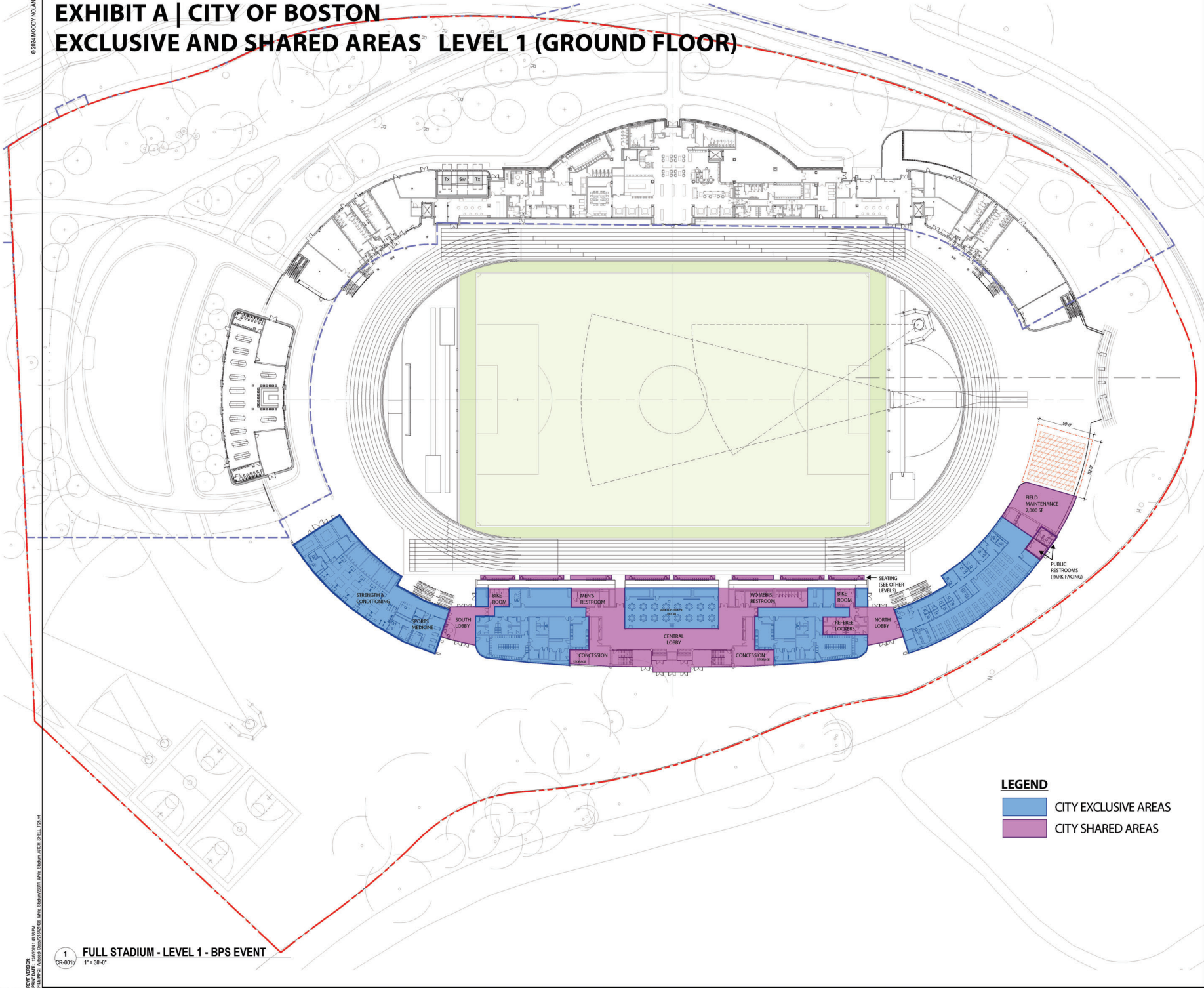
By: Liza Meyer
Name: Liza Meyer
Title: Interim Commissioner & Chief Landscape Architect

EXHIBIT A

City Exclusive Area and City Shared Area

[Attached]

EXHIBIT A | CITY OF BOSTON
EXCLUSIVE AND SHARED AREAS LEVEL 1 (GROUND FLOOR)

