

AvalonBay
COMMUNITIES



AVALON SUDBURY
MHP APPLICATION
NOVEMBER 2015

November 5, 2015

Richard A. Mason
Deputy Director of Lending
Massachusetts Housing Partnership
160 Federal Street
Boston MA 02110

RE: Application for 40B Project Eligibility Letter for Avalon Sudbury

Dear Mr. Mason:

Enclosed is our application for a Project Eligibility Letter ("PEL") for Avalon Sudbury in Sudbury, Massachusetts. My signature below indicates my certification of the following:

1. We have completed the enclosed MHP PEL Information Form dated November 5, 2015, and that the information set forth therein is true and accurate as of the date hereof to the best of our knowledge, information and belief. We further understand that MHP is relying upon this certification in processing the request for issuance of a Project Eligibility Letter in connection with the above-referenced Project.
2. We have reviewed MHP's requirements as outlined in the letter received from MHP on August 28, 2015, and we understand MHP's requirements in connection with (a) the application for the PEL and (b) the procedures after the issuance of the PEL, including the requirement for the completion, within 90 days of project completion and prior to permanent loan closing, of an audited cost certification by a certified public accountant who has been prequalified with the Department of Housing and Community Development (DHCD) and the posting of a bond for completion of the cost certification as a condition of **final** approval by MHP under Chapter 40B.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "David O. Gillespie", written over a horizontal line.

David O. Gillespie

Sudbury Avalon, Inc.
Applicant

MASSACUSETTS HOUSING PARTNERSHIP

APPLICATION FOR A PROJECT ELIGIBILITY LETTER
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Sudbury Avalon, Inc. (the "Applicant") hereby applies to the Massachusetts Housing Partnership, pursuant to Massachusetts General Laws, Chapter 40B and 760 CMR 56.00, as amended ("Chapter 40B"), for the issuance of a Project Eligibility Letter authorizing the applicant to proceed with a Comprehensive Permit Application to the Town of Sudbury Zoning Board of Appeals to construct on the below-referenced premises a 250-unit rental housing community to be called "Avalon Sudbury." This application and the documents, plans, exhibits, and other materials submitted simultaneously herewith, all of which are incorporated herein by reference, contain a complete description of the applicant and the proposed development and constitute the complete application package required to be submitted to the Massachusetts Housing Partnership ("MHP") pursuant to: (i) Chapter 40B, (ii) the rules, regulations, and guidelines adopted by the Commonwealth of Massachusetts Department of Housing and Community Development with respect to Chapter 40B, including, but not limited to, the regulations set forth at 760 CMR 56.00 (the "Chapter 40B Regulations"); and (iii) the MHP Requirements for 40B Project Eligibility, as outlined in MHP's letter, dated August 28, 2015, and the MHP PEL Information Form, revised February 18, 2014 (the "Application Requirements").

Premises affected: That certain parcels of land on Boston Post Rd (Route 20) in Sudbury, Massachusetts, containing 49.5 acres of land of which approximately 17.6 acres will be subdivided to create the subject parcel.

Parcel ID – Map K7, Lots 11 & 13

The premises are more particularly described in the documents, plans, exhibits, and other materials included in this application.

TABLE OF CONTENTS

	TAB
Calculation of MHP Fees for a Project Eligibility Letter	1
MHP Information Form for Project Eligibility Letter	2
Written Notice to the Chief Executive Officer of Sudbury	3
Written Notice to Department of Housing and Community Development	4

APPENDICIES

- A. Experience of Sponsor
- B. Outline of Development Team
- C. Credit Release Authorization and Financial Disclosure Form
- D. Locus Information
- E. Existing Conditions and Proposed Site Plan
- F. Exterior Elevations, Building and Unit Plans
- G. Phase I Report
- H. Requested Waivers to Local Bylaws and Regulations
- I. Site Control Documentation
- J. Pro Forma – Development Budget and Operating Budget
- K. Letter from Town of Sudbury to Raytheon

CALCULATION OF MHP FEES FOR A PROJECT ELIGIBILITY LETTER

Per the guidelines provided by MHP, this application includes a check for \$12,000.

The calculations are as follows:

Processing Fee (for-profits):	\$2,000
40B Fund Fee (for-profits):	\$2,500
<u>+ (\$30 x 250 Units):</u>	<u>\$7,500</u>
Total:	\$12,000

AvalonBay Communities, Inc.

MASSACHUSETTS HOUSING PARTNERS

MASSHP

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
11-02-15	110215	MHP FEE- AVALON SUDBUR	12000.00	.00	12000.00
CHECK DATE	11-02-15	CHECK NUMBER	213244	TOTAL >	12000.00
					.00
					12000.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

INCORPORATED IN MASSACHUSETTS ON 05/22/2000

AvalonBay Communities, Inc.

Construction Development Disbursement

2901 Sabre Street, Suite 100

Virginia Beach, VA 23452

877-282-6246

BANK OF AMERICA
Atlanta, Dekalb County, GA

64-1278
611

DATE

November 2, 2015

CHECK NO.

213244

AMOUNT

*\$12,000.00

Pay: *****Twelve thousand dollars and no cents

MHP
Information Form for Project Eligibility Letter (“PEL”)

Project Name and Town/City: Avalon Sudbury
Sudbury, MA

Date of Completion of this Form: November 5, 2015

Section I: Sponsor Information

The entity applying for a PEL, referred to herein as the “Sponsor”, must be either a public agency, a non-profit organization, or a limited dividend organization. Please indicate which of these organization types the Sponsor is (check one):

- Public Agency
 Non-Profit Organization
 Limited Dividend Organization

What is the name of the Sponsor?

Sudbury Avalon, Inc

1. Sponsor Information

- a. Name of Sponsor Sudbury Avalon, Inc
b. Business Address 51 Sleeper St. Suite 750
Boston, MA
c. Business Phone 617-654-9500
d. Business Fax No. 617-426-1610
e. Website Address, if any www.avalonbay.com

2. Principal Individuals. Please provide the names and contact information for each of the principal owners and/or officers representing the Sponsor in this PEL application. Space for three such individuals is provided below – if there are more than three, please attach contact information about those persons on a separate sheet:

- a. Name Scott Dale
Title Senior Vice President, Development
Office Phone 617-654-9502
Cell Phone 617-571-3320
E-Mail Address scott_dale@avalonbay.com

- b. Name David Gillespie
Title Senior Development Director
Office Phone 617-654-9507
Cell Phone 646-483-5947
E-Mail Address david_gillespie@avalonbay.com

3. Experience of Sponsor. Please attach separately a description of the experience of the Sponsor and the individuals representing the Sponsor in development projects like the project for which the PEL is being sought. Include any other relevant experience in housing development and management, real estate, and finance that you deem relevant to the qualifications of the Sponsor in connection with the subject project.

Please see Appendix A.

4. **Outline of Development Team.**

- a. Please attach separately a list of the key members of the development team for the project, including the project architect, project engineer, any consultants involved, the contractor, the proposed property management entity, and legal counsel. Please include resumes for these individuals and companies.
- b. Related Parties: If any of the members of the development team are related to the Sponsor through common ownership, please so indicate on the attached list.

Please see Appendix B.

5. **Financial Disclosure Forms.** We do not require financial statements from Sponsors for PELs, but you are welcome to provide them. We do, however, require you to complete and return the attached Financial Disclosure Forms as follows:

- a. A Corporate Financial Disclosure Form for each entity comprising the Sponsor
- b. A Personal Financial Disclosure Form for each principal owner of each entity comprising the Sponsor

AvalonBay Communities, Inc is a publicly traded company ("AVB"). The complete Credit Release Authorization and Financial Disclosure for are included in Appendix C.

6. **Organization Documentation Requirements for Nonprofit Sponsors.** If the Sponsor is a non-profit organization, we require the following materials:

- a. The articles of organization for the organization.
- b. Evidence of good standing with the Public Charities Division of the Office of the State Attorney General.
- c. The conflict of interest policy for the organization.
- d. A disclosure of all related parties, and contracts or other arrangements involved with these related parties, which currently exist or are anticipated in connection with the project.
- e. A disclosure of all entities that are related to or affiliated with your organization by reason of common control, financial interdependence or other means.

Not applicable.

7. **Fair Housing Experience.** Please describe, below, your experience to date in marketing and renting housing units in keeping with state and federal fair housing standards. Please note your experience in preparing Affirmative Fair Housing Marketing and Resident Selection Plans (AFHMP), and in conducting outreach and performing resident selection procedures (including administering the lottery process, determining eligibility under applicable subsidy programs, and waitlist management) in accordance with these standards. Please also disclose whether the Sponsor has ever been charged with a violation of fair housing requirements.

NOTE: The guidelines promulgated by the Department of Housing and Community Development updated May 2013 (see attached) contain the following requirements of the development team with regard to the capacity to handle fair housing compliance:

- *Your development team, staff, other entity, or individual responsible for fair housing compliance have not required intervention by a state subsidizing agency to address fair housing complaints or concerns nor had a finding or final determination against it for violation of state or federal fair housing law within the past five (5) years;*
- *Your development team, staff, or other entity has successfully carried out similar AFHMP responsibilities for minimum of three (3) projects in Massachusetts, or the individual contracted*

to carry out the AFHMP tasks has successfully carried out similar responsibilities for a minimum of five (5) projects in Massachusetts; and

- *Your development team, staff, or other entity has the capacity to address matters relating to limited English language proficiency (LEP). This includes language access planning and providing reasonable language assistance at no cost to the applicant, so that applicants with LEP may meaningfully apply and access the housing opportunity.*

With a demonstrated history of administering affordable housing programs in Massachusetts, AvalonBay Communities, Inc. has the experience and knowledge to market and rent the affordable apartments at Avalon Sudbury. AvalonBay has never been charged with a violation of fair housing requirements.

Currently, AvalonBay has 32 communities with an affordable component in Massachusetts, 23 of which are 40B programs. AvalonBay is well versed on the requirements of the Massachusetts Department of Housing and Community Development Affirmative Fair Marketing and Resident Selection Plans and all national and local Fair Housing Regulations. At our existing 40B communities, AvalonBay was responsible for writing and adhering to the marketing plans, marketing the affordable apartments, conducting public lotteries, qualifying applicants for the program prior to move-in, managing waitlists and re-qualifying residents annually. This can be most recently demonstrated with the on-going lease-up of the affordable apartments at Avalon Framingham in Framingham, MA. AvalonBay employs a regional affordable housing specialist model in MA, where a dedicated Affordable Housing Specialist is responsible for processing all of the affordable paperwork for multiple communities and coordinates with the on-site team. The Massachusetts team is supported by a corporate Affordable Housing Team located in Arlington, VA.

8. **Prior Permitting Experience at Site.** Please indicate if you have ever applied for permitting at the subject site, and been declined by the Town. If so, please explain how your proposal has been changed to address the Town's concerns.

This is the first permitting application we have developed for this site.

Section II: Site and Project

1. **Project Name:** Avalon Sudbury
2. **Address of Project:** 526 & 528 Boston Post Road, Sudbury, MA 01776
3. **Locus Information:**
 - a. Please provide a locus map and aerial photograph which identifies the site within the context of the Project's neighborhood.
 - b. Please provide photographs of surrounding buildings and features that illustrate the physical context of the site.

Avalon Sudbury is a portion of a larger redevelopment of the 49.5 acre Raytheon Property. The current site conditions feature a generally covered site with approximately 550,000 sf of office and research buildings and large surface parking lots. The multifamily 40B will be located in northwest portion of the site. The preliminary subdivision for the property allocates 17.6 acres of the site for Avalon Sudbury. The remaining site is planned to feature 75,000-100,000 sf of retail, a senior housing / memory care component and an age restricted condominium development.

The overall site is surrounded by a woodlands buffer and single family homes to the north, an office park to the east, Boston Post Rd (Rt 20) and retail uses to the south and agricultural uses to the west.

Maps and aerial photographs are included in Appendix D.

4. **Site Information:** Please provide the following:

- a. site plan showing topography, existing building and proposed building footprints and paved areas for the Project, lot lines, existing and proposed roads and streets, wetlands and buffer zones, flood zones if any, or any other environmental constraints.

Please see Appendix E.

- b. drawings showing exterior elevations of the proposed buildings;

Please see Appendix F.

- c. the percentages of the lot that will be occupied, respectively, by buildings, by parking and other paved vehicular areas, and by open areas;

	Area (Acres)	Area (%)
Buildings	4.1	23.3%
Roadways	5.0	28.4%
Sidewalks	2.0	11.4%
Usable Open Space	6.4	36.4%
Wetlands	0.1	0.6%
Total	17.6	100.0%

- d. approximate number of parking spaces;

450

- e. ratio of parking spaces to housing units;

1.8

- f. any environmental site assessments that have been performed;

Please see Appendix G.

- g. narrative description by the project architect describing the site and the project's approach to the massing of the building(s), the project's relationship to adjacent properties, and the proposed exterior building materials; this narrative must be supplemented by supporting visual information, such as the aerial geographical information available from Mass GIS, which provides visual evidence about the massing of existing structures surrounding the subject parcel;

Avalon Sudbury consists of 250 new units in a combination of building types, including 2- and 3-story townhouse buildings, containing 46 units, and 3-story walk-up buildings containing 204 units. All of the

units have private entries and attached garages. A separate clubhouse building and leasing center includes a clubroom, fitness center, outdoor barbeque area, and swimming pool. 450 parking spaces are provided, located primarily in garages or surface lots behind buildings, with some additional spaces provided on-streets in front of the proposed buildings.

The proposed site plan design gives priority to a range of outdoor landscaped open spaces and pedestrian-friendly residential streets. A new green at the main entrance to the residential community evokes traditional residential greens, defined by the clarity of the surrounding streets and buildings. The new green draws on the public realm of the proposed market and retail development to the south and provides a ‘front door’ to the Avalon Sudbury community. A new street, lined with 2- and 3-story townhouses and direct-entry buildings with expansive front porches, connects the entry green to the proposed 1-story clubhouse beyond. Centrally located, the clubhouse building serves as a focal point for the development, providing the primary recreational amenity for residents. The plan introduces a new street and sidewalk network across the site reducing the scale of the 17.6-acre parcel to a comfortable residential scale. Unit entry doors and porches face the new street, contributing to a walkable neighborhood. On-street parallel parking is proposed, serving to slow passing vehicular traffic and also, together with the street trees, providing a buffer between the moving vehicles and pedestrians.

The proposed architecture is reflective of the character of residential architecture in Sudbury. Front porches, bays, and balconies are proposed providing visual interest and contributing to the pedestrian-oriented streets and open spaces. Exterior building materials include stone veneer, painted cement board, vinyl siding, architectural panels and trim. Traditional sloped-roof forms, punctuated by dormers, contribute to the residential character of the buildings. Similarly, building jogs and changes in surface material and colors are incorporated to modulate the building’s mass and scale. Entrances are designed to front on streets, while rear entrances and garages provide an additional convenient entrance for residents.

- h. a tabular analysis by the project architect of the existing zoning requirements and the waivers from existing zoning to be requested of the local zoning authority.

See Appendix H.

5. **Project Information:** Please provide the following:

- a. Breakdown of project by number of units, further broken down by the mix of unit sizes (i.e., number of 1-bedroom units, of 2-bedroom units, etc.) and number of bathrooms per unit.
- b. Breakdown of project by affordability categories – specifically how many units within each unit size group will be market-rate and how many will be affordable;
- c. Average unit square footage for each unit size and affordability type;

	No. Units	SF	No. BA	No. Market	No. Affordable
1BR	127	787	1	95	32
2BR	98	1,421	2-2.5	73	25
3BR	25	1,660	2-2.5	19	6
Total/ Avg	250	1,123		187	63

Affordable units will be evenly distributed throughout the community.

- d. Non-residential uses in the project, if any (e.g., common areas, commercial spaces, amenities), and the square footage allocated to each such non-residential use;

Clubhouse and Leasing Office: 5,000 sf
Maintenance and Trash Building: 2,500 sf

- e. Typical building floor plans and unit floor plan layouts.

