Hancock Adams Associates, LLC
c/o Street-Works Development LLC
30 Glenn Street, Fourth Floor
White Plains, New York 10603

February 5, 2013

Office of the Mayor
City of Quincy
City Hall
1305 Hancock Street
Quincy, Massachusetts 02169

Director of Planning
City of Quincy
City Hall
1305 Hancock Street
Quincy, Massachusetts 02169

Office of the Solicitor
City of Quincy
City Hall
1305 Hancock Street
Quincy, Massachusetts 02169

RE: Land Disposition Agreement (the "LDA") by and between the City of Quincy (the "City") and Hancock Adams Associates, LLC (the "Redeveloper"), dated as of January 25, 2011

Ladies and Gentlemen:

As a result of our recent discussions, this letter will clarify certain matters which have arisen during the administration of the LDA.

1. **Expanded Traffic Study**. The City acknowledges that the Redeveloper has provided the City with the expanded traffic study previously requested by Frank Tramontozzi. Said traffic study is currently under review by the City and has not yet been approved.

2. **I'Cubed Matters**. For I'Cubed purposes, the Redeveloper, for itself and its successors and assigns, shall include in all construction contracts, deeds and leases to or with third parties a requirement that such successors and assigns of the Redeveloper, contractors, or tenants (other than residential tenants) who have actual occupancy of the Quincy Center Project shall provide all necessary information required by the I'Cubed Infrastructure Development

Assistance Agreement and the regulations of the Massachusetts Department of Revenue ("DOR") required to calculate New State Tax Revenues including, without limitation, the information required by 801 CMR 51.17(5), and to provide evidence of such compliance to the City. Under Section 63 of Chapter 238 of the Acts of 2012, the Redeveloper promptly shall also provide to the City all information concerning revenue and state tax revenue attributable to construction-related activity and purchases in connection with the Quincy Center project (*e.g.*, income and sales taxes) to support the City's inclusion of such amounts as New State Tax Revenues.

3. **City Consultants**. Referring to Section 4.05(b) of the LDA, the Redeveloper agrees that:

(a) The City's outside counsel (including, but not limited to, Nutter, McClennen & Fish, LLP ("NMF")), shall be included as a City Consultant whose legal fees for services rendered to the City under the LDA may be payable from the Consultant Escrow Account, excluding, however, any legal services for litigation related to the Redeveloper which may arise under the LDA, and

(b) If requested by the Redeveloper, said outside counsel shall provide quarterly estimated budgets to the City for its anticipated legal services related to the LDA, provided that the Redeveloper shall have no approval rights over said budget and said estimated budget shall not constitute a cap on outside counsel's legal fees payable by the City to outside counsel.

4. **Miscellaneous/Other Issues**. The Redeveloper reconfirms that:

(a) At the closing for the Ross Garage, the Redeveloper shall reimburse the City the sum of $540,130.00 for the costs previously incurred by the City for the partial demolition of the Ross Garage parking deck and related City-funded utility work performed on the Ross Garage parcel;

(b) By the earlier of (i) twenty-four (24) months after completion of the relocation of Town Brook, or (ii) such earlier date as may be required by any permit for the Quincy Center project, in cooperation with the City, it shall prepare and complete the Town Brook Watershed Master Plan;

(c) It shall, pursuant to the terms of the Memorandum of Agreement ("MOA") dated September 25, 2012 entered into among the City, the Massachusetts Department of Conservation and Recreation, MassFisheries and the Redeveloper, fund $20,000 towards the implementation of the Town Brook low flow restoration improvements as detailed in the MOA, as those low flow restoration improvements may be amended from time to time, which payment the Redeveloper shall deliver to the City prior to the commencement of construction of the improvements. The improvements detailed in the MOA include modifications at the Crown Colony constructed meadow, and implementation of the modification of the Diversion Weir in the Centre Street Junction Box, as detailed as Alternative #3 in the Gomez and Sullivan Report dated March 2011 referenced in Special Condition No. 36 of the Final Order of Conditions ("FOC") for the Town Brook Enhancement Project DEP File No: 59-1261; and

(d) With the cooperation of the City, it shall (i) file on behalf of the City an application for a Letter of Map Revision of the applicable FEMA flood maps related to Town Brook as required by Special Condition No. 39 of the FOC, (ii) prosecute such application to a successful completion, and (iii) provide evidence thereof to the City.

5. Except as modified or clarified hereby, the LDA remains in full force and effect and unmodified.

This letter agreement shall take effect as a sealed instrument.

Please indicate by counter-signing below that this letter correctly expresses our agreement.

[*Signatures Appear on Following Page*]

Sincerely,

HANCOCK ADAMS ASSOCIATES, LLC

By: _____
Name: Kenneth Narva
Title: Managing Member

Confirmed:

_____
Mayor

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