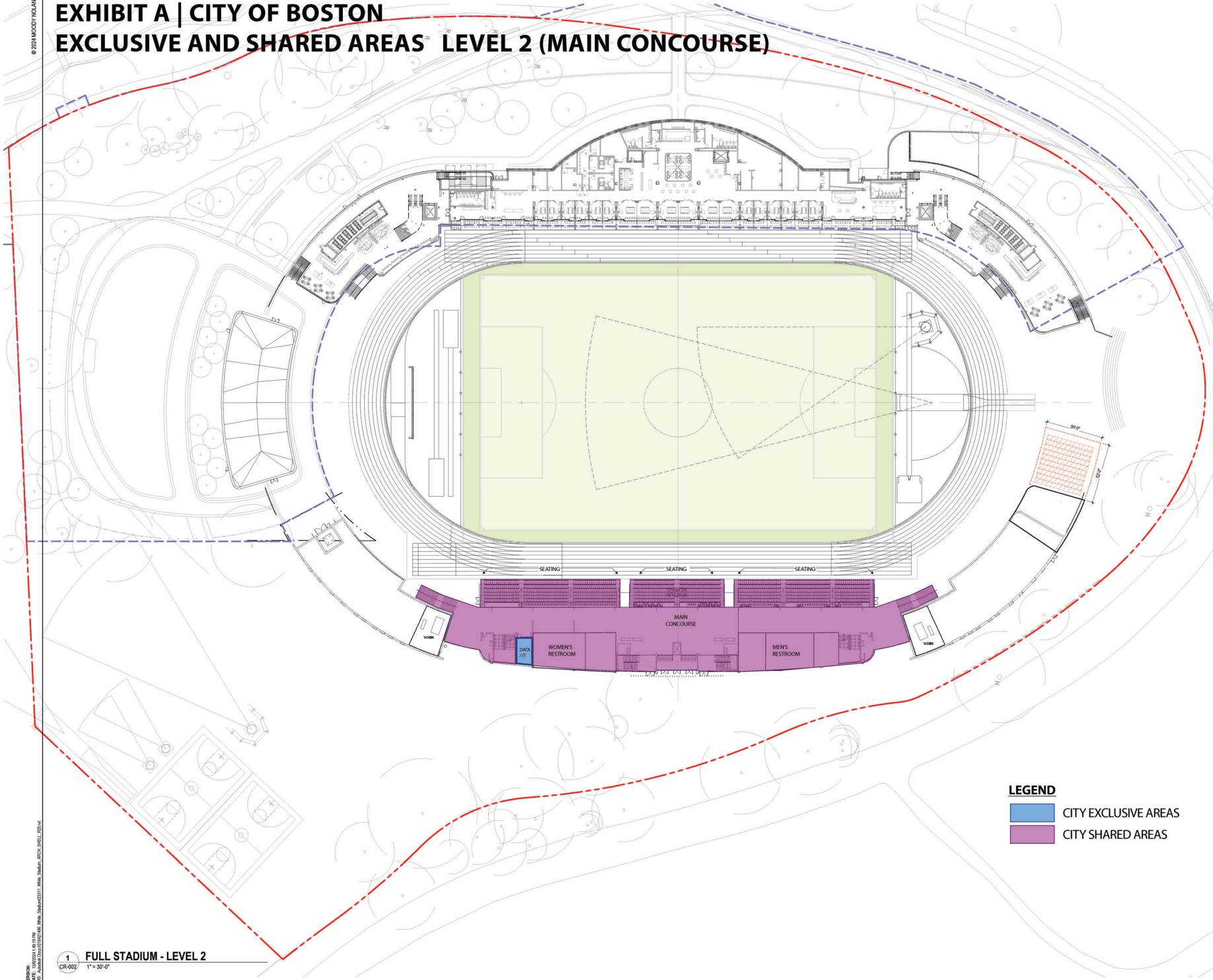


LEGEND

CITY EXCLUSIVE AREAS

CITY SHARED AREAS

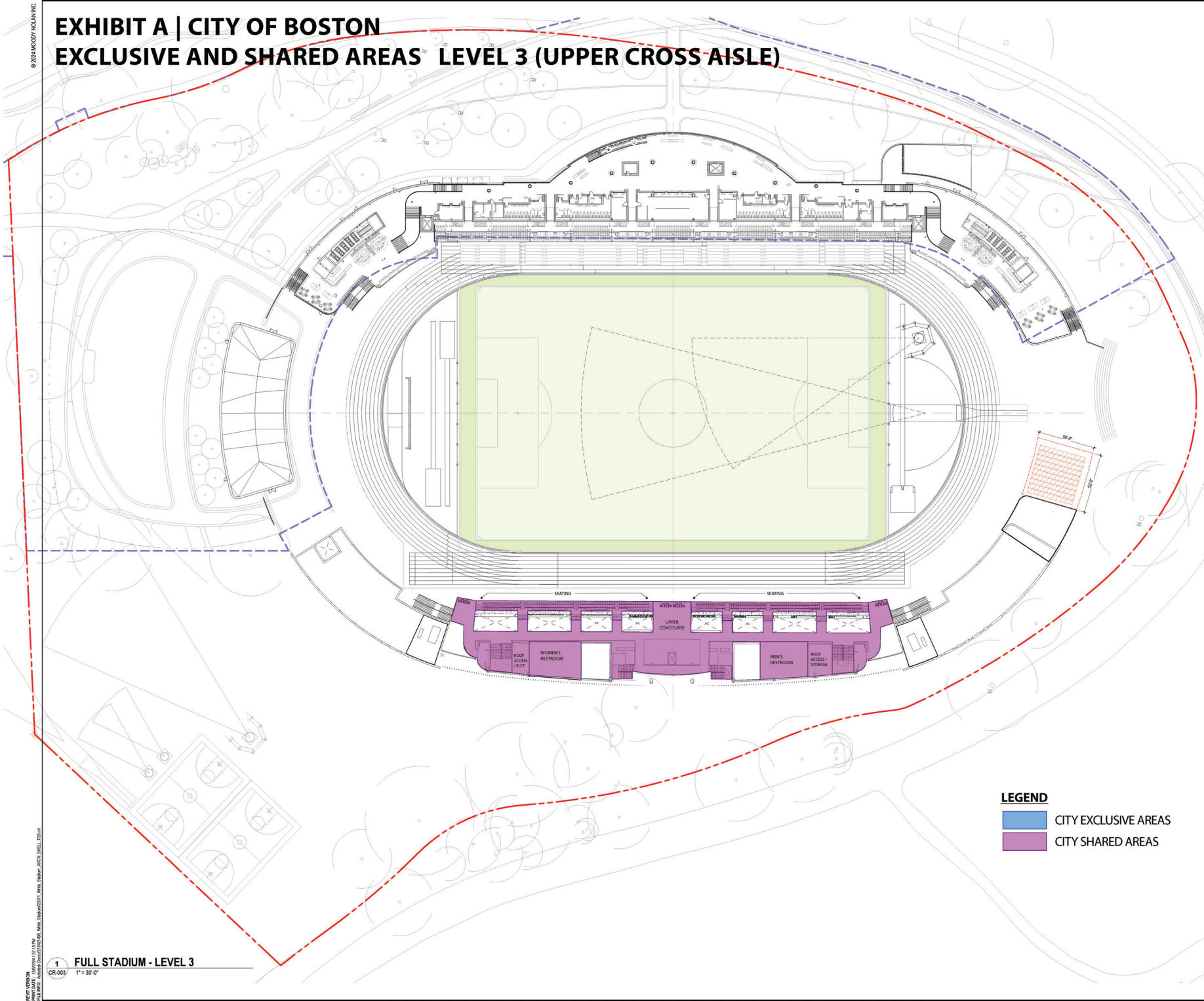
EXHIBIT A | CITY OF BOSTON EXCLUSIVE AND SHARED AREAS LEVEL 2 (MAIN CONCOURSE)



LEGEND

- CITY EXCLUSIVE AREAS
- CITY SHARED AREAS

EXHIBIT A | CITY OF BOSTON
EXCLUSIVE AND SHARED AREAS LEVEL 3 (UPPER CROSS AISLE)

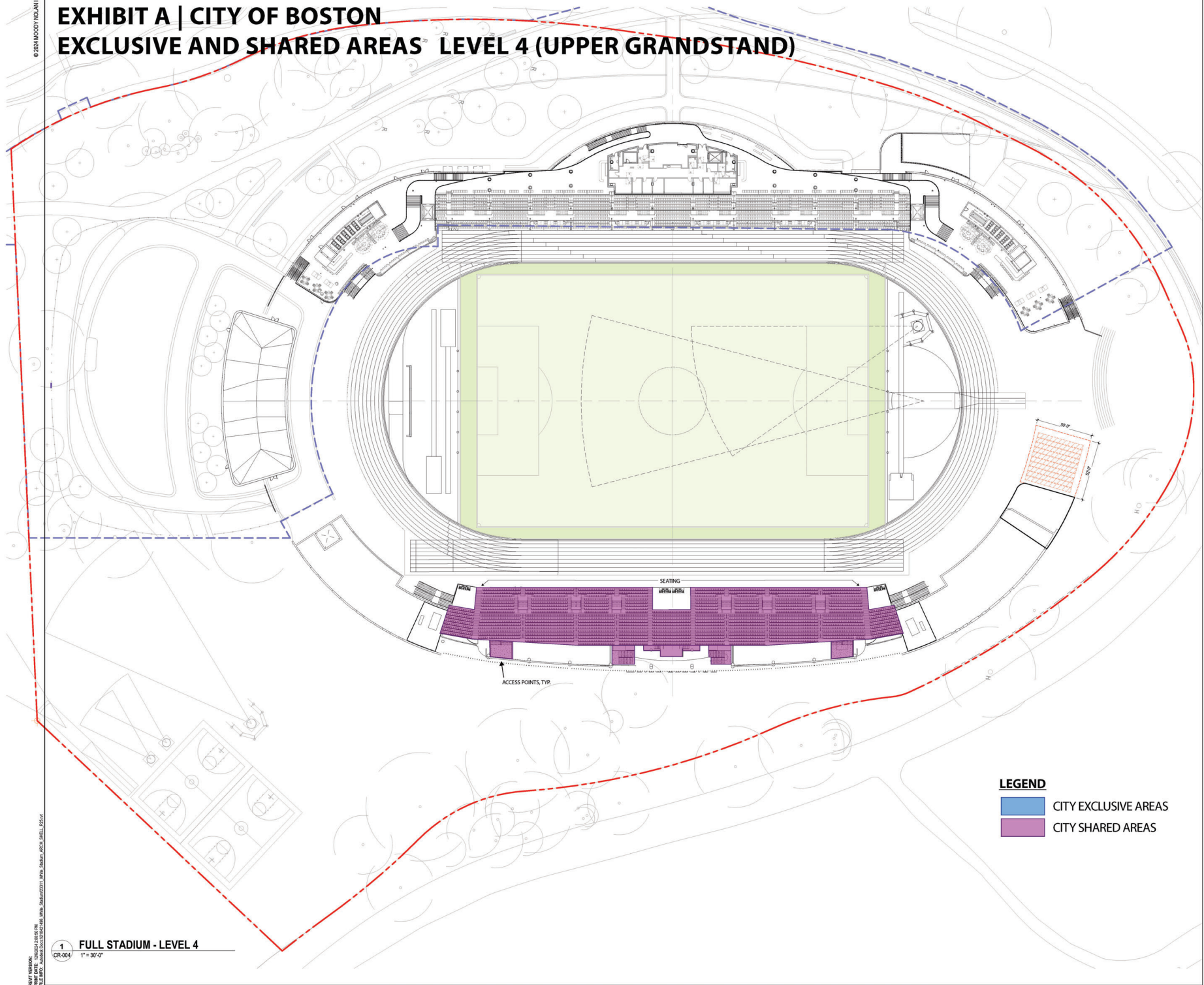


LEGEND

CITY EXCLUSIVE AREAS

CITY SHARED AREAS

EXHIBIT A | CITY OF BOSTON EXCLUSIVE AND SHARED AREAS LEVEL 4 (UPPER GRANDSTAND)



LEGEND

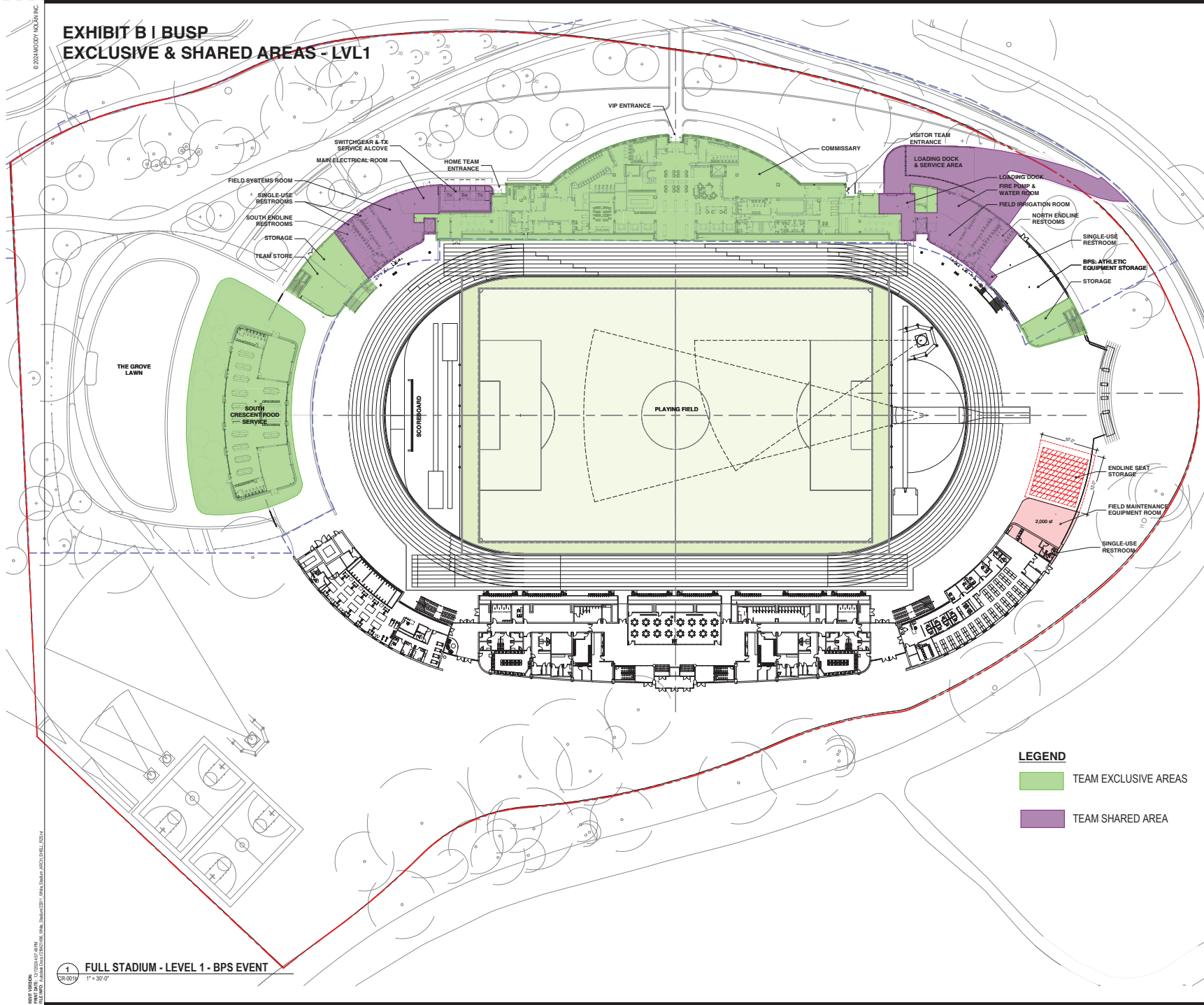
- CITY EXCLUSIVE AREAS
- CITY SHARED AREAS

EXHIBIT B

Team Exclusive Area and Team Shared Area

[Attached]