Please see Appendix F.

Section III: Site Control

State regulations require a sponsor applying for a PEL to demonstrate site control. Please identify the form of control which the Sponsor has for the site of the Project.

- Direct ownership by Sponsor*
- Ownership by affiliate of Sponsor*. If so, identify the affiliate here: _____
- Offer to Purchase**
- Purchase and Sale Agreement**
- Other. Please describe: _____

*If site is owned by Sponsor or an affiliate of Sponsor, please provide a copy of the deed conveying ownership.

** If site is under an Offer to Purchase or a Purchase-and-Sale Agreement, please provide a copy of the executed document.

See Appendix I.

Section IV: Project Financing

- 1. **Housing Subsidy Program.** Please identify the housing subsidy program(s) which MHP offers that you intend to use in financing and/or subsidizing this Project.

40B (25% at 80% of AMI) with Fannie Mae Delegated Underwriting and Servicing (DUS) program.

2. Market Information

- a. **Appraisal/Market Study.** If you have engaged an appraisal or market study of the property, please provide it.

NOTE: MHP is required under state regulations to engage, independently, an appraisal which values the property assuming the development rights in existence under current zoning prior to the issuance of a Comprehensive Permit. This appraisal will be subject to

MHP’s review and approval. If an appraisal has already been done, it may assist MHP or its appraiser in completing the required appraisal.

Please note that if the project is 20 units or less in size, MHP may waive this requirement if the Applicant provides a written request by the Chief Elected Official of the town or city in which the project is located. In substitution for the as-is appraisal MHP would require documentation supporting the acquisition cost; such documentation may be in the form of either a local tax assessment, a limited appraisal, or an opinion of value from a licensed real estate broker.

- b. **Market rental comparables.** Please provide MHP with a listing of market rents being achieved in properties comparable to the Project.

Community	Avalon Lexington Hills		Avalon Natick		Concord Mews		Avalon Marlborough		Avalon Framingham	
Apartment Type	Rent	Rent/SF	Rent	Rent/SF	Rent	Rent/SF	Rent	Rent/SF	Rent	Rent/SF
1 BR	\$2,190	\$2.36	\$1,961	\$2.70	\$2,026	\$2.60	\$1,703	\$1.85	\$1,955	\$2.17
2BR	\$2,979	\$2.27	\$2,595	\$2.36	\$2,402	\$2.06	\$2,185	\$1.69	\$2,385	\$1.84
2BR TH	\$3,873	\$2.38					\$2,575	\$1.51	\$2,542	\$1.71
3BR	\$3,201	\$2.12			\$3,382	\$2.76			\$3,084	\$1.61

3. Proformas:

- a. Development Budget. Please provide a detailed development budget showing the following:
 - i. Sources of funds: first mortgage permanent loan, subsidy funds if any (please itemize each), equity from borrower or limited partners. If the construction-period financing has been identified, please indicate the intended construction lender and sources of funds expected during construction.
 - ii. Uses of funds: land acquisition, construction costs (broken down between sitework and building costs), and soft costs (identifying in detail the professional costs paid to third parties, the reserves proposed if any, the legal and closing costs, the financing costs, and the overhead and fees to be paid to the developer)
- b. Operating Budget. Please provide an operating budget, showing, upon completion, sources of operating revenue (broken down by rental income from each unit type, plus income from other sources), and operating costs (showing management fees, administrative costs, repair and maintenance costs, utility costs, taxes and insurance costs, and contributions to reserves if any).

See Appendix J.

Section V: Municipal Actions

Please describe below the contact you have had to date with the Town/City regarding this Project.

AvalonBay with our development partner, National Development have met with several town boards and departments regarding this redevelopment. We presented the project plan to the Board of Selectmen in during a public meeting on October 6, 2015 and the Planning Board on October 14, 2015. Several other meetings have occurred which have included the Building Department, Conservation Office, Department of Public Works, Fire Department, Planning and Community Development and Town Manager’s office.

Please describe below any actions you are aware of which the municipality has taken to promote the development of affordable housing.

The Town of Sudbury adopted a Housing Production Plan in 2011 to promote the development of affordable housing. In addition, this site was specifically identified as a potential location for affordable housing in a joint letter from the Selectmen and Planning Board in 2015. Please find a copy of this letter in Appendix K.

Section VI: Sustainable Development Characteristics

Please describe below any aspects of the Project which are in keeping with the ten Massachusetts Sustainable Development Principles (attached).

1. Concentrate Development and Mix Uses

Avalon Sudbury is a 250-unit apartment community located on an 17.6 acre site. The community will be walkable with access to adjacent retail, office and other services along Boston Post Rd. The 49.5 acre overall site is also planned for additional retail, senior housing and open space uses. Avalon Sudbury and the other proposed uses will contribute to a vibrant mixed-use community which adds to the further development of the Route 20 corridor.

2. Advance Equity

Avalon Sudbury will advance equity in the Town of Sudbury by providing an affordable housing option in one of the most affluent communities in the Commonwealth.

3. Make Efficient Decisions

The 40B process will be used to create housing through a clear and concise entitlement process and in a cost-effective manner with the intent of providing rental housing.

4. Protect Land and Ecosystems

The site is currently developed with office and research buildings and large surface parking lots. By redeveloping the site, as opposed to developing in a greenfield site, this project does not have an adverse impact on the land and ecosystems.

5. Use Natural Resources Wisely

The Avalon Sudbury project features energy saving building systems.

6. Expand Housing Opportunities

Professionally managed market rate and affordable apartments will expand housing opportunities in Sudbury. 25% of the apartment homes are restricted to households earning no more than 80% of the Area Median Income. The addition of this community will increase Sudbury's affordable housing inventory and offer handicap accessible apartment homes, as well as homes equipped for the hearing impaired.

7. Provide Transportation Choice

The Avalon Sudbury site features convenient access to I-95/128 and I-495 via Route 20 and I-90 via Landham Rd and Nobscot Rd. In addition, nearby commuter rail service connects the site to Boston via both the Fitchburg and Worcester lines.

8. Increase Job and Business Opportunities

Avalon Sudbury generates a variety of new employment opportunities for Town and area residents. Some of these jobs are temporary (high paying construction jobs), while other are permanent positions associated with the on-site management and maintenance of a new residential community.

9. Promote Clean Energy

Avalon Sudbury will conserve energy through the use of an energy efficient building envelope, fixtures, and appliances. By providing multifamily housing in Sudbury, with its access to adjacent retail and other services, greenhouse gas emissions are limited when compared to a single family subdivision.

10. Plan Regionally

A lack of affordable housing is an issue for many communities in this area, including the Town of Sudbury. AvalonBay stands out as the leading developer, builder, manager, and long-term owner of affordable rental housing in Massachusetts. AvalonBay will develop, build, and manage an attractive, safe, and comfortable Class A apartment home community that provides housing choice and will be a benefit to the Town of Sudbury and the region.

November 5, 2015

Patricia Brown, Chairman
Board of Selectmen
Town of Sudbury
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Dear Ms. Brown:

AvalonBay Communities, Inc., on behalf of Sudbury Avalon, Inc. (the “Applicant”) has applied to the Massachusetts Housing Partnership for the issuance of a 40B Project Eligibility Letter for a proposed community of 250 apartment homes located at the former Raytheon site (526 & 528 Boston Post Road). Enclosed, please find a copy of the full application for the proposed community, “Avalon Sudbury”

We appreciate the opportunity and look forward to working with the Department of Housing and Community Development, Massachusetts Housing Partnership, and the Town of Sudbury on the development of the Avalon Sudbury community.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Gillespie'.

David O. Gillespie
Senior Development Director
AvalonBay Communities, Inc.

Enclosure



November 5, 2015

Chrystal Kornegay
Undersecretary
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

Dear Ms. Kornegay:

AvalonBay Communities, Inc., on behalf of Sudbury Avalon, Inc. (the “Applicant”) has applied to the Massachusetts Housing Partnership for the issuance of a 40B Project Eligibility Letter for a proposed community of 250 apartment homes located at the former Raytheon site (526 & 528 Boston Post Road). Enclosed, please find a copy of the full application for the proposed community, “Avalon Sudbury”

We appreciate the opportunity and look forward to working with the Department of Housing and Community Development, Massachusetts Housing Partnership, and the Town of Sudbury on the development of the Avalon Sudbury community.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David O. Gillespie'.

David O. Gillespie
Senior Development Director
AvalonBay Communities, Inc.

Enclosure

EXPERIENCE OF SPONSOR

Corporate Overview



AvalonBay Communities, Inc. is a real estate investment trust (a “REIT”) focused on developing, redeveloping, acquiring, and managing high-quality apartment communities in leading metropolitan areas of the United States. These areas are in New England, the New York/New Jersey Metro area, the Mid-Atlantic, the Pacific Northwest, and the Northern and Southern California regions of the United States. As of June 30, 2015, the Company owned or held a direct or indirect ownership interest in 283 apartment communities containing 82,974 apartment homes in eleven states and the District of Columbia, of which 26 communities were under construction and seven communities were under reconstruction.

AvalonBay has an extensive history of developing and managing mixed-income housing in the Greater Boston area and around the United States. AvalonBay’s Boston regional office manages more than 30 communities representing over 8,000 apartment homes throughout the Greater Boston area. An additional four communities representing over 1,400 apartment homes are currently under development in Boston and the Greater Boston area.

Over the past 20+ years, AvalonBay has successfully completed the development of 35 communities in the Greater Boston Area, totaling over 8,000 apartments. Over this same period, we have developed over 20 communities under Chapter 40B. The following is a list of our most recent 40B developments:

AvalonBay Boston Regional Office Development Experience				
Apartment Community	Location	Number of Units	Type of Construction	Date of Completion
Avalon Canton at Blue Hills	Canton, MA	196	Wood Frame	2014
Avalon Natick	Natick, MA	407	Concrete	2013
Avalon Cohasset	Cohasset, MA	220	Wood Frame	2012
Avalon Andover	Andover, MA	115	Wood Frame	2012
Avalon Northborough	Northborough, MA	382	Wood Frame	2010
Avalon at the Hingham Shipyard	Hingham, MA	235	Wood Frame	2009
Avalon Blue Hills	Randolph, MA	276	Wood Frame	2009
Avalon Acton	Acton, MA	380	Wood Frame	2007



DEVELOPER EXPERIENCE

Scott Dale

Senior Vice President – Development

Scott has been with AvalonBay Communities, Inc., for over 17 years. He is responsible for managing AvalonBay's new development activity in the Boston Region. As of Q4, 2015, the Boston Development Group is responsible for a pipeline of \$1B in new development activity that includes 13 communities either under contract, under construction or in the entitlement process. Since joining AvalonBay in 1998, Scott has been directly associated with the development and stabilization of approximately 4,500 apartment homes in 16 separate communities. Scott holds a Bachelor of Science Degree in Civil Engineering from the University of Calgary, Calgary, Alberta. He also attended Boston University School of Management from which he graduated Beta Gamma Sigma with a Masters Degree in Business Administration.

David Gillespie

Senior Development Director

David joined Avalon in 2007 and leads day-to-day development activity on communities totaling 2,300 apartment homes and \$775 million in capital investment, including two of the largest residential projects currently under construction in Boston: AVA Theater District and Avalon North Station. David also has a great deal of experience in suburban mixed income development including Avalon at the Hingham Shipyard, Avalon Northborough, Avalon Andover, Avalon Canton at Blue Hills and Avalon Framingham. Prior to Avalon, David served in development roles at Tarragon Development and Pulte Homes in NY and NJ and as an Engineer with Turner Construction in Boston and Washington, DC. David holds a BS in Civil Engineering from Tufts University and an MBA from Columbia Business School.



Outline of Development Team

Developer/Applicant:

Sudbury Avalon, Inc.
AvalonBay Communities, Inc.
51 Sleeper Street, Suite 750
Boston, MA 02210

Legal Counsel:

Goulston & Storrs PC.
400 Atlantic Avenue
Boston, MA 02110

Architect:

The Architectural Team
50 Commandant's Way at Admiral's Hill
Chelsea, MA 02150

Civil Engineer:

VHB
101 Walnut Street
Watertown, MA 02472

Geotechnical:

Sanborn | Head & Associates, Inc.
1 Technology Park Drive
Westford, MA 0188

Environmental:

Sanborn | Head & Associates, Inc.
1 Technology Park Drive
Westford, MA 0188

Land Surveyor:

VHB
101 Walnut Street
Watertown, MA 02472

Traffic Consultant:

VHB
101 Walnut Street
Watertown, MA 02472



About The Architectural Team, Inc.

For more than 40 years, The Architectural Team has been driven by a commitment to exceptional design and an unyielding focus on achieving client objectives. Our distinctive portfolio is a result of the firm's ability to understand and draw inspiration from our client's goals. Our insightful, pragmatic design solutions reflect our respect for site, context and environmental sustainability.

As an award-winning masterplanning and architectural design firm, we have completed hundreds of developments throughout the United States, and have established an esteemed portfolio of distinctive design solutions for a broad range of building types and programs. These include the new construction of large urban, mixed use developments, multifamily and senior housing, commercial and hospitality developments, assisted living, skilled nursing and healthcare facilities, athletic, educational and recreational facilities; as well as a national reputation in the areas of historic preservation, restoration, adaptive reuse and moderate rehabilitation.

Led by Robert J. Verrier, FAIA, Michael E. Liu, AIA, and Michael D. Binette, AIA, TAT has successfully developed into a team of more than 80 professionals strong. Iconic skyline-changing projects, urban development and neighborhood revitalizations come from the firm's headquarters inside the historic Naval Commandant's Quarters in the Admiral's Hill area of Chelsea, MA, and include The Kensington, The Back Bay Hotel, Battery Wharf, Lovejoy Wharf, The Sibley Building, Harbor Place, Arlington 360, Baker Chocolate Factory, Boott Mills, and many other transformative developments.

We believe inspired design doesn't happen in isolation—it is the result of a committed partnership between the client and the design team, where respect for the character and the quality of the natural and built environment is fundamental. As a result, the firm has received over 90 awards from local and national professional and trade organizations for its work, to include American Institute of Architects, Massachusetts Historical Commission, National Association of Homebuilders, National Housing and Rehabilitation Association, and Urban Land Institute.

While our work has been honored with many awards, we are most proud of our lasting client relationships, and our part in their success.