EXHIBIT B | BUSP
EXCLUSIVE & SHARED AREAS - LVL 1



- LEGEND**
- TEAM EXCLUSIVE AREAS
 - TEAM SHARED AREA

#	DATE	CHANGE DESCRIPTION



WHITE STADIUM
400 WILMINGTON AVENUE
BOSTON, MA 02109
FOR
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

Stantec

ISSUED FOR:
EXHIBIT B.1 | LEVEL 1



PROGRESS
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NOT FOR
CONSTRUCTION

2024.12.06

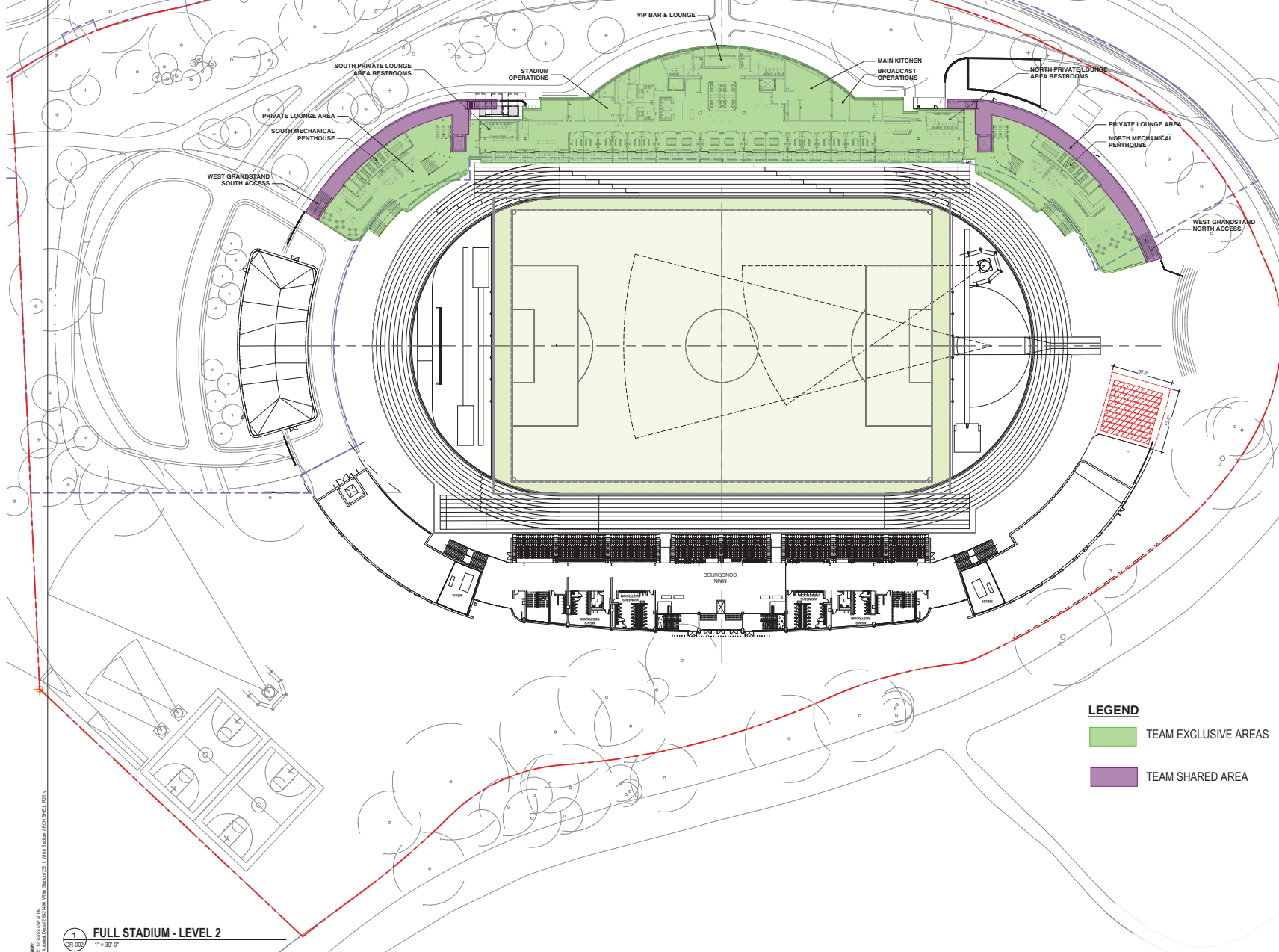
CR-001b

FOR REFERENCE

© 2024 MOODY NOLAN INC.
10001 WILMINGTON AVENUE, SUITE 200, BOSTON, MA 02109
PH: (617) 535-7685
WWW.MOODYNOLAN.COM
10001 WILMINGTON AVENUE, SUITE 200, BOSTON, MA 02109
PH: (617) 535-7685
WWW.MOODYNOLAN.COM

© 2024 MOODY NOLAN INC.
100% MOODY NOLAN
PROJECT NO. 230200-000-000
DATE: 12/06/2024
DRAWN BY: J. KELLY
CHECKED BY: J. KELLY
APPROVED BY: J. KELLY
SCALE: 1" = 30'-0"

EXHIBIT B | BUSP EXCLUSIVE & SHARED AREAS - LVL2



- LEGEND**
- TEAM EXCLUSIVE AREAS
 - TEAM SHARED AREA

#	DATE	CHANGE DESCRIPTION

WHITE STADIUM
400 WILMINGTON AVENUE
BOSTON, MA 02109
FOR
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

Stantec

PROJECT TITLE
EXHIBIT B.1 | LEVEL 2

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CONSTRUCTION

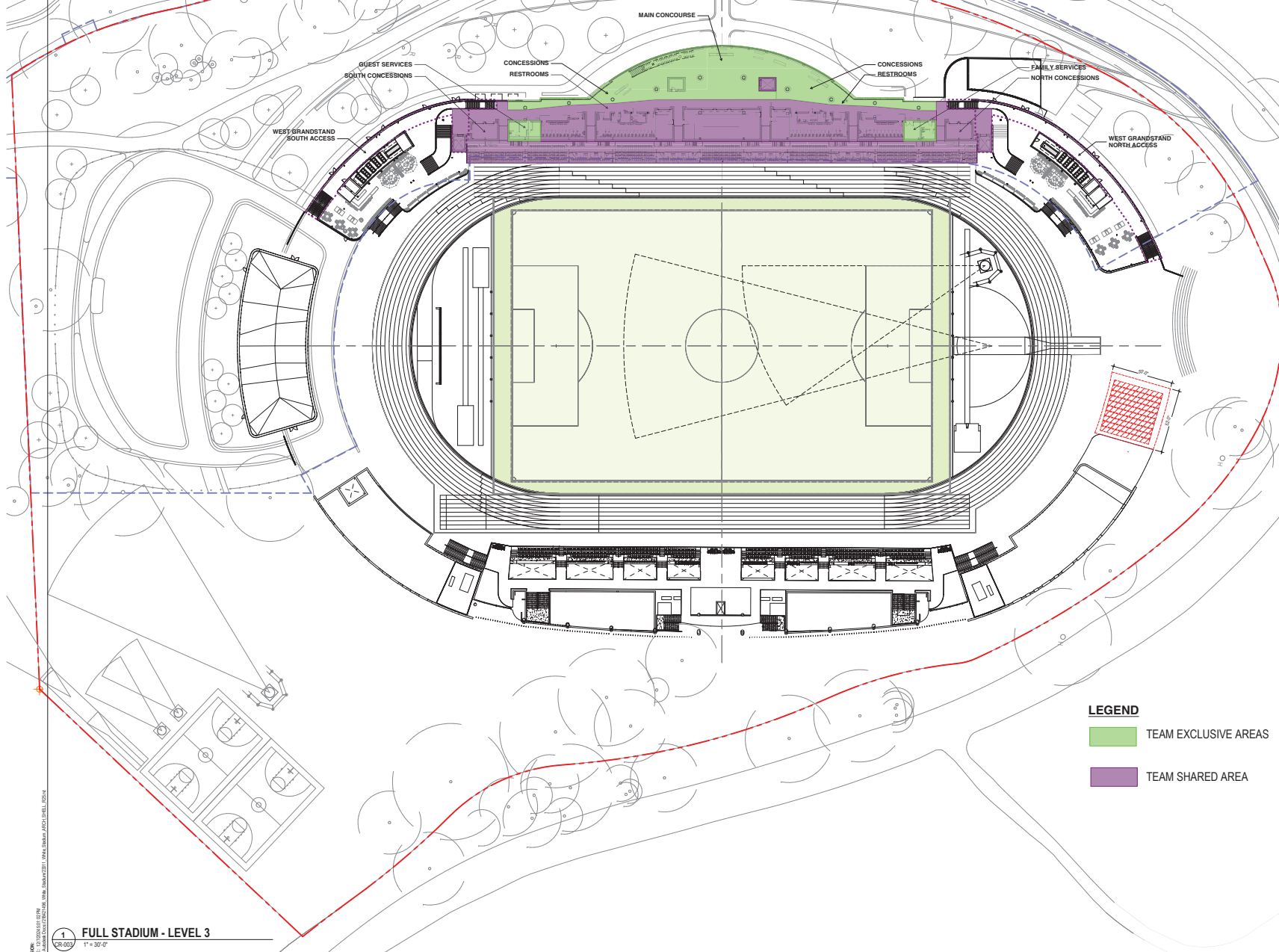
2024.12.06

CR-002

FOR REFERENCE

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EXHIBIT B | BUSP EXCLUSIVE & SHARED AREAS - LVL3



- LEGEND**
- TEAM EXCLUSIVE AREAS
 - TEAM SHARED AREA

1 FULL STADIUM - LEVEL 3
1" = 30'-0"

#	DATE	CHANGE DESCRIPTION



WHITE STADIUM
400 WASHINGTON AVENUE
BOSTON, MA 02109
FOR
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

EXHIBIT B.1 | LEVEL 3



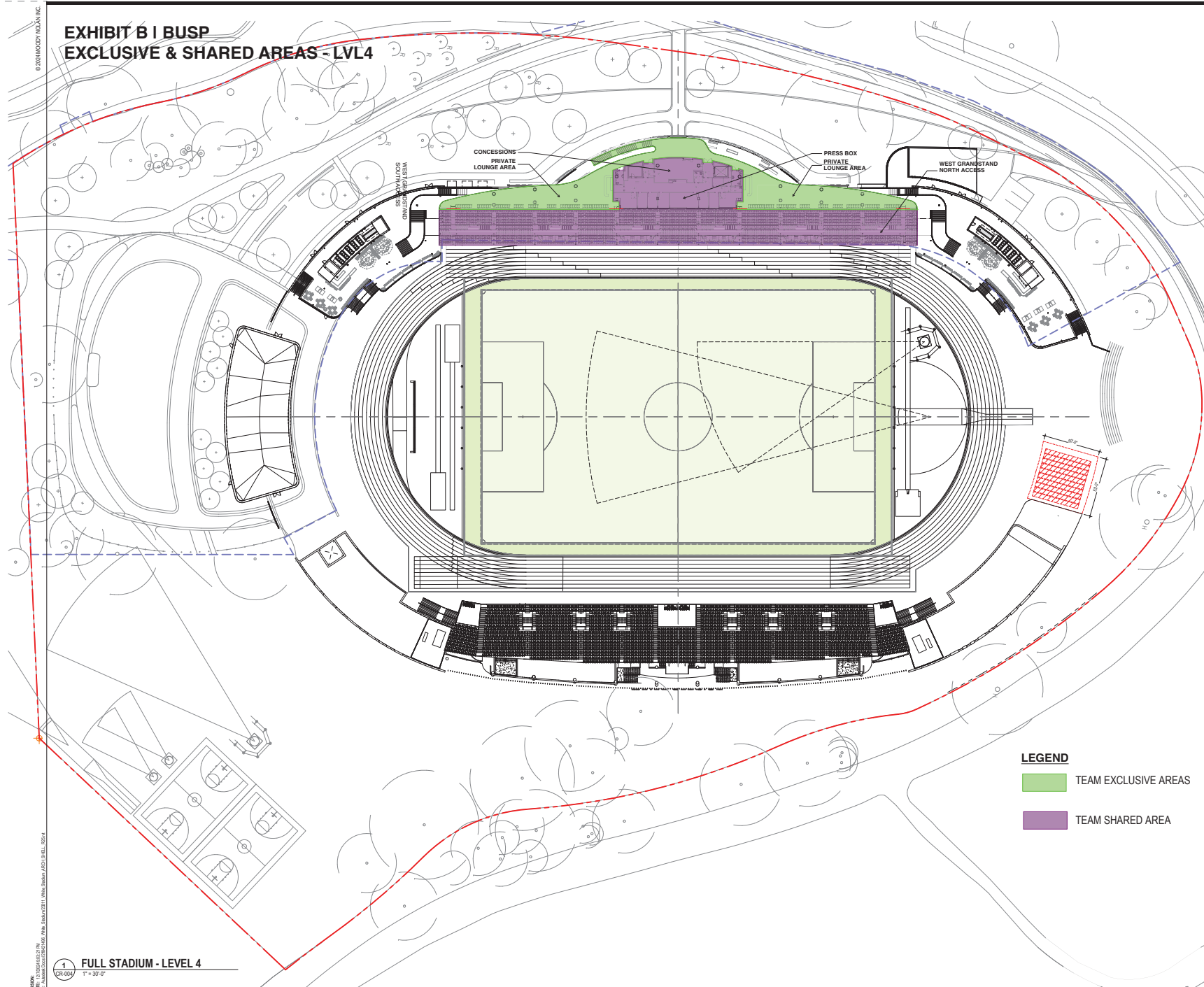
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CONSTRUCTION

2024.12.06

CR-003

FOR REFERENCE

EXHIBIT B | BUSP
EXCLUSIVE & SHARED AREAS - LVL4



LEGEND

- TEAM EXCLUSIVE AREAS
- TEAM SHARED AREA

1 FULL STADIUM - LEVEL 4
CR-004 1" = 30'-0"

#	DATE	CHANGE DESCRIPTION



WHITE STADIUM
400 WASHINGTON AVENUE
BOSTON, MA 02109
FOR
**BOSTON UNITED SOCCER
PARTNERS**



Moody Nolan



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

EXHIBIT B.1 | LEVEL 4



2024.12.06

CR-004

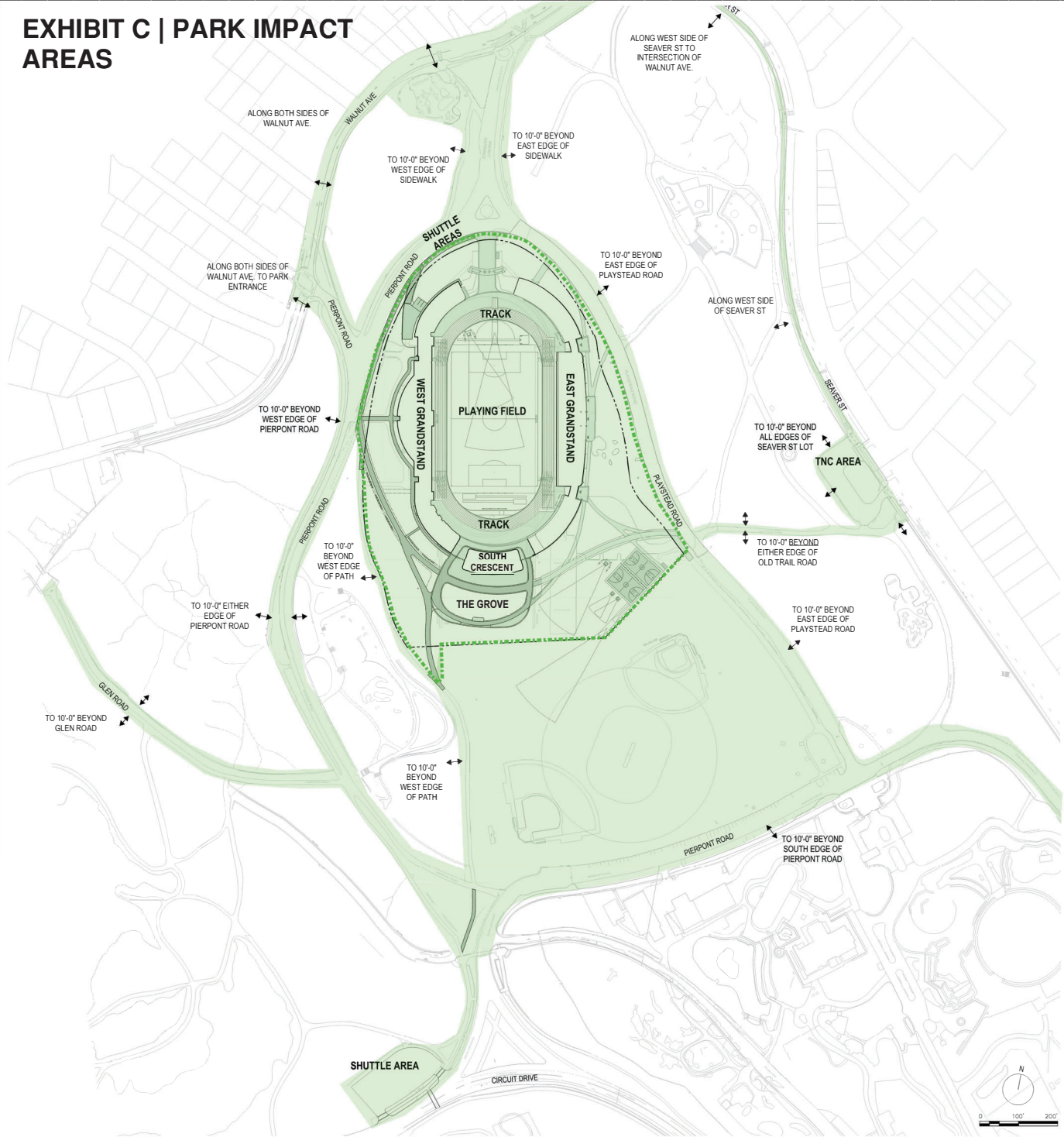
FOR REFERENCE

EXHIBIT C

Park Impact Areas

[Attached]

EXHIBIT C | PARK IMPACT AREAS



LEGEND

BUSP-MAINTAINED AREAS (GAME DAY)