MULTIFAMILY RESIDENTIAL

THE ARBORETUM AT CANTON, Canton, MA

Program: 156-unit apartment complex located on 40 acres of wooded preserve

Construction Type: New construction

AVALON DANVERS, Danvers, MA *

Program: 433 unit market-rate multifamily community with resident amenities

Construction Type: Historic adaptive reuse and new construction

AVALON AT LEXINGTON HILLS, Lexington, MA *

Program: New 387 unit market-rate multifamily community with resident amenities

Construction Type: Historic adaptive reuse and new construction

AVALON QUINCY, Quincy, MA

Program: 398 unit market-rate multifamily community with resident amenities

Construction Type: New Construction

ARLINGTON 360, Arlington, MA

Program: New market-rate multifamily community with 176 units comprised of rental and for-sale townhome units, club room, media room, fitness center, outdoor pool, and garage and surface parking

Construction Type: New construction

BATTLE ROAD FARM, Lincoln, MA *

Program: 120 multifamily units in 34 buildings

Construction Type: New construction

BAY RIDGE, Nashua, NH

Program: Master plan of a 412-unit low-rise multifamily cluster housing development

Construction Type: New construction

BAXTER PLACE, Portland, ME

Program: 80 condominiums and rental units

Construction Type: Rehabilitation of a certified historic industrial warehouse combined with new construction

BELL WATERTOWN, Watertown, MA

Program: 155 units of mixed-income housing

Construction Type: New construction

BRISTOL COMMONS/LENOX GREEN, Taunton, MA *

Program: 160 units of multifamily affordable housing development located on two separate sites of existing public housing

Construction Type: New construction

CHARLES STREET GARDENS, Charlestown, MA

Program: 21 luxury cluster townhomes with parking

Construction Type: New construction

CONANT VILLAGE, Danvers, MA *

Program: An affordable rental community with 60 apartments, a fitness center, and parking

Construction Type: New construction

COSTELLO HOMES CONDOMINIUMS, Boston, MA *

Program: 15 unit condominium development

Construction Type: New construction

THE FALLS, Quincy, MA

Program: 100 unit, 5 building condominium community

Construction Type: New construction

THE HAMMONDS AT CHESTNUT HILL, Brookline, MA

Program: 23 luxury condominiums with underground parking

Construction Type: New construction

HILLSIDE VILLAGE, Ware, MA *

Program: 80 unit affordable multifamily community and resident community center

Construction Type: New construction, and conversion of former rectory building

HINGHAM WOODS, Hingham, MA

Program: 277 unit townhouse community

Construction Type: New construction

THE HOMES AT SWAN POND, Walpole, MA

Program: 100-unit attached townhouse development

Construction Type: New construction

ISLAND CREEK VILLAGE, Duxbury, MA

Program: Expansion of existing multifamily housing community comprised of 214 units in multiple buildings

Construction Type: New construction

JEFFERSON AT ADMIRAL'S HILL, Chelsea, MA

Program: A new waterfront apartment community with 160 one- and two-bedroom units, underground and surface parking, a fitness center and business center

Construction Type: New construction

JEFFERSON PARK, CAMBRIDGE, MA *

Program: 180 unit public housing development

Construction Type: Reconfiguration and redevelopment of an existing public housing development

KESSLER WOODS, Brookline, MA
Program: 80 unit multifamily housing community
Construction Type: New construction

MARION STREET CONDOMINIUMS, Brookline, MA
Program: 33 luxury condominiums
Construction Type: New construction

MCBRIDE HOUSE, Boston, MA *
Program: 17 unit hospice residence
Construction Type: New construction

THE MONARCH, Brighton, MA
Program: Condominium building with 83 units
Construction Type: New construction within the former St. John of God hospital campus

NEPONSET LANDING, Quincy, MA
Program: A new 12-story apartment building with 280 units and penthouse suites, a two-story above-grade parking garage, a fitness center and a community room
Construction Type: New construction

THE HOMES AT OLD COLONY (PHASE ONE/PHASE TWO), South Boston, MA *
Program: Phase One - 116 unit, LEED Platinum Certified affordable housing community; new 10,000 sf LEED Gold Certified community center; Phase Two provides 169 affordable units.
Construction Type: New construction

OLYMPIA TOWERS, New Bedford, MA *
Program: 130 multifamily housing units
Construction Type: New construction added to an existing certified historic stone building

OVERLOOK APARTMENTS, Gardner, MA *
Program: 137 multifamily rental units
Construction Type: New construction

PONDVIEW VILLAGE, Gloucester, MA *
Program: 34 units of affordable housing
Construction Type: New construction

REDSTONE COURT, Allston, MA
Program: 84 residential units including flats and townhouses
Construction Type: New construction

REPTON PLACE, Watertown, MA *
Program: Phase one of a two-phase development providing 179 units
Construction Type: New construction

RESIDENCES AT AMORY PARK, Brookline, MA
Program: 14 condominium unit development
Construction Type: New construction

RESIDENCES LAKESHORE CENTER, W. Bridgewater, MA
Program: 289 unit multifamily housing community
Construction Type: New construction

RESIDENCES AT MALDEN SQUARE, Malden, MA
Program: A 195 unit, 6-story multifamily development
Construction Type: New construction

ROLLING GREEN, Andover, MA
Program: A 224 unit multifamily development with resident community building
Construction Type: New construction

SEASIDE VILLAGE, Niatic, CT
Program: 41 unit condominium development
Construction Type: New construction

SETON MANOR, Brighton, MA *
Program: A 20 unit hospice residence
Construction Type: New construction within the former St. John of God hospital campus

THE SHIRES AT HIGHLAND, Fall River, MA
Program: Upscale cluster townhomes
Construction Type: New construction

ST. KEVIN'S / UPHAM CORNER REDEVELOPMENT, *
Dorchester, MA
Program: 80 unit affordable multifamily community
Construction Type: Adaptive reuse and new construction

THOMAS I. ATKINS APARTMENTS, Roxbury, MA *
Program: 48 units of multifamily affordable housing
Construction Type: New construction

TURTLE CROSSING, Braintree, MA *
Program: A new residential community with 201 condominiums, a community center, swimming pool, and fitness room, plus other resident amenities
Construction Type: New construction

WATERTOWN MEWS, Watertown, MA
Program: 206 mixed-income units, fitness room, community center, outdoor pool, and underground parking
Construction Type: New construction

Who We Are



Founded in
1979



1,000 passionate professionals

including engineers, scientists, planners, and designers

23 offices

throughout the east coast



76th on ENR

Top US Design Firms List

Markets

Transportation Agencies

Real Estate

County and Local Governments

Institutions

Federal Government

Energy

VHB's passionate professionals include engineers, scientists, planners, and designers who partner with public and private clients in the transportation, real estate, institutional, and energy industries, as well as federal, state, and local governments.

Together, we work to improve mobility, enhance communities and economic vitality, and balance development and infrastructure needs with environmental stewardship.

We're a team—1,000 strong—eager to deliver value by embracing our clients' goals, anticipating challenges, building lasting partnerships, and always providing an exceptional experience.

We're passionate about making meaningful contributions to the world through the work we do, and we are proud, yet humbled, to have been doing this for more than 35 years.

VHB's innovative thinking leads to creative, practical solutions for our clients.

We bring collective knowledge, technical excellence, and a wide network of trusted relationships across our footprint to deliver value. When you have a team with such a broad range of expertise, it's only natural to look at projects from every angle, and ask the types of questions that lead to better solutions. That's what we do at VHB—we help our clients make the right decisions to move their projects forward.

Our team has an open-minded approach to projects, and we are committed to listening and truly understanding our clients' needs—we see the whole picture, not just one piece. We integrate the right people and resources from our four core service areas to help clients initiate and complete intricate, challenging, and significant projects.

Transportation Planning & Engineering

Related Services | Roadway & Highway Engineering | Bridge Design & Engineering | Bicycle/Pedestrian Planning & Engineering | Traffic Engineering | Alternative Delivery | Transit & Rail

Land Development

Related Services | Civil Engineering | Community Planning | Due Diligence Research & Analysis | Land Survey | Land Use Planning, Engineering & Analysis | Stormwater Design & Engineering | Utilities Design | Master Planning

Planning & Design

Related Services | Community Planning | Comprehensive Plans | Entitlement Services | Landscape Architecture | Public Outreach | Zoning Analysis

Environmental

Related Services | Environmental Assessment & Compliance | Natural Resource Assessment & Analysis | NEPA Documentation & Analysis | Water Resources Analysis | Wetlands Delineation, Mitigation & Permitting | Climate Adaptation Planning



Photography © Rixon Photography
Architect Elkus Manfredi Architects

Avalon & AVA at Assembly Row

Somerville, MA | AvalonBay Communities, Inc. & Federal Realty Investment Trust

For nearly a decade, VHB's skilled in-house planning, permitting, and engineering team helped transform the Assembly Row transit-oriented development into a thriving destination. Avalon and AVA at Assembly Row feature luxury apartment homes with the added convenience of shopping and dining—all within a walkable urban, entertainment, and office environment. The new Assembly Row Orange Line Station provides quick access to downtown Boston and neighboring communities.

5M sf
mixed-use development

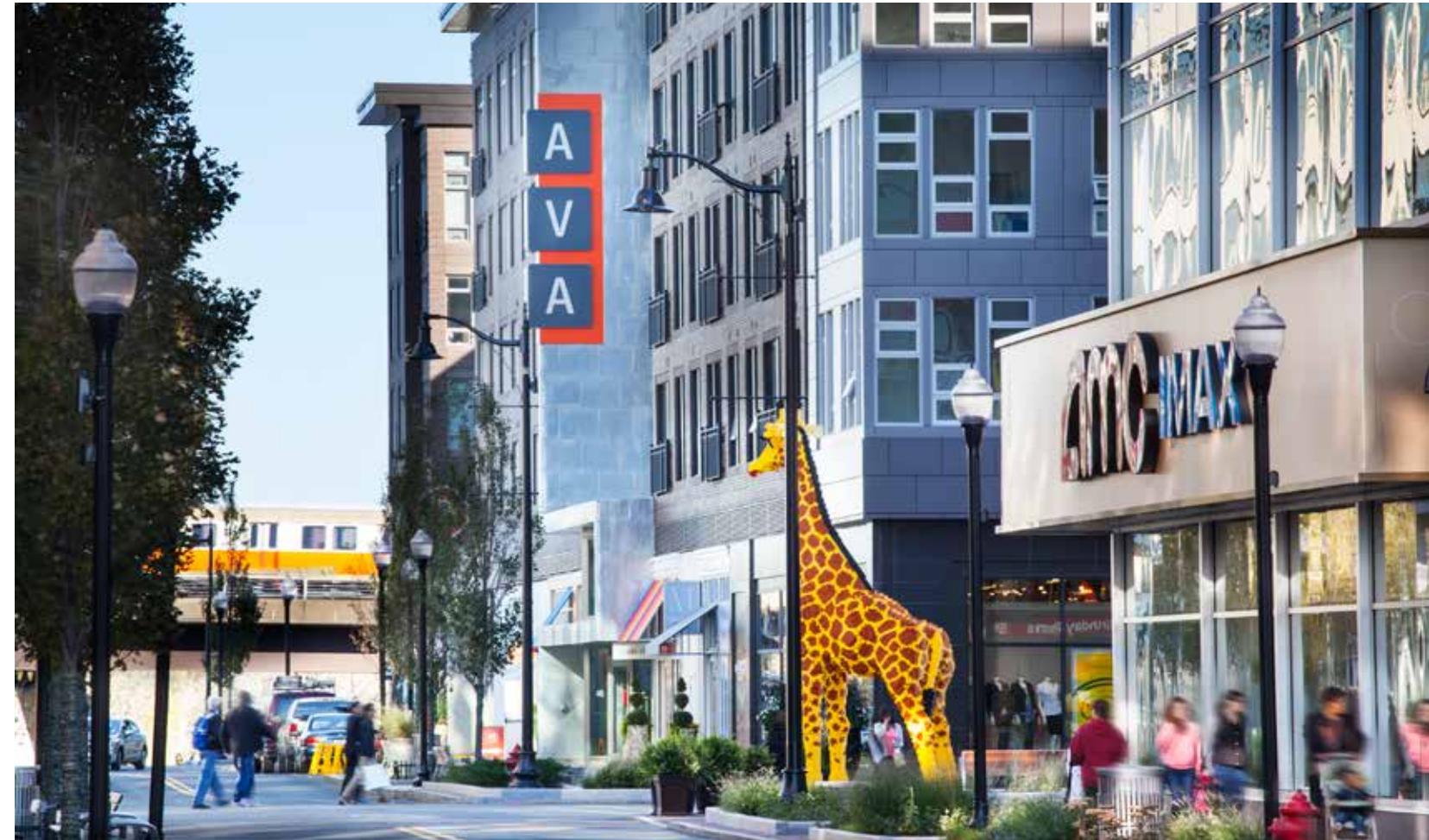
2,100
residential units including

450
rental units managed by
AvalonBay Properties

1.75M sf
office

500,000 sf
retail

\$1.5B
investment for Assembly Row





Ink Block

Boston, MA | National Development

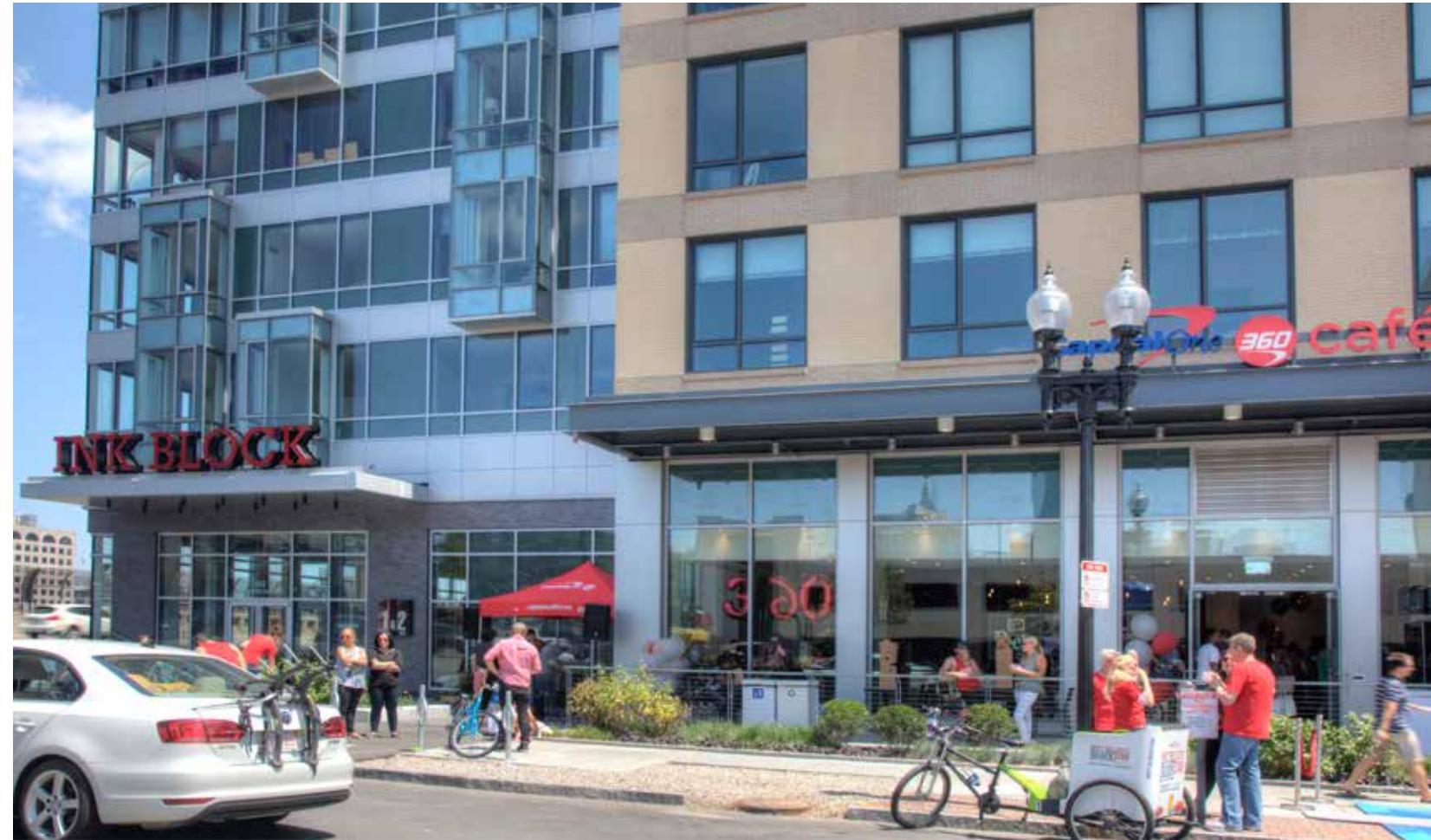
548,000 sf
mixed-use development

472
residential units

85,000 sf
retail

\$300M
construction

This high-profile redevelopment project has transformed the former Boston Herald print and office facility in Boston's South End neighborhood into a vibrant residential and retail block. VHB helped expedite the rigorous local and state permitting processes and devised creative infrastructure solutions.





Arborpoint at Station Landing

Medford, MA | National Development

16 acre
transit-oriented development

292
residential units

165,000 sf
office

100,000 sf
retail

152 key
hotel

\$270M
construction

VHB's fast-tracked and comprehensive due diligence efforts early in the project facilitated the client's purchase of the site and subsequently supported the master planning, rezoning, and permitting strategy to reposition the property as one of Boston's first transit-oriented mixed-use developments. Our pragmatic stormwater management design and extensive coordination with regulators and utility providers yielded substantial cost savings to the client.