POST-GAME CLEANUP EXTENTS

#	DATE	CHANGE DESCRIPTION



WHITE STADIUM
400 WALNUT AVENUE
BOSTON, MA 02109
PHONE: (617) 535-7085



BOSTON UNITY SOCCER PARTNERS



Moody Nolan



Stantec

200 STATE STREET, SUITE 200
BOSTON, MA 02109
PHONE: (617) 535-7085

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

PROGRESS
DRAWING
NOT FOR
CONSTRUCTION

2024.12.06

FOR REFERENCE

EXHIBIT D

Locations of Public Restrooms

[Attached]

EXHIBIT D | WHITE STADIUM DESIGN

The diagram illustrates the proposed White Stadium Design, showing the stadium's footprint and its integration with the surrounding urban environment. The stadium is an oval-shaped structure with a central **PLAYING FIELD** and a surrounding **TRACK**. The stadium is flanked by the **WEST GRANDSTAND** and the **EAST GRANDSTAND**. At the bottom of the stadium, there is a **SOUTH CRESCENT** and an area labeled **THE GROVE**. Two **PUBLIC RESTROOMS** are indicated: one on the western side and one on the eastern side. **SHUTTLE AREAS** are marked with red diamonds at the top and bottom of the stadium. The stadium is situated within a larger context of roads and land use. **WALNUT AVE** runs along the top edge. **PIERPONT ROAD** runs along the left and bottom edges. **CLAY ROAD** runs along the bottom left. **SEVENTH ST** runs along the right edge. The **TNC AREA** is located to the right of the stadium. **PLAYBOY ROAD** runs along the bottom right. **CIRCUIT DRIVE** runs along the bottom edge. A north arrow and a scale bar (0 to 200 feet) are located in the bottom right corner.

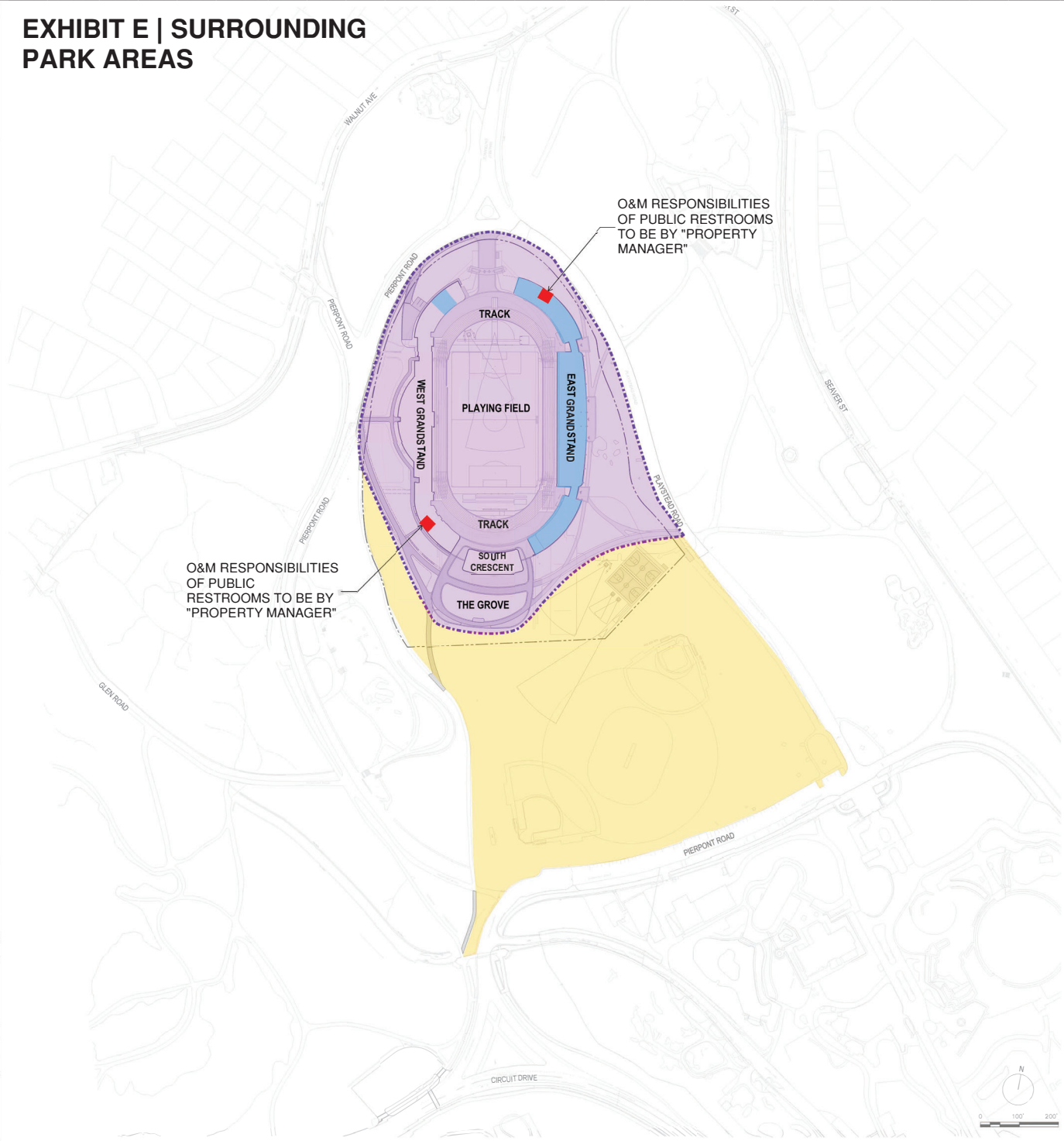
	
	FOR REFERENCE

EXHIBIT E

Exterior Areas

[Attached]

EXHIBIT E | SURROUNDING PARK AREAS



LEGEND

- BPS EXCLUSIVE AREAS MAINTAINED BY BPS
 - O&M SCOPE BY "PROPERTY MANAGER", CONTRACTED BY BUSP
 - MAINTAINED BY COB ON REGULAR BASIS, CONSISTENT WITH BPRD MAINTENANCE PRACTICES CURRENTLY IN PLACE AT FRANKLIN PARK, INCL. BASIC LAWN MOWING AND SNOW CLEARANCE OF PATHS.
- BUSP TO PROVIDE:
- SEASONAL TURFGRASS TREATMENTS
 - POST-GAME REPAIRS
 - SUPPLEMENTARY O&M SUPPORT WHEN DESIRED BY BUSP OR UPON REQUEST FROM COB

#	DATE	CHANGE DESCRIPTION



WHITE STADIUM
400 WALNUT AVENUE
BOSTON, MA 02118
BOSTON UNITY SOCCER PARTNERS



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



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

EXHIBIT E | SURROUNDING PARK AREAS

PROGRESS
DRAWING
NOT FOR
CONSTRUCTION

2024.12.06

FOR REFERENCE

EXHIBIT F

Prohibited Topics

The following topics/subject matters constitute prohibited naming, sponsorship and advertising categories (absent the prior written approval of the City in its sole discretion):

1. Controlled substances
2. Alcohol
3. Tobacco or cannabis products
4. Firearms or weapons
5. Goods or services of a sexual nature, or establishments that engage in sexually explicit entertainment or services
6. Nudity, sexual images, or sexually graphic language
7. Weight loss
8. Soliciting or urging support or opposition for any political, religious, social, or cultural subject matter
9. Soliciting or urging a particular vote in favor or against, or otherwise supporting or opposing, any elected office (or candidate or office holder therefor or thereof) or ballot initiative or other position on any political matter
10. Promotion of illegal activities
11. Religion or Politics
12. Gambling
13. Funeral parlors or crematoriums
14. So-called fast cash, title loan or payday loan services

EXHIBIT G

List of Services

[Attached]

EXHIBIT G
ROSTER OF SERVICES FOR EVENTS

[Exemplar Subject to Revisions]

	White
Stadium Event Schedule of Offered Services	
1. Private Security	
a) Opening/Closing (Hours: _____ - _____)	\$ _____
b) Event Standard	\$ _____
c) Event Enhanced	\$ _____
[Describe: Talent Protection; Equipment Protection; etc.]	
d) Crowd Control	\$ _____
2. Boston Police Department (paid details)	\$ _____
3. Boston Fire Department (paid details)	\$ _____
4. Guest Services Staffing:	
Specify: _____	\$ _____
5. Box Office/Ticketing Staff	
Specify: _____	\$ _____
6. Medical Staff (on-site standby)	
Specify: _____	\$ _____
7. Stage Crew / "Bull" Crew / Rigging Crew / Lighting Crew / Set Ups	
Specify: _____	\$ _____
8. VIP Parking / Valet	
Specify: _____	\$ _____

9. Shuttle Service Busses

Specify: _____ \$

10. Shuttle Service Escorts

Specify: _____ \$

11. Food and Beverage Services

(a) Concessions:

Specify: _____ \$

(b) Clubs and Suites:

Specify: _____ \$

(c) Food Trucks

Specify: _____ \$

(d) Other

Specify: _____ \$

12. Technology

(a) Sound Technician \$ _____

(b) Video/Scoreboard Technician \$ _____

(c) Lighting Technician \$ _____

13. Loading Dock Fees / Storage of Applicant Personalty \$ _____

14. Cleaning and Trash Removal

(a) General Service Charge \$ _____

(b) Specialized Request / Areas \$

15. Insurance Requirements

Specify: _____ \$

16. Security (Damage) Deposit \$

17. Taxes \$ _____

18. Administrative Fee \$ _____

19. Other \$ _____

Specify: _____

EXHIBIT F

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.