Architects Elkus Manfredi Architects, ProCon





Arborpoint at Woodland Station

Newton, MA | National Development

180
residential units

Transit
station on-site

Arborpoint is a luxury transit-oriented apartment community that exemplifies smart growth by its close proximity to transit and walkability to commercial districts and recreational amenities. Our traffic engineers advanced the development by carefully assessing project impacts, addressing neighborhood concerns, and designing off-site improvements. VHB's ability to work with the neighborhood and consultants for abutting developments, as well as the City's peer review consultant, enabled the project to move seamlessly through the City of Newton review and approvals process.





Rendering courtesy of Baystone Development

Danforth Green

170 acre
residential development

360
units

Framingham, MA | Baystone Development,
AvalonBay Communities, Inc., Brendan Properties

Danforth Green is the first major multi-family housing development being built in Framingham in more than 30 years. When this project comes online, it will be the triumphant culmination of a decades-long process that turned a former gravel pit that disconnected neighborhoods into a profitable, sustainable, and beautiful master-planned community along the Sudbury River. VHB's design plans fulfilled development program requirements and the technical, aesthetic, and permitting challenges of this complex site, as well as maximized open space along the riverfront. Our inventive stormwater management plan helped to limit design and construction costs and protect on-site municipal wells.





Legacy Farms & Alta Legacy Farms

Hopkinton, MA | Baystone Development,
Pulte Homes, Wood Partners

733 acre

mixed-use development:
single-family homes,
townhomes, condominiums,
assisted living facility

240

rental units

500+ acres

open space

Legacy Farms is a sustainable master-planned community featuring smart growth principles that capture the site's existing amenities and minimize impacts to natural resources. VHB fostered workable solutions to balance the client's conservation and development goals, and protect and enhance the character of the Town's natural and cultural resources. For Alta Legacy Farms, we guided the development process and successfully kept the inaugural project within Legacy Farms on track from planning through construction. Our site plans yielded a cost savings of \$1.5 million in ledge removal and the innovative stormwater management and wetland buffer restoration plans met design objectives of the overall master plan. Legacy Farms won the 2009 Outstanding Project Planning Award from the Massachusetts Chapter of the American Planning Association.





Who We Are

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including engineers,
scientists, planners,
and designers

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throughout the
east coast

Core Services

Land Development
Transportation Planning & Engineering
Planning & Design
Environmental

Markets

Real Estate
Institutions
Transportation Agencies
County and Local Governments
Federal Government
Energy



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Mark Junghans, PE
Principal
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617.607.2916



Curt Quitzau, PE
Senior Project Manager
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617.607.2197

Corporate Sponsor Credit Release Authorization

NOTE: *This Credit Reference Authorization must be submitted for each corporate sponsor of the application to MHP for a Project Eligibility Letter (PEL).*

Corporation Name Sudbury Avalon, Inc.

Address c/o AvalonBay Communities, Inc. 671 N. Glebe Rd. Arlington, VA 22203

Phone Number (203) 319-4926- Joanne Lockridge

Tax I.D. Number TBD

I, Joanne Lockridge of Sudbury Avalon, Inc (“Sponsor”), hereby give my consent for Massachusetts Housing Partnership, and its assigned Credit Bureau(s), to have any and all information regarding checking and/or savings accounts, credit obligations, and all other credit matters which they may require in connection with the Sponsor’s application for a Project Eligibility Letter. This form *may be* reproduced, and that copy shall be as effective as the original consent which I have signed.

I am aware that the assigned Credit Bureau may call me to clarify information obtained in my credit history or application, in order to expedite the process of the application.

SPONSOR:  _____

By: Joanne Lockridge Date: 10/29/15

Its: Senior Vice President
Hereunto Duly Authorized

Sponsor Financial Disclosure Form (Corporations)

The following must be filled out for each corporate Sponsor of the application to MHP for a Project Eligibility Letter. If there is more than one such corporate Sponsor, a separate disclosure form must be completed and signed for each one.

Identify the Sponsor here: Sudbury Avalon, Inc.

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Is the Sponsor a defendant in any suit or legal action? NO
2. Is the Sponsor the subject of any governmental investigations or administrative proceedings? NO
3. Is the Sponsor presently subject to any unsatisfied judgments or tax liens? NO
4. Has the Sponsor ever been through bankruptcy or settled any debts for less than the amount owed? NO
5. Are all of the Sponsor's state and federal income taxes current? YES
6. Are any of the Sponsor's income tax returns currently being audited?
If yes, what years? _____ NO
7. Is the Sponsor a maker, co-maker or guarantor on any financial obligation that is in default or has been demanded? NO
8. Has the Sponsor ever received an audit with a going concern reservation within the last three years? NO
9. Has any mortgage loan on a property owned by the Sponsor ever been in default by one of its present owners? NO
10. Is there any pending litigation with respect to any properties owned by the Sponsor? NO
11. Are there any outstanding liens or judgments against any property owned by the Sponsor other than mortgage liens? NO

If any principals of the Sponsor or entities affiliated with the Sponsor would answer "Yes" to any of the questions above (except #5), please explain.

NON-PROFIT ORGANIZATIONS ANSWER THESE QUESTIONS:

12. Are there repeat or on-going sources of revenue to support organizational operations NO YES (attach explanation)
13. What is your total operating budget this fiscal year? _____
How much of it needs support by either fundraising and/or charitable donations? _____
14. Has the Executive Director served for greater than two years? If no, explain relevant experience and provide resume. NO YES
15. Is there a senior finance person on staff?
If no, provide resume of the person overseeing the organization's finances NO YES
If yes, have they served for at least 2 years? NO YES
16. Are management prepared financials generated monthly? NO YES
17. Are financials and cash flow reviewed by Finance Committee and/or Board? NO YES
If yes, how often? _____

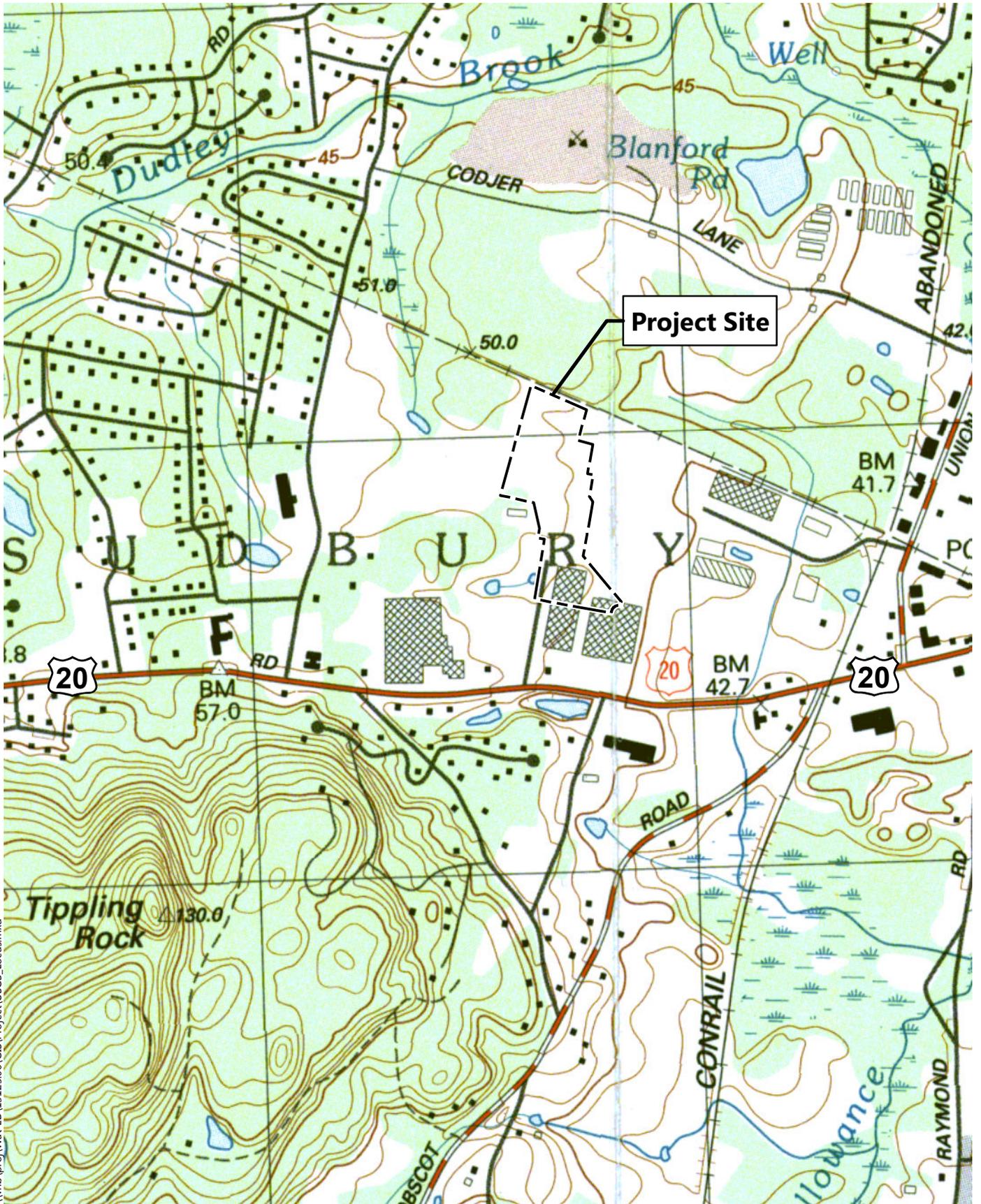
The undersigned affirms, on behalf of the Sponsor, under the penalties of perjury, that the information on this application for a Project Eligibility Letter and on any accompanying statements is true, complete, and correct. The undersigned agrees to notify MHP of any material changes in the information shown on this application or on any accompanying statements. The undersigned authorizes MHP to gather and collect any information, including without limitation, any credit reports required to determine the creditworthiness of the Sponsor or any affiliated entities of the Sponsor.

SPONSOR: _____ 

By: Joanne Lockridge

Date: 10/29/15

Its: Senior Vice President
Hereunto Duly Authorized



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Avalon Sudbury

| Boston Post Rd. (Rt. 20), Sudbury, MA

USGS Locus Map

Source: USGS 1987



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Project Site

20

20

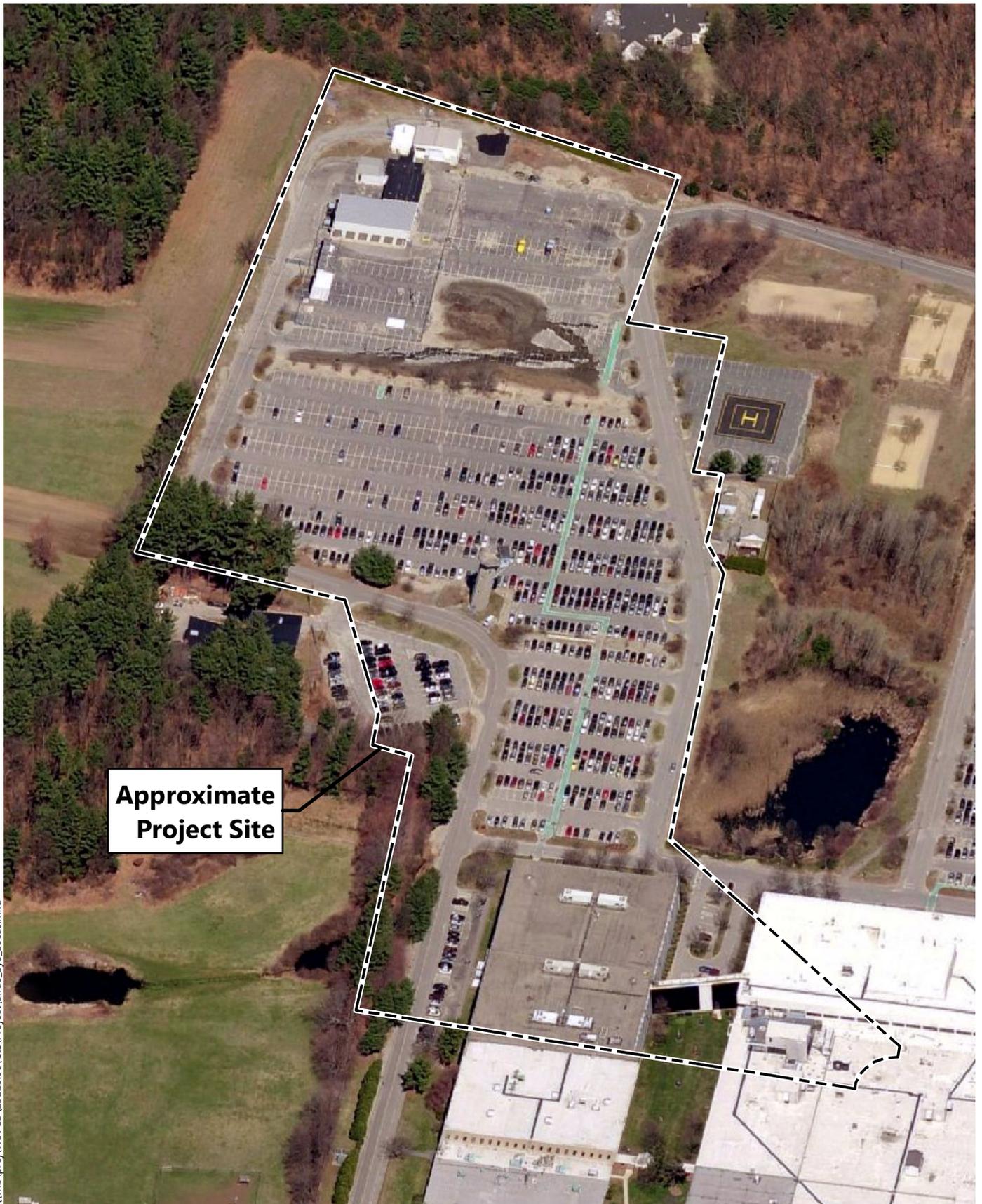
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Avalon Sudbury

| Boston Post Rd. (Rt. 20), Sudbury, MA

Aerial Locus Map

Source: USGS



**Approximate
Project Site**

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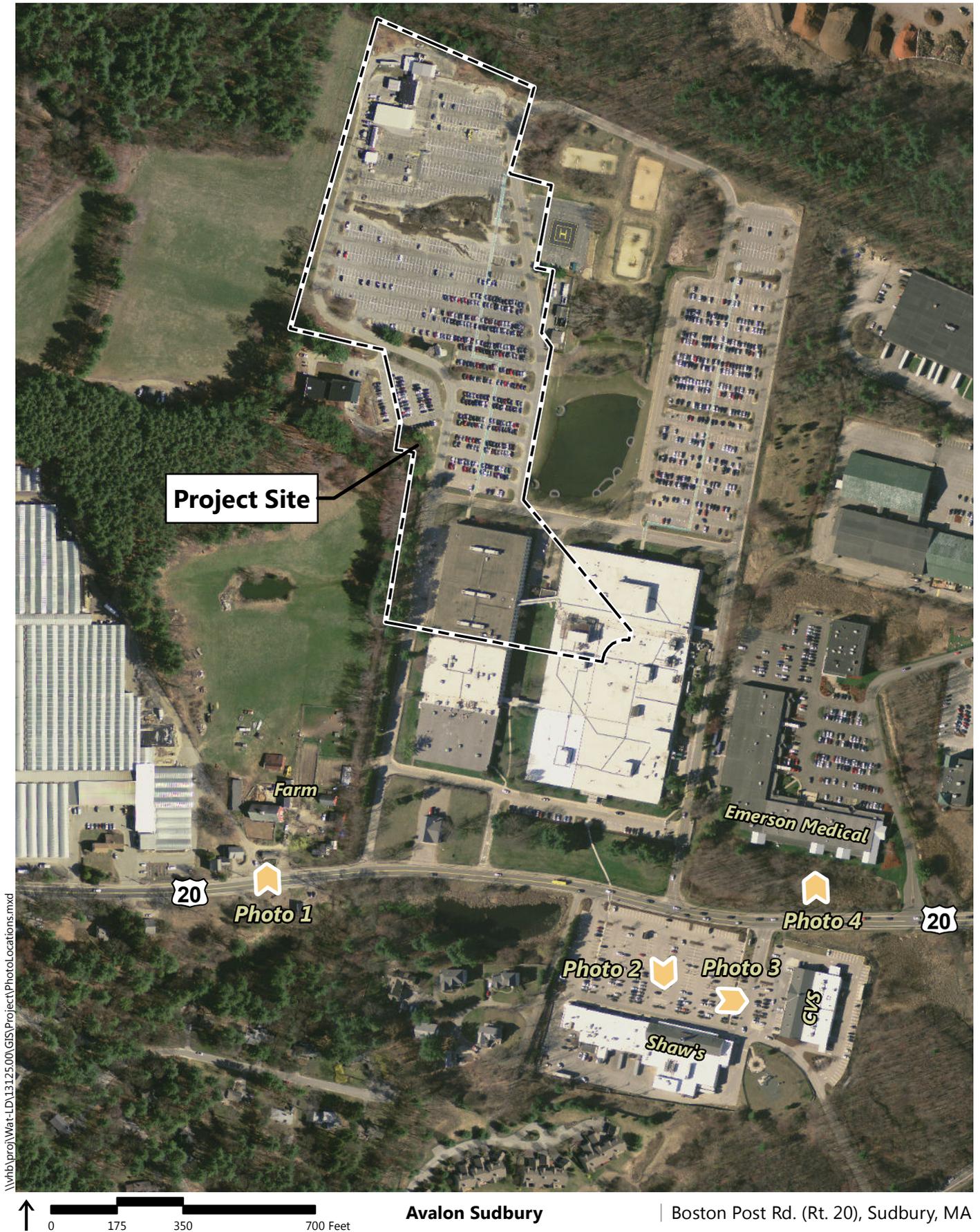


Avalon Sudbury

| Boston Post Rd. (Rt. 20), Sudbury, MA

Birds Eye View

Source: Bing/Microsoft



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↑ 0 175 350 700 Feet

Avalon Sudbury

| Boston Post Rd. (Rt. 20), Sudbury, MA

Note: Photos referenced hereon are included in Figures 4a and 4b. Arrows indicate viewing direction.

Context Photos Locations

Source: USGS



Photo 1 - Farm/nursery abutting the Project Site to the west, looking north



Photo 2 - Shaw's Supermarket across Boston Post Road (Route 20) from the Project Site, looking south

Avalon Sudbury

| Boston Post Rd. (Rt. 20), Sudbury, MA

Note: See Figure 4 for locations and viewing direction of photos shown hereon.

Context Photos

Source: Bing/Microsoft

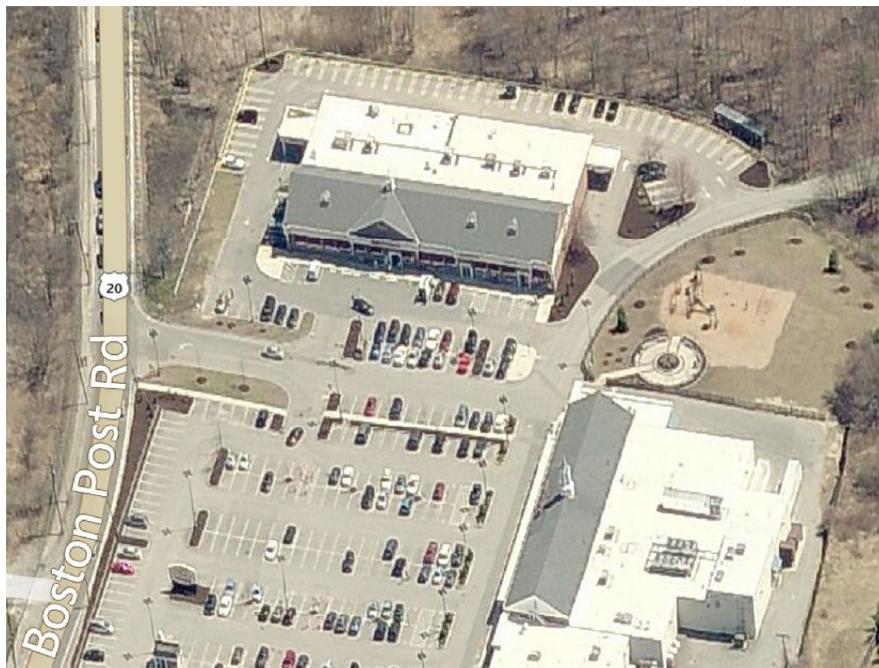


Photo 3 - CVS Pharmacy across Boston Post Road (Route 20) from the Project Site, looking east

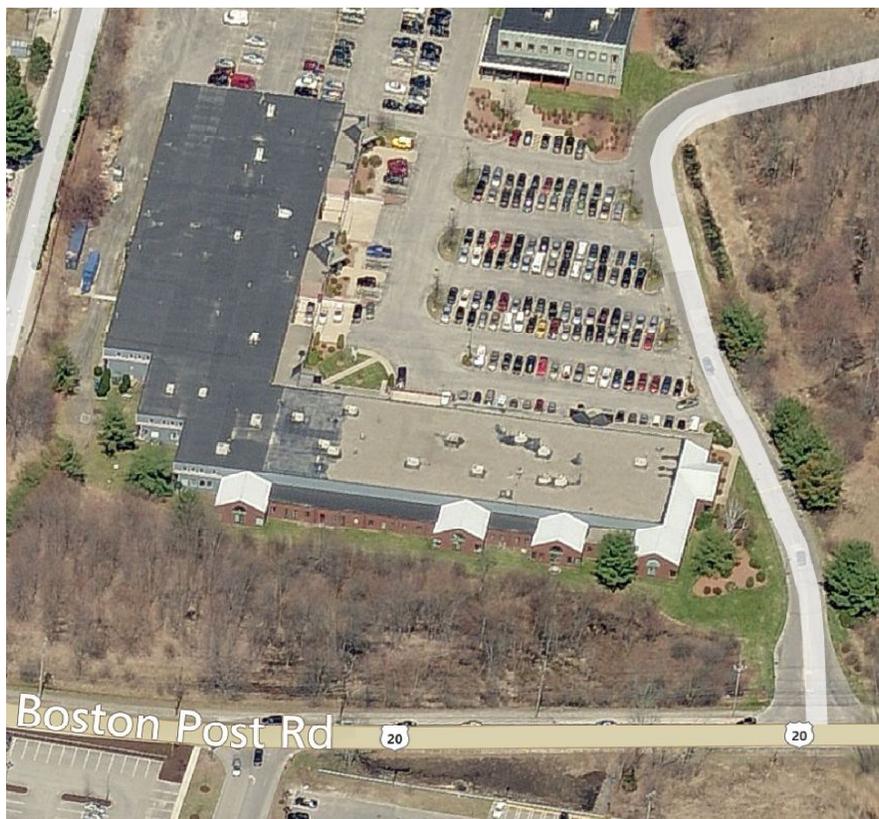


Photo 4 - Emerson Medical at Sudbury abutting the Project Site to the east, looking north

Avalon Sudbury

| Boston Post Rd. (Rt. 20), Sudbury, MA

Note: See Figure 4 for locations and viewing direction of photos shown hereon.

Context Photos

Source: Bing/Microsoft

NO DEVIATION FROM THE CONTRACT PLANS AND SPECIFICATIONS CAN BE MADE UNTIL A REQUEST FOR CONSTRUCTION CHANGE, HUD FORM 92437 HAS BEEN SUBMITTED AND APPROVED.

Arch	
Owner	
Cont'r	
Bond	

tat |
the architectural team

The Architectural Team, Inc.
50 Commandant's Way at Admiral's Hill
Chelsea MA 02150
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F 617.884.4329
www.architecturalteam.com
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Consultant:



Revision:

Architect of Record:

Drawn:

Checked:

Scale:

Key Plan:

Project Name:

AVALON SUDBURY

SUDBURY, MA

Sheet Name:

C-1

Project Number:

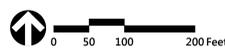
14155

Issue Date:

October 29, 2015

Sheet Number:

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IRREVOCABLE TRUST
MAP K6, LOT 600
BOOK 30097, PAGE 114

N/F THE STONE FAMILY
IRREVOCABLE TRUST
MAP K6, LOT 600
BOOK 30097, PAGE 114

N/F THE STONE FAMILY
IRREVOCABLE TRUST
MAP K6, LOT 600
BOOK 30097, PAGE 114



NO DEVIATION FROM THE
CONTRACT PLANS AND
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HUD FORM 92437 HAS BEEN
SUBMITTED AND APPROVED.

Arch	
Owner	
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Bond	

tat |
the architectural team

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vhb
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Watertown, MA 02471
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617.924.2286

Revision:

Architect of Record:

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Scale:

Key Plan:

Project Name:
AVALON SUDBURY

SUDBURY, MA

Sheet Name:

C-2

Project Number:

14155

Issue Date:

October 29, 2015

Sheet Number:

2

NO DEVIATION FROM THE CONTRACT PLANS AND SPECIFICATIONS CAN BE MADE UNTIL A REQUEST FOR CONSTRUCTION CHANGE, HUD FORM 92437 HAS BEEN SUBMITTED AND APPROVED.

Arch	
Owner	
Cont'r	
Bond	

tat |
the architectural team

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617.924.2286

Revision:

Architect of Record:

Drawn:

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Scale:

Key Plan:

Project Name:
AVALON SUDBURY

SUDBURY, MA

Sheet Name:

C-3

Project Number:

14155

Issue Date:

October 29, 2015

Sheet Number:

3

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THE STONE FAMILY
IRREVOCABLE TRUST
MAP K6, LOT 600
BOOK 30097, PAGE 114

N/F
THE STONE FAMILY IRREVOCABLE TRUST
MAP K6, LOT 600
BOOK 30097, PAGE 114

MATCH LINE

MATCH LINE

EXISTING BUILDING
TO REMAIN

FOOTPRINT AREA=7,700± S.F.

EXISTING WASTEWATER
TREATMENT PLANT TO REMAIN



Avalon Sudbury

Sudbury, Massachusetts

Application for Project Eligibility to Massachusetts Housing Partnership

tat |
the architectural team

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Chelsea MA 02150
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www.architecturalteam.com
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SUBMISSIONS :	
October 14, 2015	APPLICATION FOR PROJECT ELIGIBILITY TO MASSACHUSETTS HOUSING PARTNERSHIP

DEVELOPMENT TEAM:	
OWNER / APPLICANT	AVALONBAY COMMUNITIES, INC. 51 SLEEPER STREET, SUITE 750 BOSTON, MA 02210 PHONE #: 617.654.9505 FAX #:
ARCHITECT	THE ARCHITECTURAL TEAM, INC. 50 COMMANDANT'S WAY AT ADMIRAL'S HILL CHELSEA, MA 02150 PHONE #: 617.889.4402 FAX #: 617.884.4329
CIVIL ENGINEER	VHB 101 WALNUT STREET WATERTOWN, MA 02472 PHONE #: 617.924.1770 FAX #: 617.924.2286



Consultant:

Revision:

Architect of Record:

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Drawn: Y.Y.
Checked: E.B.
Scale: NOT TO SCALE
Key Plan:

Project Name:
AVALON SUDBURY

SUDBURY, MA
Sheet Name:
Project Cover

Project Number:
14155
Issue Date:
October 14, 2015

Sheet Number:
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BUILDING FLOOR AREA AND PARKING SUMMARY :

Floor Area & Height Tabulation										Unit Mix								GARAGE SPACES			
Building	Building Type	Stories	Building Footprint SF	Units NSF	Common	Mechanical, Storage, etc.	Deck / Balcony	Garage	Total GSF	1 BR	1 BR+DEN	1 BR + LOFT	1 BR + DEN + LOFT	2 BR	2 BR+DEN	2 BR + LOFT	3BR		3 BR+DEN	Total	
A	Clubhouse	1	5,700	0	0	0	0	0	4,500	0	0	0	0	0	0	0	0	0	0	0	
B	Baker Ranch - 3	3	11,243	17,901	0	100	1,386	4,364	23,751	5	0	6	5	0	0	0	0	0	16	16	
C	Baker Ranch - 2	3	6,804	11,382	0	100	973	2,517	14,972	3	0	4	0	3	0	0	0	0	10	10	
D	Baker Ranch - 1	3	5,630	10,165	0	100	687	2,135	13,087	3	0	0	1	4	0	0	0	0	8	8	
E	Baker Ranch - 2	3	6,804	11,382	0	100	973	2,517	14,972	3	0	4	0	3	0	0	0	0	10	10	
F	Baker Ranch - 1	3	5,630	10,165	0	100	687	2,135	13,087	3	0	0	1	4	0	0	0	0	8	8	
G	Baker Ranch - 2	3	6,804	11,382	0	100	973	2,517	14,972	3	0	4	0	3	0	0	0	0	10	10	
H	Baker Ranch - 2	3	6,804	11,382	0	100	973	2,517	14,972	3	0	4	0	3	0	0	0	0	10	10	
J	Baker Ranch - 2	3	6,804	11,382	0	100	973	2,517	14,972	3	0	4	0	3	0	0	0	0	10	10	
K	Baker Ranch - 2	3	6,804	11,382	0	100	973	2,517	14,972	3	0	4	0	3	0	0	0	0	10	10	
L	Baker Ranch - 1	3	5,630	10,165	0	100	687	2,135	13,087	3	0	0	1	4	0	0	0	0	8	8	
M	Baker Ranch - 2	3	6,804	11,382	0	100	973	2,517	14,972	3	0	4	0	3	0	0	0	0	10	10	
N	Baker Ranch - 1	3	5,630	10,165	0	100	687	2,135	13,087	3	0	0	1	4	0	0	0	0	8	8	
O	Baker Ranch - 2	3	6,804	11,382	0	100	973	2,517	14,972	3	0	4	0	3	0	0	0	0	10	10	
P	Baker Ranch - 1	3	5,630	10,165	0	100	687	2,135	13,087	3	0	0	1	4	0	0	0	0	8	8	
Q	Baker Ranch - 2	3	6,804	11,382	0	100	973	2,517	14,972	3	0	4	0	3	0	0	0	0	10	10	
R	Baker Ranch - 1	3	5,630	10,165	0	100	687	2,135	13,087	3	0	0	1	4	0	0	0	0	8	8	
S	Baker Ranch - 2	3	6,804	11,382	0	100	973	2,517	14,972	3	0	4	0	3	0	0	0	0	10	10	
T	Baker Ranch - 2	3	6,804	11,382	0	100	973	2,517	14,972	3	0	4	0	3	0	0	0	0	10	10	
U	Baker Ranch - 2	3	6,804	11,382	0	100	973	2,517	14,972	3	0	4	0	3	0	0	0	0	10	10	
V	Baker Ranch - 2	3	6,804	11,382	0	100	973	2,517	14,972	3	0	4	0	3	0	0	0	0	10	10	
W	Baker Ranch - 2	3	6,804	11,382	0	100	973	2,517	14,972	3	0	4	0	3	0	0	0	0	10	10	
T1	Townhome - 1	2 & 3	4,284	6,856	0	76	692	922	8,546	0	0	0	0	2	0	2	0	0	4	4	
T2	Townhome - 1	2 & 3	4,284	6,856	0	76	692	922	8,546	0	0	0	0	2	0	2	0	0	4	4	
T3	Townhome - 1	2 & 3	4,284	6,856	0	76	692	922	8,546	0	0	0	0	2	0	2	0	0	4	4	
T4	Townhome - 1	2 & 3	4,284	6,856	0	76	692	922	8,546	0	0	0	0	2	0	2	0	0	4	4	
T5	Townhome - 3	2 & 3	6,119	10,442	0	76	956	1,394	12,868	0	0	0	0	4	0	2	0	0	6	6	
T6	Townhome - 1	2 & 3	4,593	6,786	0	76	652	1,240	8,754	0	0	0	0	0	0	2	2	0	4	6	
T7	Townhome - 1	2 & 3	4,593	6,786	0	76	652	1,240	8,754	0	0	0	0	0	0	2	2	0	4	6	
T8	Townhome - 2	2 & 3	5,376	8,614	0	76	804	1,317	10,811	0	0	0	0	2	0	2	1	0	5	6	
T9	Townhome - 2	2 & 3	5,314	8,649	0	76	824	1,158	10,707	0	0	0	0	3	0	2	0	0	5	5	
T10	Townhome - 3	2 & 3	6,119	10,442	0	76	956	1,394	12,868	0	0	0	0	4	0	2	0	0	6	6	
Sub Total										65	0	62	0	53	45	0	20	5	250	255	
Outbuildings										26%	0%	25%	0%	21%	18%	0%	8%	2%			
R1	Recycling/Maint	1	2,497	0	0	2,497	0	0	2,497	127 1BR UNITS			98 2BR UNITS			25 3BR UNITS					
										51%			39%			10%					
Project Total			197,726	317,382	0	5,357	26,742	63,843	417,824												
										TOTAL GARAGE PARKING SPACES										255	
										TOTAL SURFACE PARKING SPACES										323	
										TOTAL PARKING SPACES										578	
										SPACES PER UNIT										2.3	