EXHIBIT G

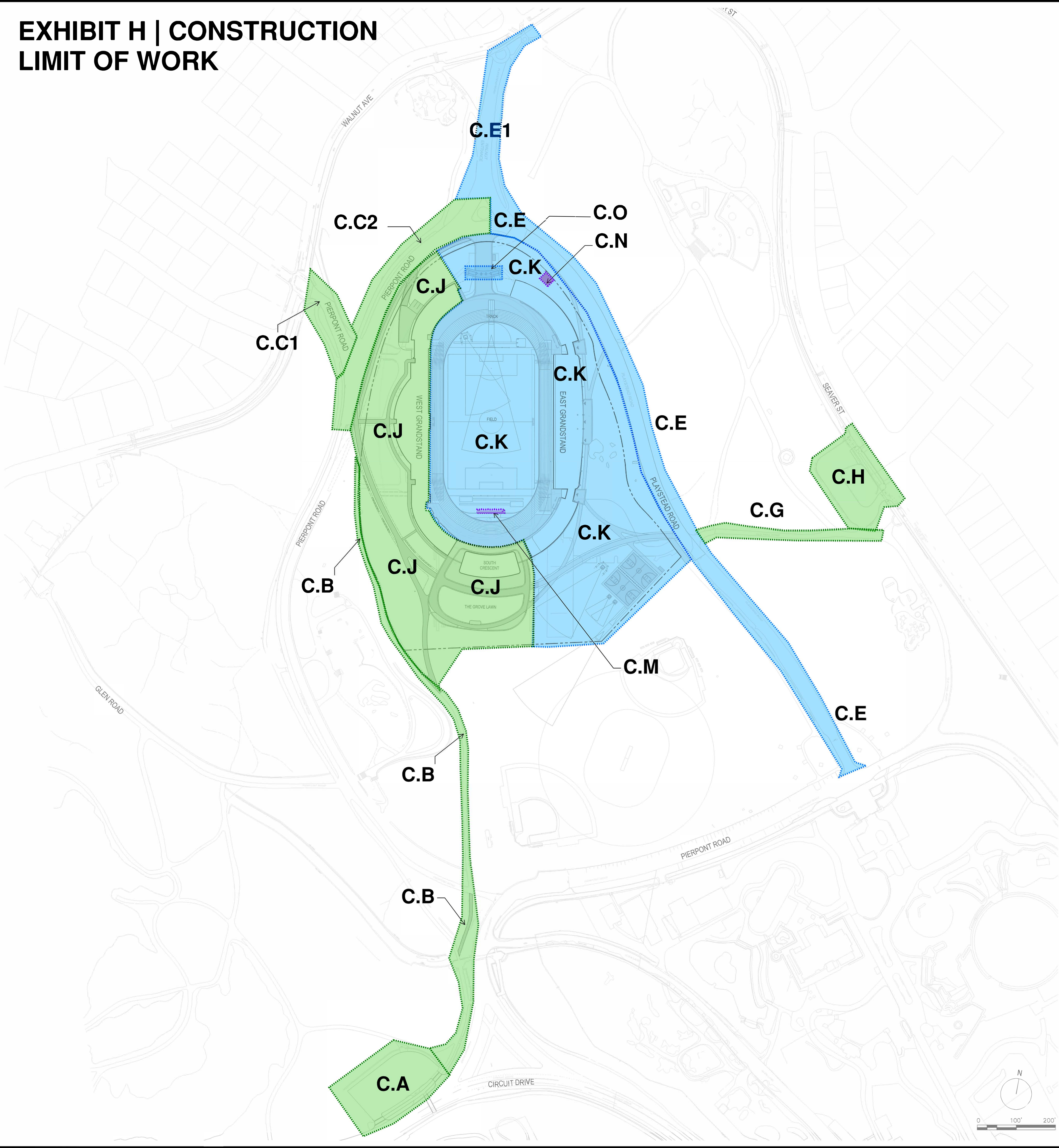
Schedule 1

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

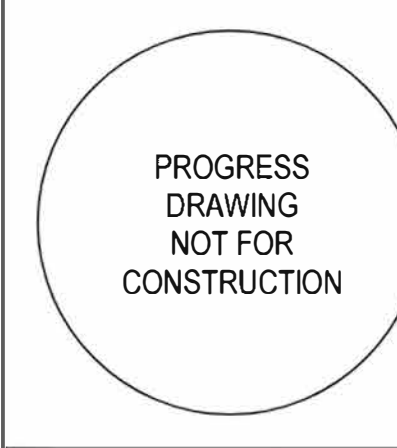
200 STATE STREET, SUITE 200
BOSTON, MA 02109
PHONE: (617) 535-7685



Stantec

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

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:

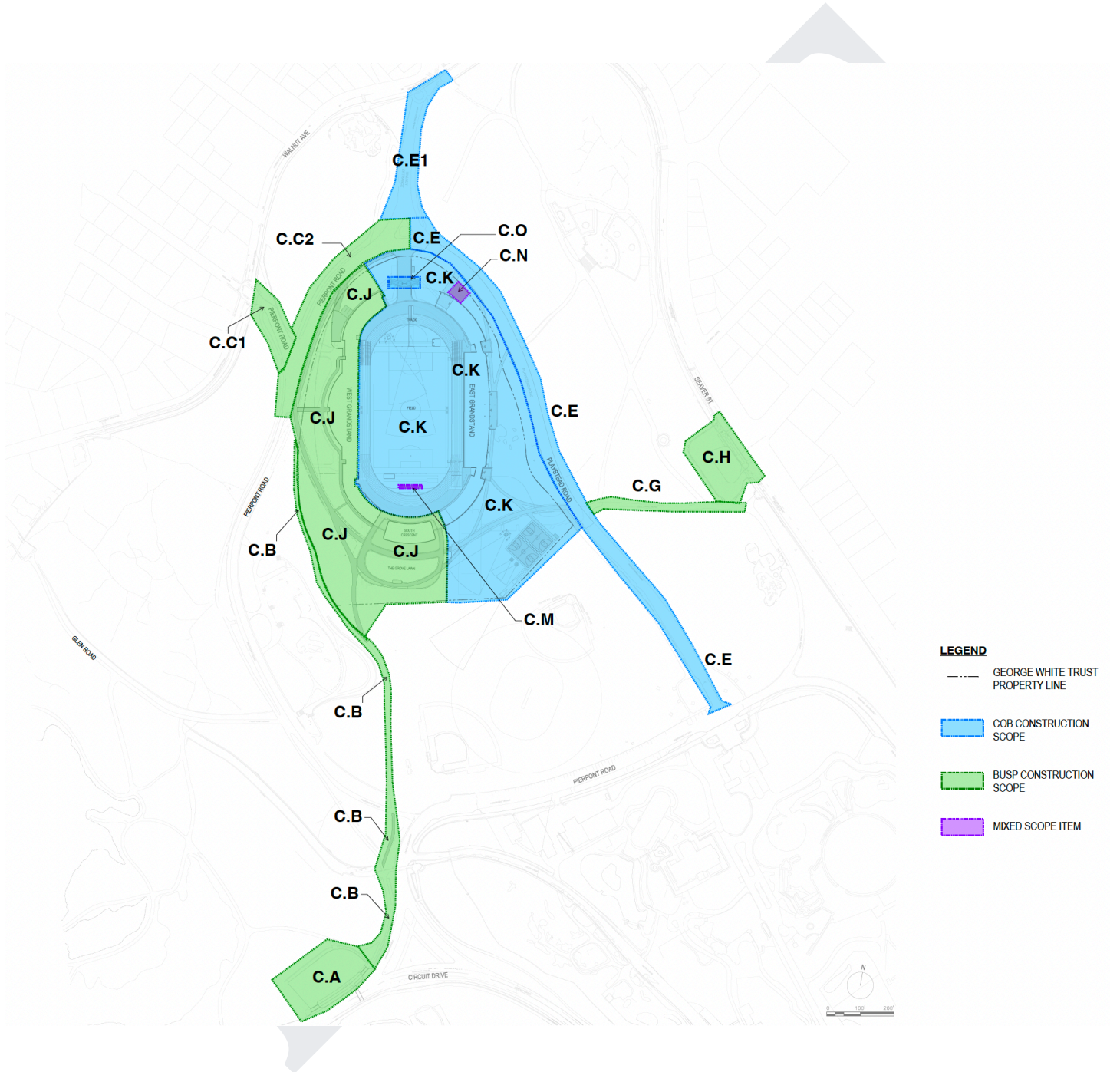
- green = BUSP
- blue = COB
- purple = Mixed Scope