NOTES:
 1. Units NSF (Net Square Feet) is measured from face of the exterior wall, center line of demising walls, and corridor face of corridor walls. Total includes all space within the unit and mechanical closet at balcony.
 2. Total GSF (Gross Square Feet) is measured from exterior face of exterior wall. Totals includes the units NSF, corridors, common space, stairwells, balconies and garages.
 3. HP Units: 5% of dwelling units shall be handicap accessible per 521 CMR

BUILDING KEY PLAN



DWG #	DRAWING TITLE	ISSUE DATES	
		DATE	DESCRIPTION
T0.01	PROJECT COVER		
T0.02	PROJECT INFORMATION, DRAWING LIST & BUILDING KEY PLAN		
ARCHITECTURAL DRAWINGS			
A1.00	BUILDING TYPE 1 (D, F, L, N, P & R) 1ST, 2ND & 3RD FLOOR PLANS		
A1.01	BUILDING TYPE 2 (C, E, G, H, J, K, M, O, S, T, U, V & W) 1ST, 2ND & 3RD FLOOR PLANS		
A1.02	BUILDING TYPE 3 (B) 1ST & 2ND FLOOR PLANS		
A1.03	BUILDING TYPE 3 (B) 3RD FLOOR PLAN		
A1.04	TOWNHOME TYPE 1 (T1, T2, T3, T4, T8 & T9) 1ST, 2ND & 3RD FLOOR PLANS		
A1.05	TOWNHOME TYPE 2 (T5 & T6) 1ST, 2ND & 3RD FLOOR PLANS		
A1.06	TOWNHOME TYPE 3 (T7 & T10) 1ST, 2ND & 3RD FLOOR PLANS		
A1.07	CLUBHOUSE & TRASH / MAINTENANCE PLANS		
A2.01	TYPICAL UNIT PLANS		
A2.02	TYPICAL UNIT PLANS		
A2.03	TYPICAL UNIT PLANS		
A2.04	TYPICAL UNIT PLANS		
A4.00	EXTERIOR ELEVATIONS BLDG TYPE 1 (D, F, L, N, P & R)		
A4.01	EXTERIOR ELEVATIONS BLDG TYPE 2 (C, E, G, H, J, K, M, O, S, T, U, V & W)		
A4.02	EXTERIOR ELEVATIONS TOWNHOME TYPE 2 (T5 & T6)		
A4.03	EXTERIOR ELEVATIONS CLUBHOUSE		



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Consultant:

Revision:

Architect of Record:

PRELIMINARY DRAWING
 NOT FOR CONSTRUCTION

Drawn: Y.Y.

Checked: E.B.

Scale: NOT TO SCALE

Key Plan:

Project Name:
AVALON SUDBURY

SUDBURY, MA

Sheet Name:

**PROJECT INFORMATION,
 DRAWING LIST &
 BUILDING KEY PLAN**

Project Number:

14155

Issue Date:

October 14, 2015

Sheet Number:

T0.02

Consultant:

Revision:

Architect of Record:

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Drawn: Y.Y.

Checked: E.B.

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

AVALON SUDBURY

SUDBURY, MA

Sheet Name:

**BUILDING TYPE 1 (D,F,L,
N,P & R) FIRST,
SECOND & THIRD
FLOOR PLANS**

Project Number:

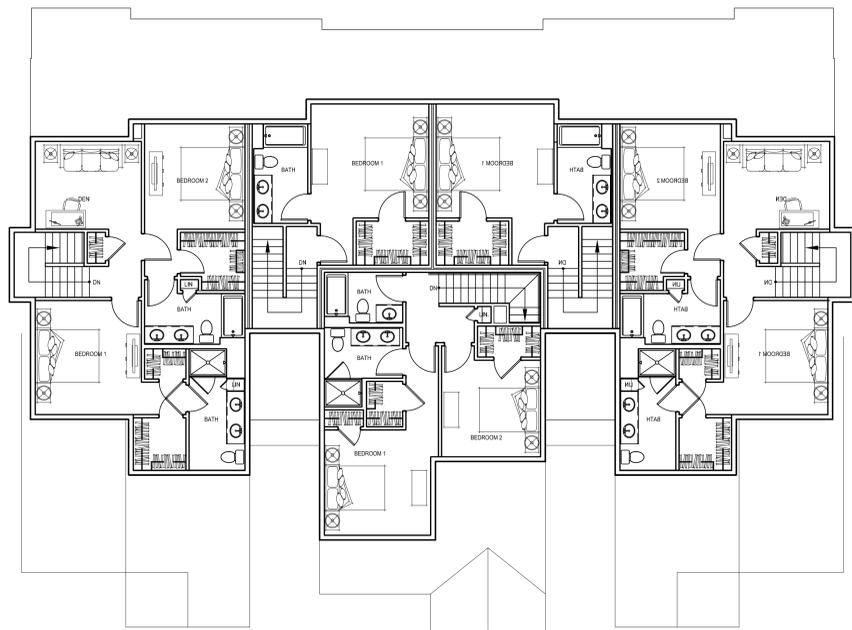
14155

Issue Date:

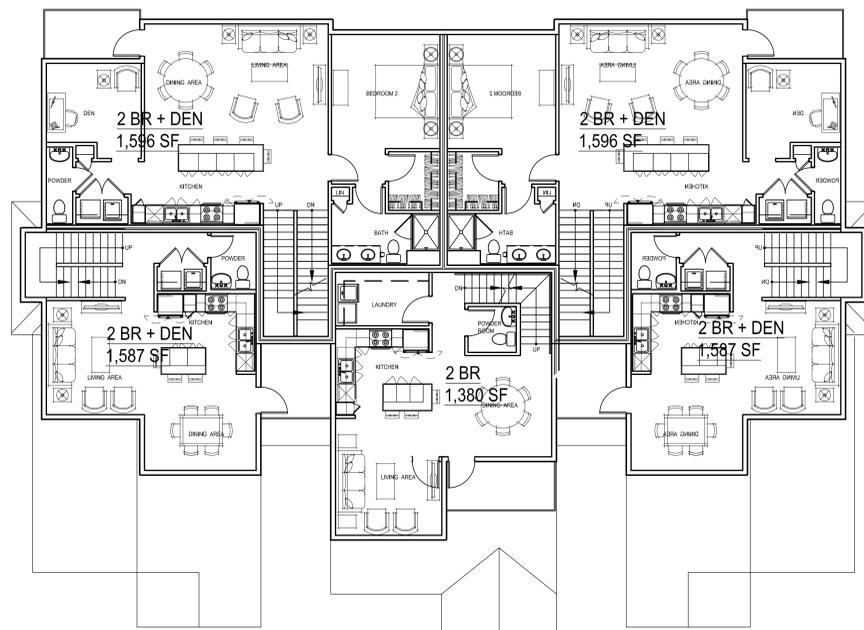
October 14, 2015

Sheet Number:

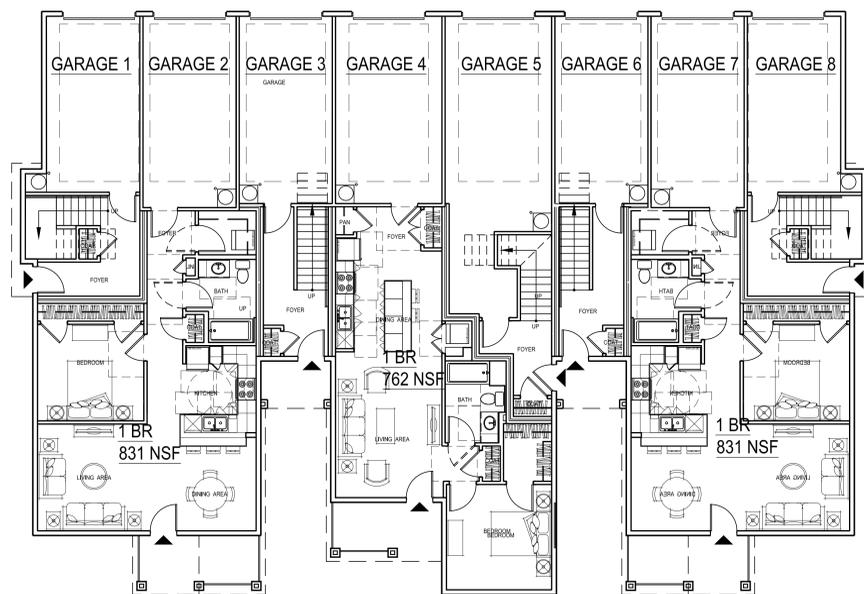
A1.00



30 THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"



20 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



10 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

Consultant:

Revision:

Architect of Record:

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Drawn: Y.Y.

Checked: E.B.

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

AVALON SUDBURY

SUDBURY, MA

Sheet Name:

**BUILDING TYPE 2 (C,E,G,
H,J,K,M,O,Q,S,T,U, V & W)
FIRST, SECOND & THIRD
FLOOR PLANS**

Project Number:

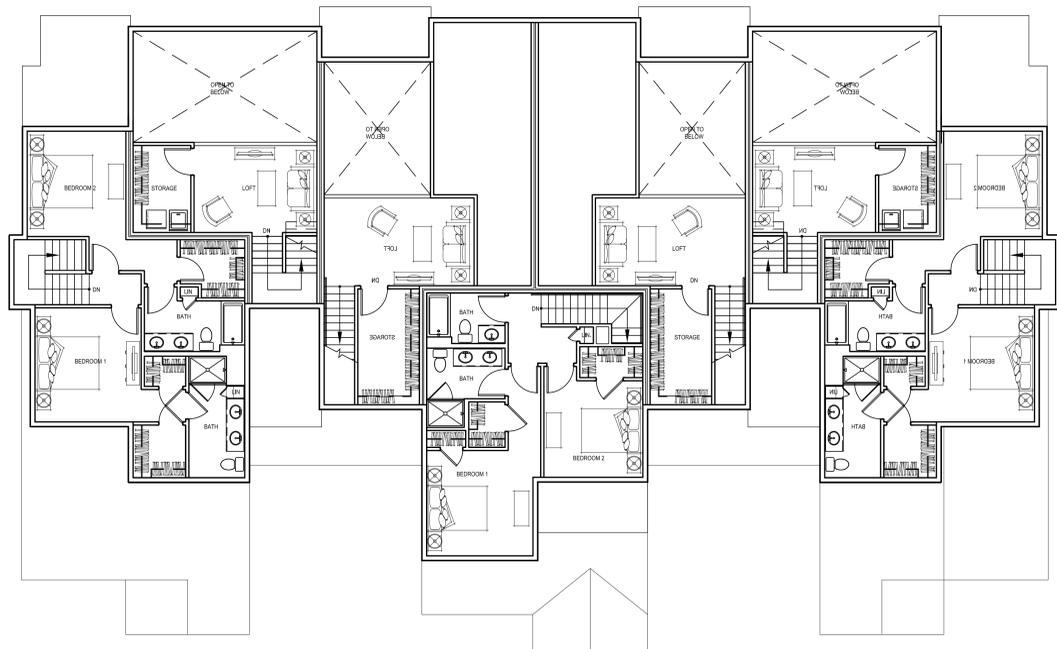
14155

Issue Date:

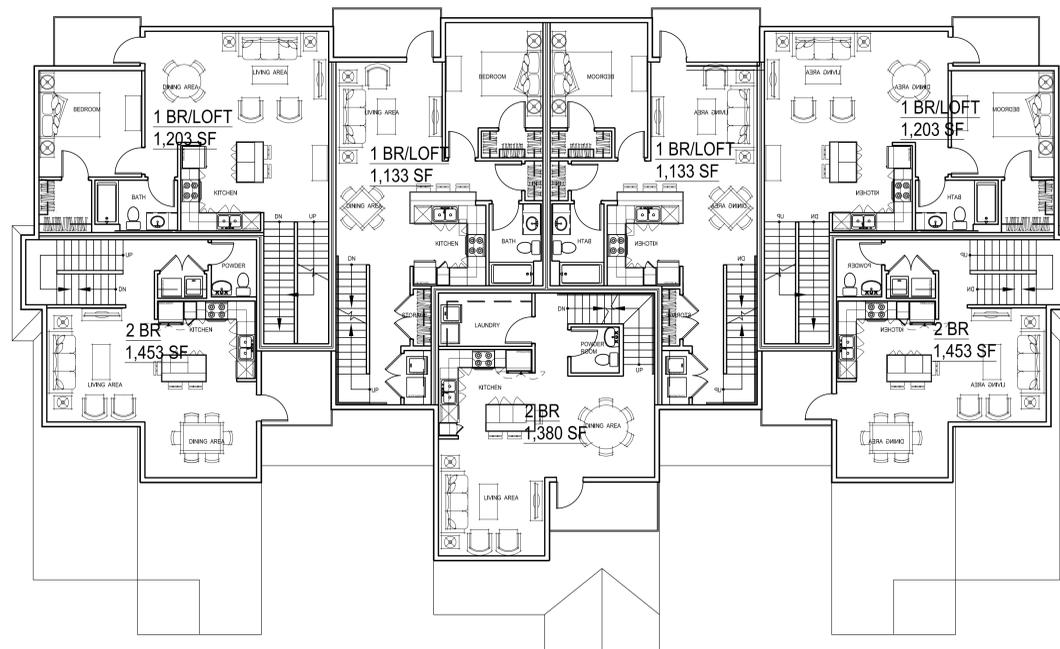
October 14, 2015

Sheet Number:

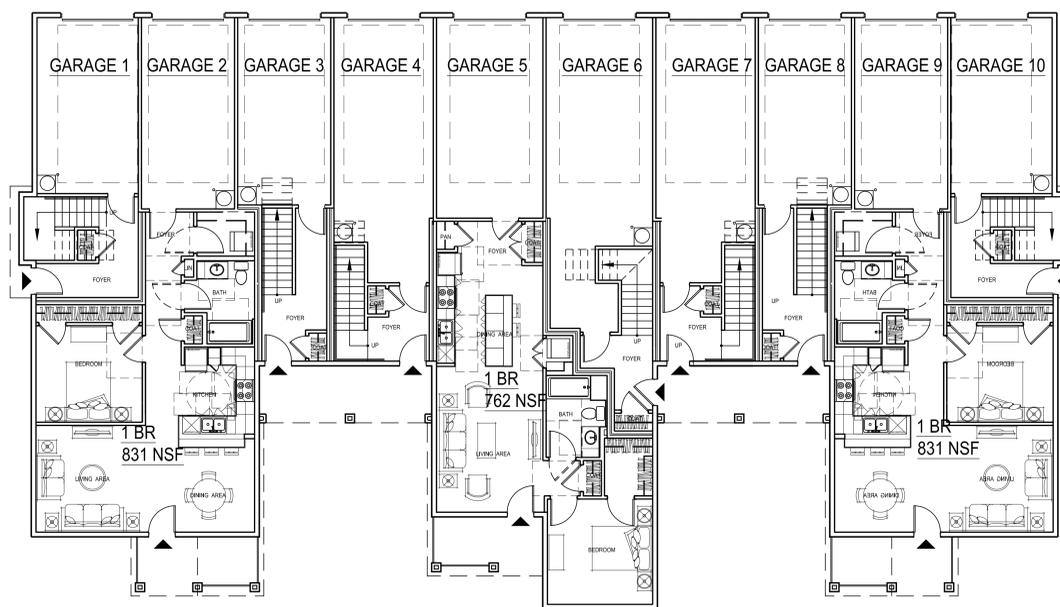
A1.01



30 THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"



20 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



10 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

Consultant:

Revision:

Architect of Record:

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Drawn: Y.Y.

Checked: E.B.

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

AVALON SUDBURY

SUDBURY, MA

Sheet Name:

**BUILDING TYPE 3 (B)
FIRST & SECOND
FLOOR PLANS**

Project Number:

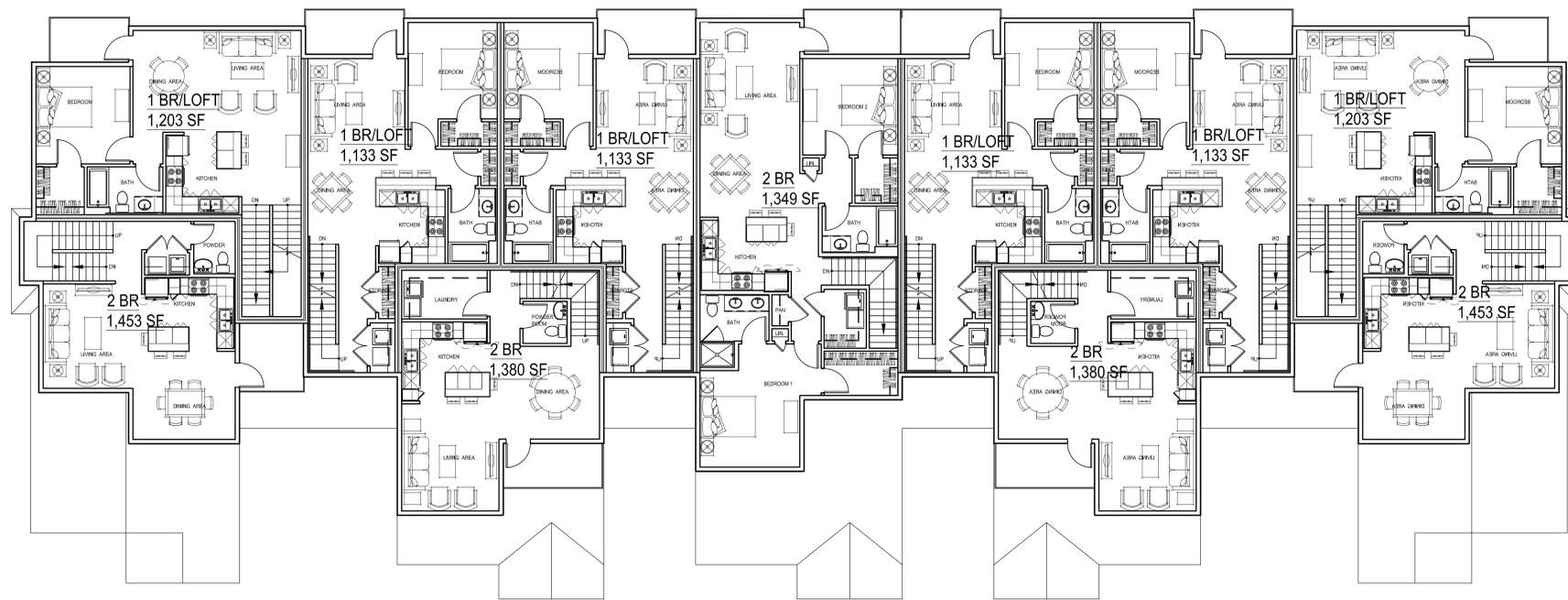
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Issue Date:

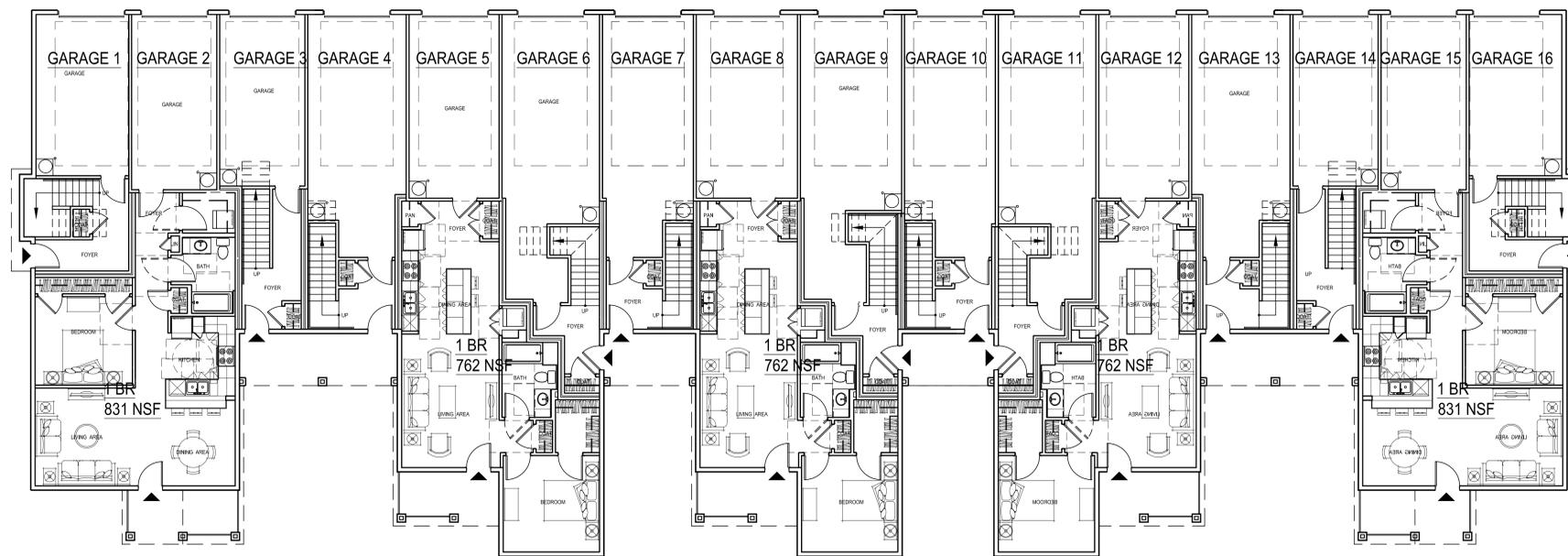
October 14, 2015

Sheet Number:

A1.02



20 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



10 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

Consultant:

Revision:

Architect of Record:

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Drawn: Y.Y.

Checked: E.B.

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

AVALON SUDBURY

SUDBURY, MA

Sheet Name:

**BUILDING TYPE 3 (B)
THIRD FLOOR PLAN**

Project Number:

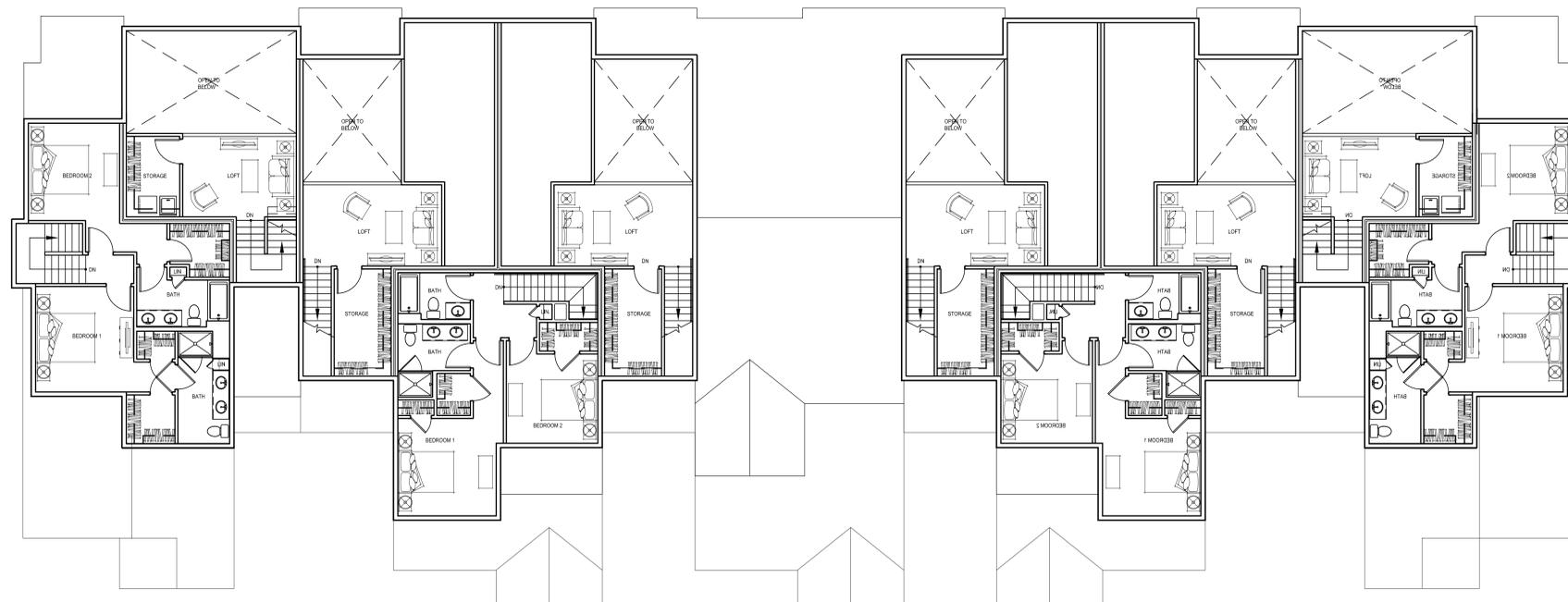
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Issue Date:

October 14, 2015

Sheet Number:

A1.03



10 THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

Consultant:

Revision:

Architect of Record:

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Drawn: Y.Y.

Checked: E.B.

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

AVALON SUDBURY

SUDBURY, MA

Sheet Name:

**TOWNHOME TYPE 2
(T8 & T9)
FIRST, SECOND
THIRD FLOOR PLANS**

Project Number:

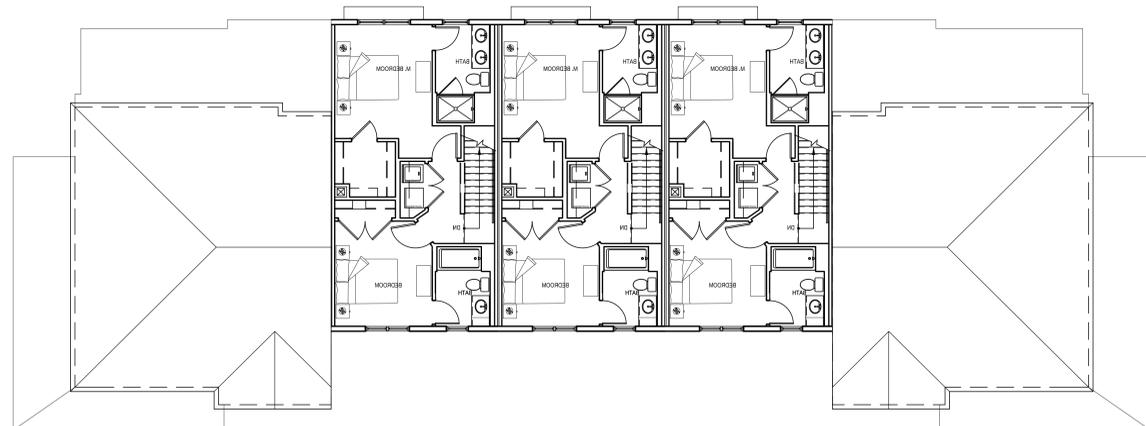
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Issue Date:

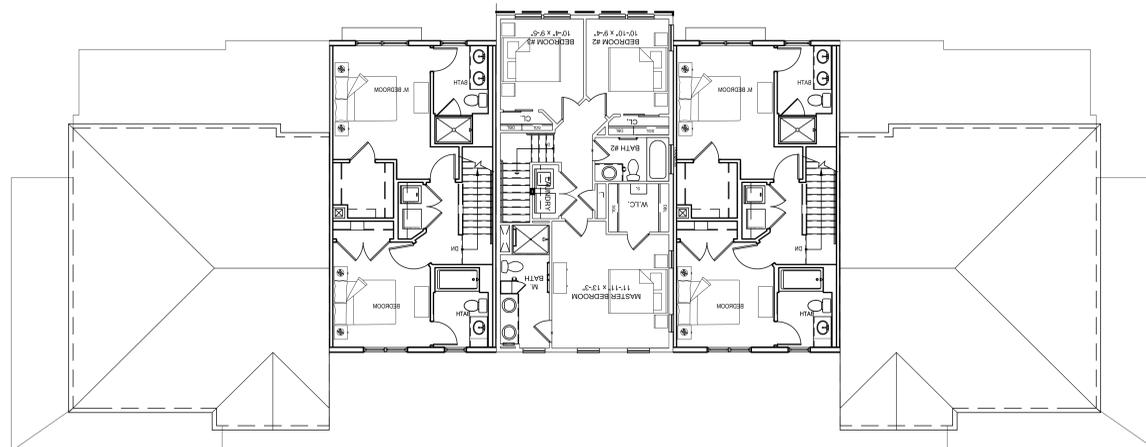
October 14, 2015

Sheet Number:

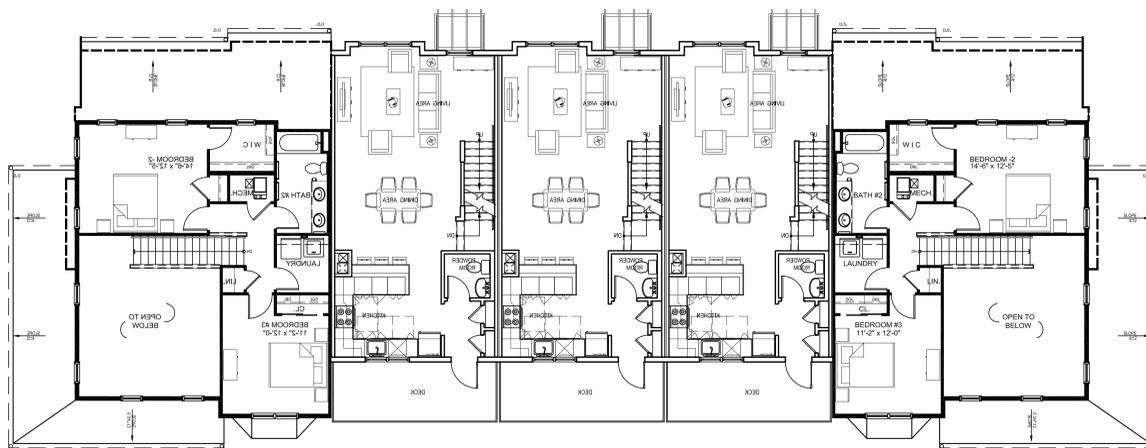
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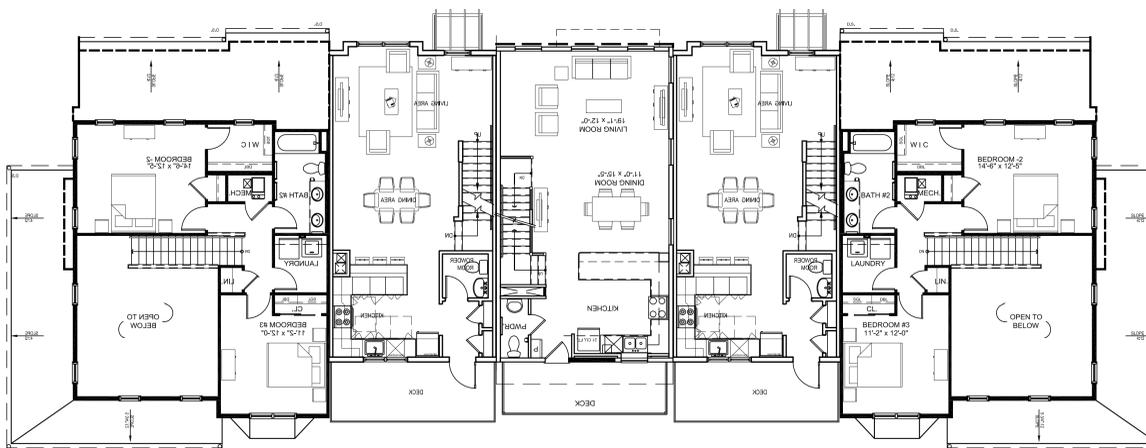
22 THIRD FLOOR PLAN (FRONT LOAD)
SCALE: 1/8" = 1'-0"