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

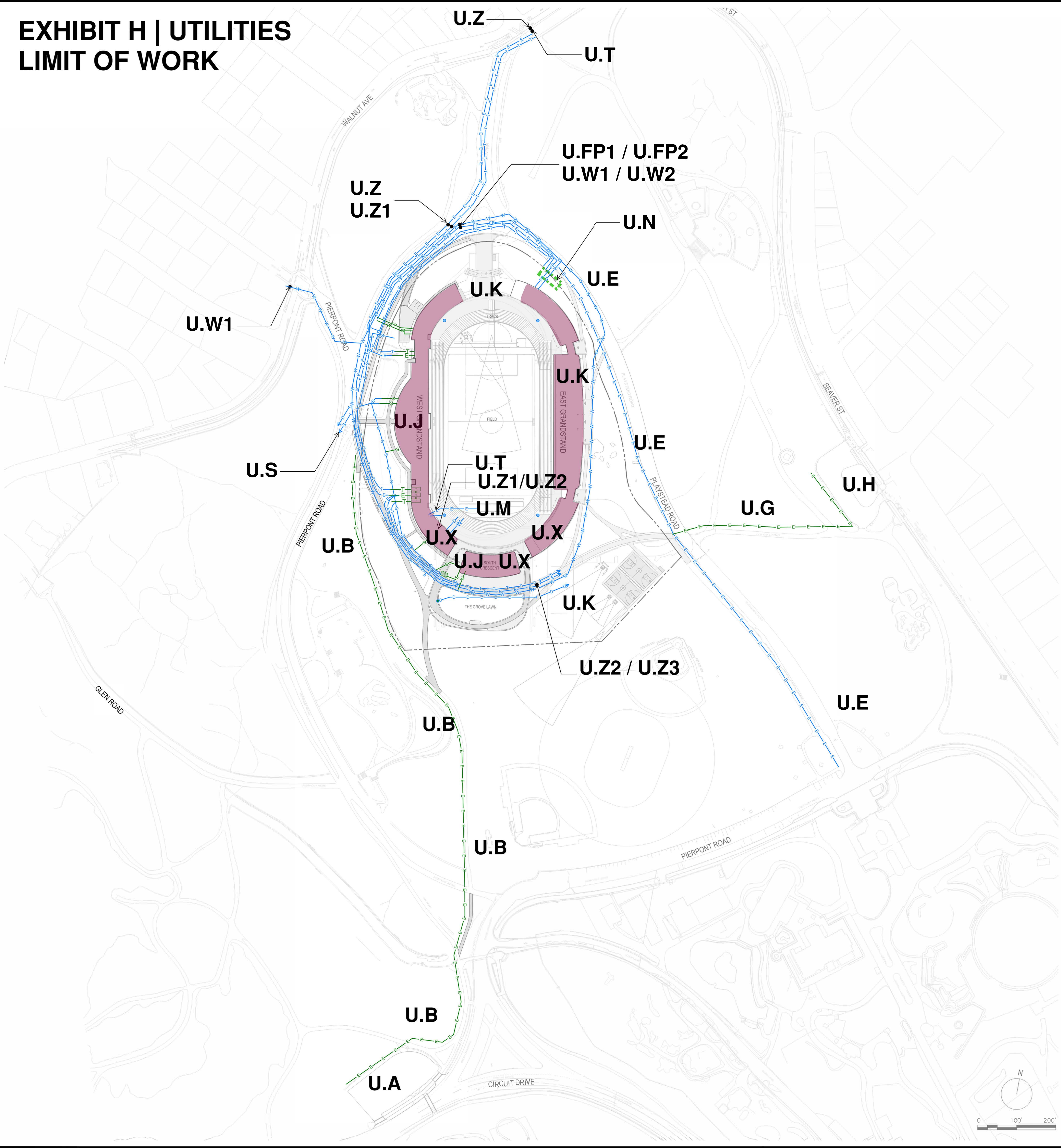
- includes protection, rehabilitation, and all finishes for four (4) pylons, two box offices; and metal gates

Schedule 2

Utilities Limits of Work (LOW) Plan

(see attached)

EXHIBIT H | UTILITIES LIMIT OF WORK



LEGEND

- GEORGE WHITE TRUST PROPERTY LINE
- COB CONSTRUCTION SCOPE
- BUSP CONSTRUCTION SCOPE
- BUSP TECHNOLOGY CONSTRUCTION SCOPE

UTILITIES LEGEND

- E—E—E ELECTRICAL SERVICE
- W—W—W WATER SERVICE
- FP—FP—FP FIRE PROTECTION SERVICE
- T—T—T TELECOM SERVICE
- S—S—S SANITARY SERVICE
- D—D—D DRAINAGE SERVICE

#	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



Stantec

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.

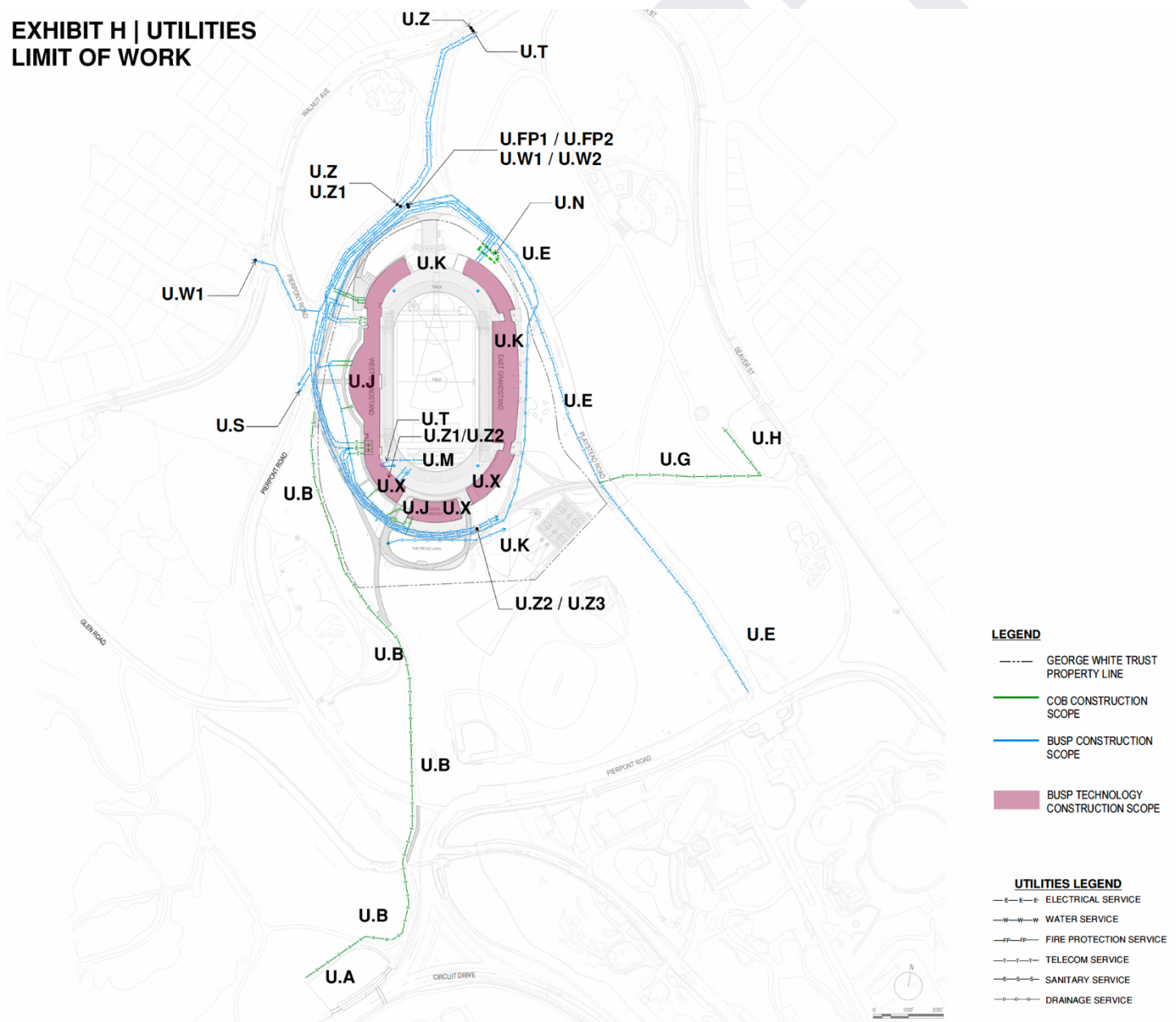
NOTE 2: In addition to the physical Limits of Work demarcated in these sections, the owner of each scope item shall be responsible for the entire area of influence of that scope. Any activity that will impact or overlap the other party's Limit of Work will require both parties consent.

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

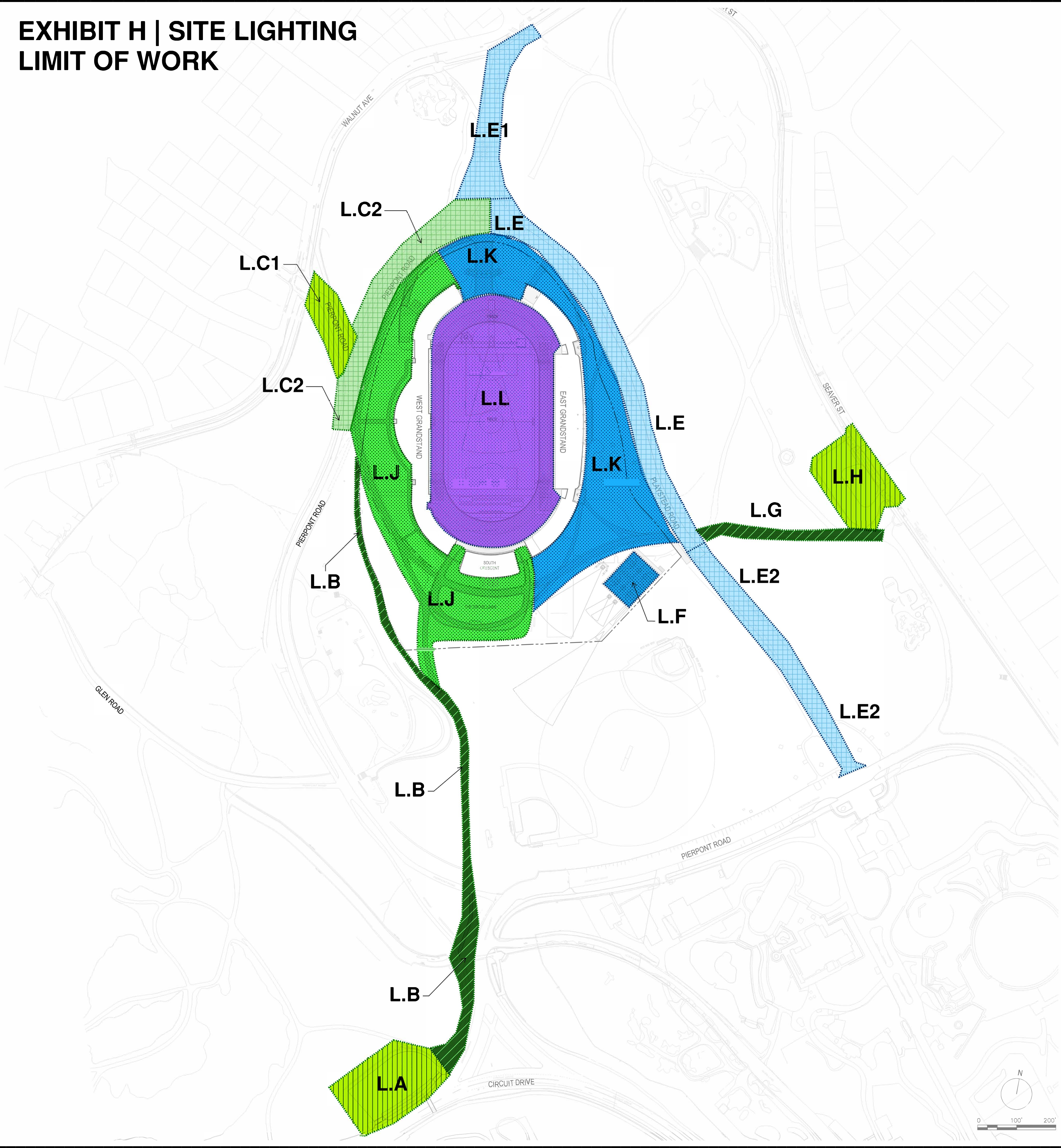
U.FP2 Fire Protection Service under Playstead Road (East Side) _ COB scope

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



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

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:

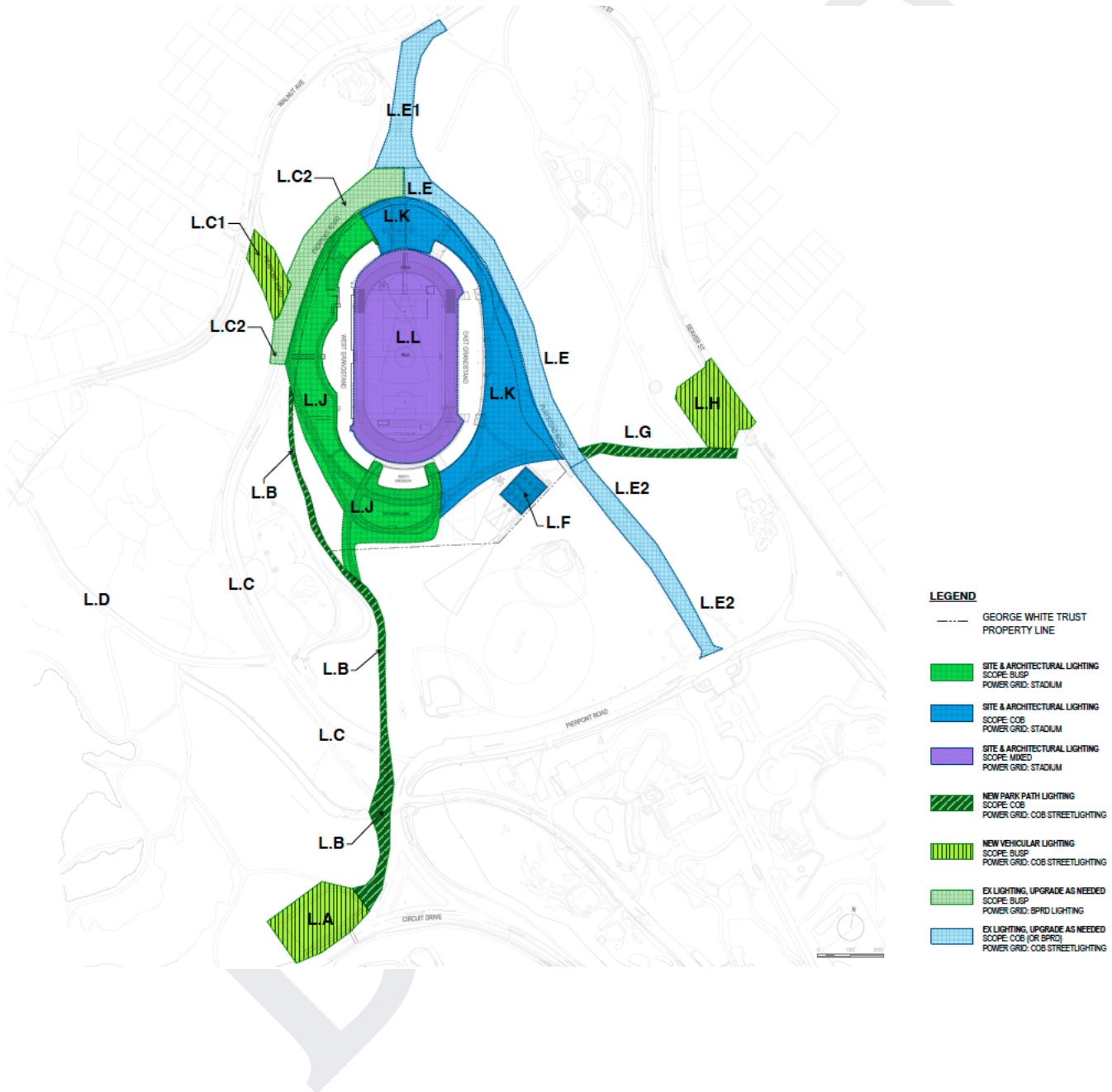
- green = BUSP
- blue = COB
- purple = Mixed Scope

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

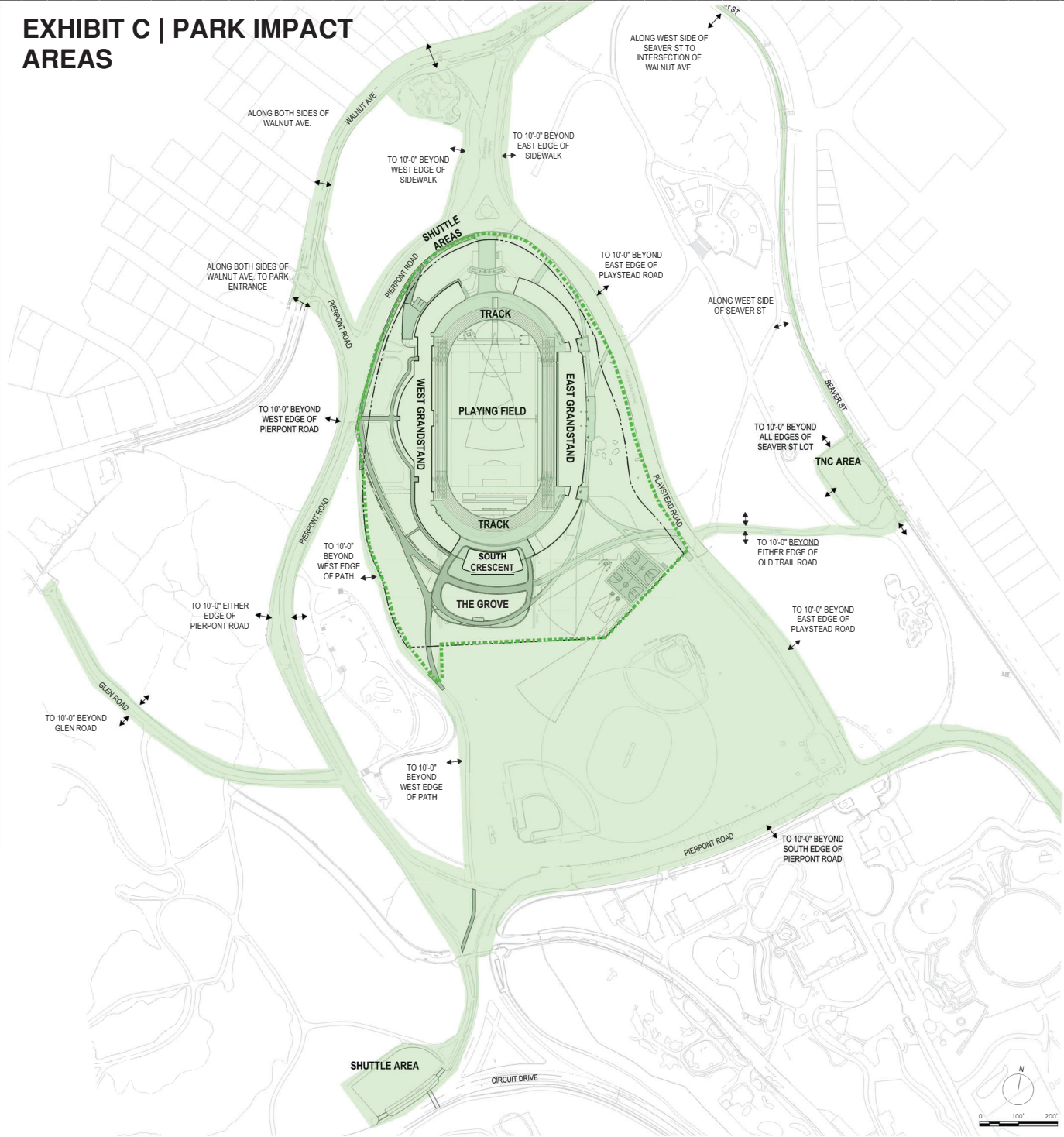
EXHIBIT H

EXHIBIT C

Park Impact Areas

[Attached]

EXHIBIT C | PARK IMPACT AREAS



LEGEND

BUSP-MAINTAINED AREAS (GAME DAY)

POST-GAME CLEANUP EXTENTS

#	DATE	CHANGE DESCRIPTION



WHITE STADIUM
400 WALNUT AVENUE
BOSTON, MA 02109
PHONE: (617) 535-7085



BOSTON UNITY SOCCER PARTNERS



Moody Nolan



Stantec

200 STATE STREET, SUITE 200
BOSTON, MA 02109
PHONE: (617) 535-7085

40 WATER STREET, 3RD FLOOR
BOSTON, MA 02109
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PROGRESS
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