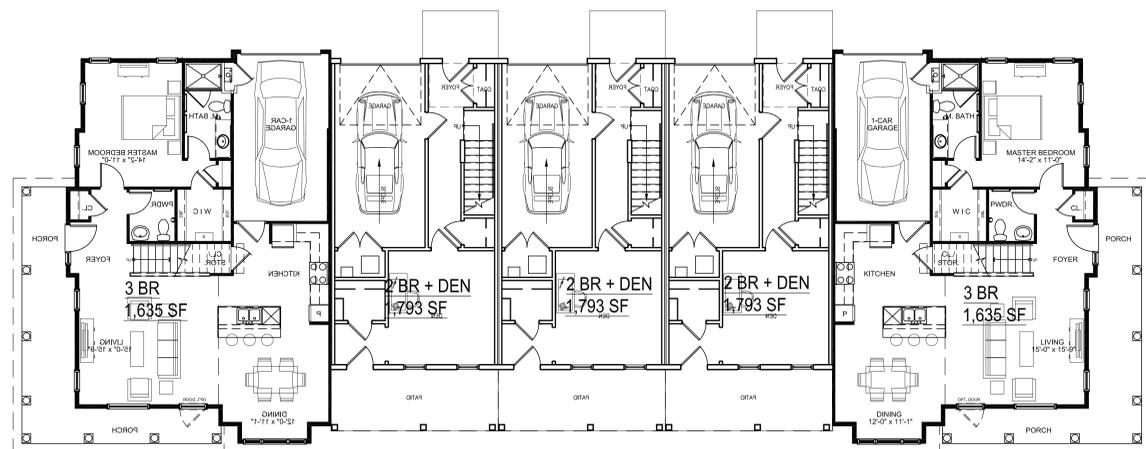
22 THIRD FLOOR PLAN (FRONT LOAD)
SCALE: 1/8" = 1'-0"



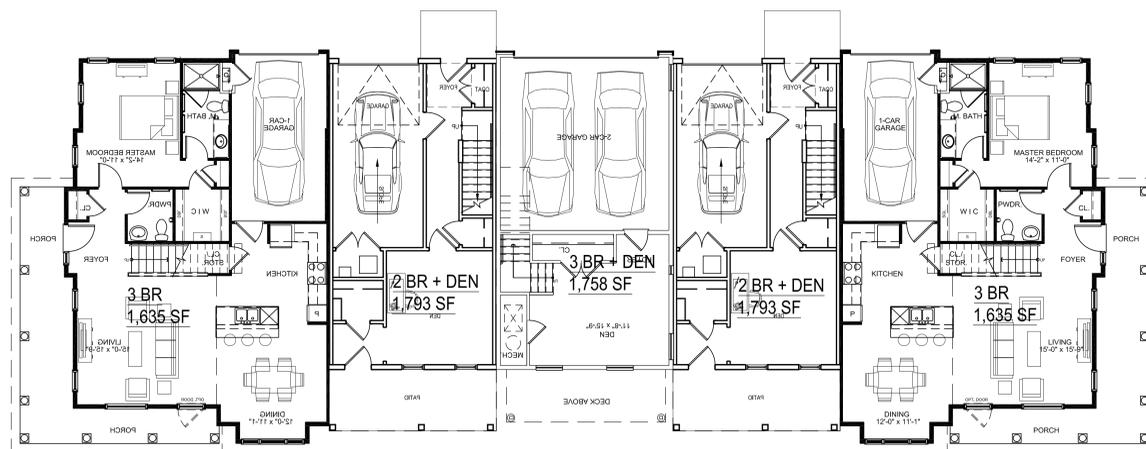
21 SECOND FLOOR PLAN (FRONT LOAD)
SCALE: 1/8" = 1'-0"



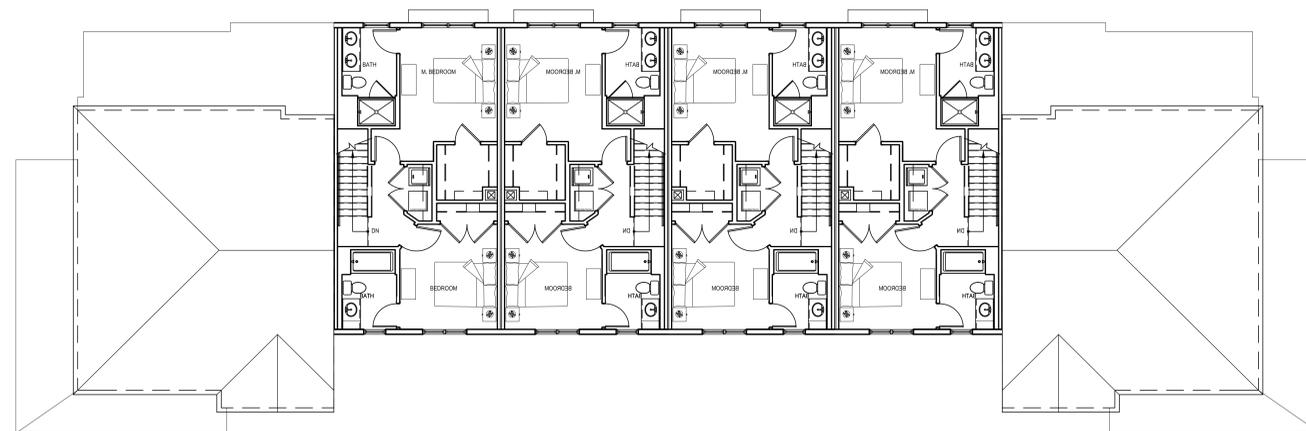
21 SECOND FLOOR PLAN (FRONT LOAD)
SCALE: 1/8" = 1'-0"



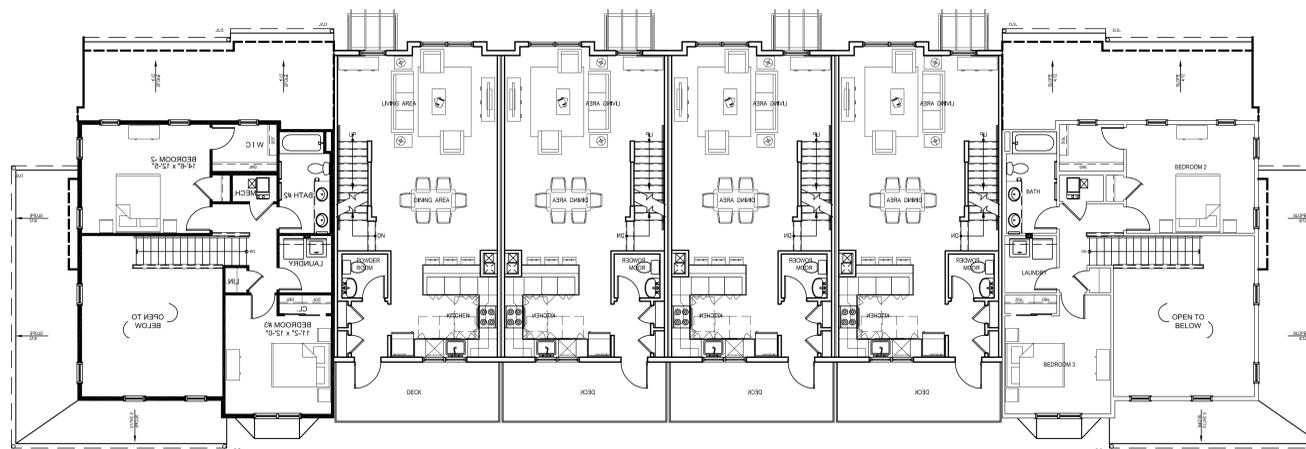
20 FIRST FLOOR PLAN (FRONT LOAD)
SCALE: 1/8" = 1'-0"



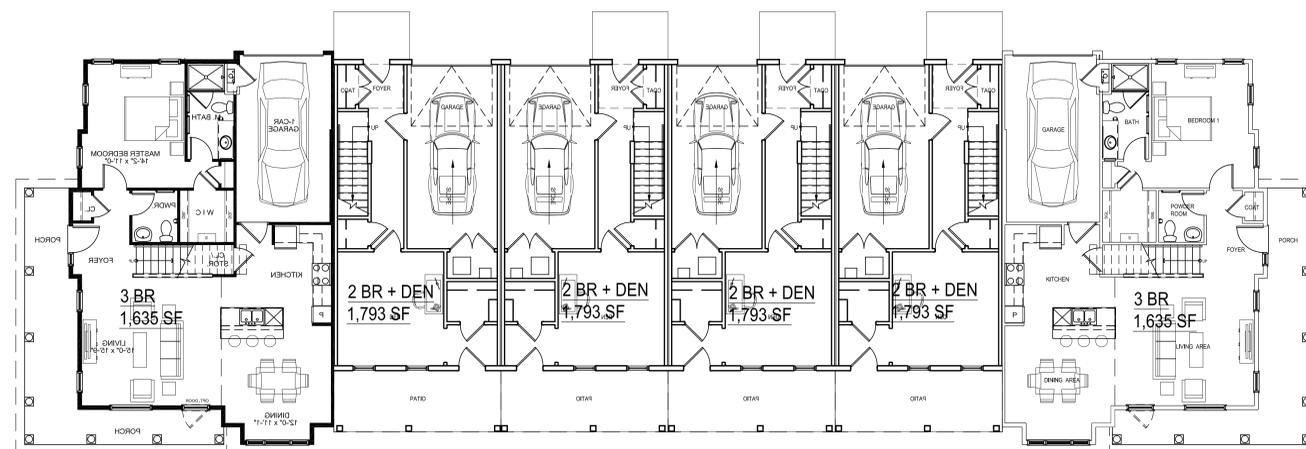
20 FIRST FLOOR PLAN (FRONT LOAD)
SCALE: 1/8" = 1'-0"



12 THIRD FLOOR PLAN (REAR LOAD)
SCALE: 1/8" = 1'-0"



11 SECOND FLOOR PLAN (REAR LOAD)
SCALE: 1/8" = 1'-0"



10 FIRST FLOOR PLAN (REAR LOAD)
SCALE: 1/8" = 1'-0"

Consultant:

Revision:

Architect of Record:

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Drawn: Y.Y.

Checked: E.B.

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

AVALON SUDBURY

SUDBURY, MA

Sheet Name:

**TOWNHOME TYPE 3
(T5 & T10)
FIRST, SECOND
THIRD FLOOR PLANS**

Project Number:

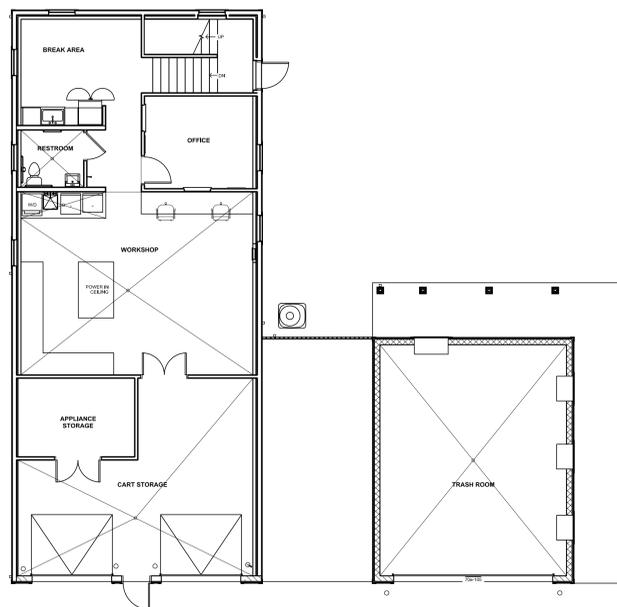
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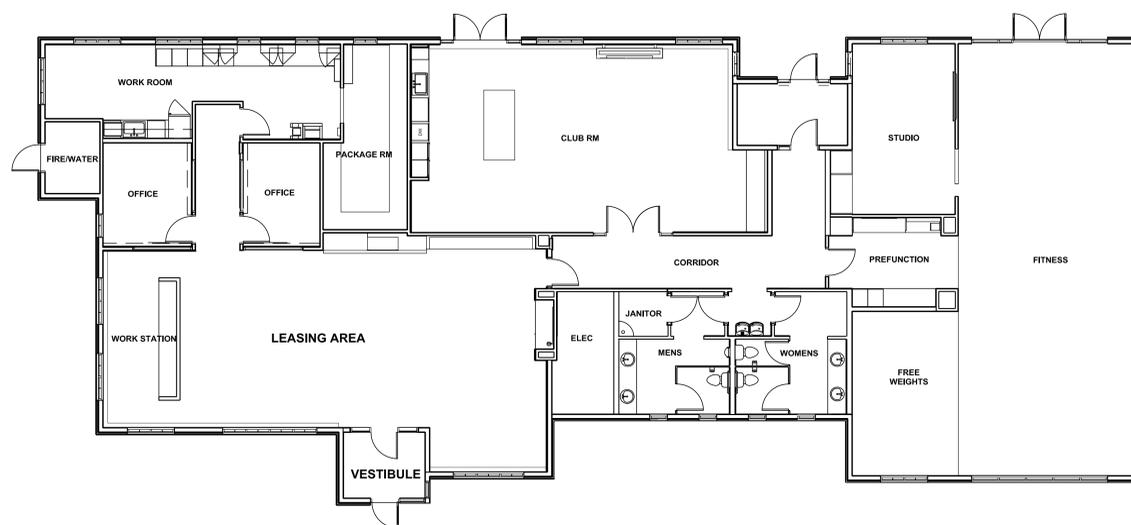
October 14, 2015

Sheet Number:

A1.06



10 TRASH / MAINTENANCE PLAN
SCALE: 1/8" = 1'-0"



10 CLUBHOUSE PLAN
SCALE: 1/8" = 1'-0"

Consultant:

Revision:

Architect of Record:

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Drawn: Y.Y.

Checked: E.B.

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

AVALON SUDBURY

SUDBURY, MA

Sheet Name:

**CLUBHOUSE &
TRASH / MAINTENANCE
PLANS**

Project Number:

14155

Issue Date:

October 14, 2015

Sheet Number:

A1.07

Consultant:

Revision:

Architect of Record:

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Drawn: Y.Y.

Checked: E.B.

Scale: 1/4" = 1'-0"

Key Plan:

Project Name:

AVALON SUDBURY

SUDBURY, MA

Sheet Name:

Typical Unit Plans

Project Number:

14155

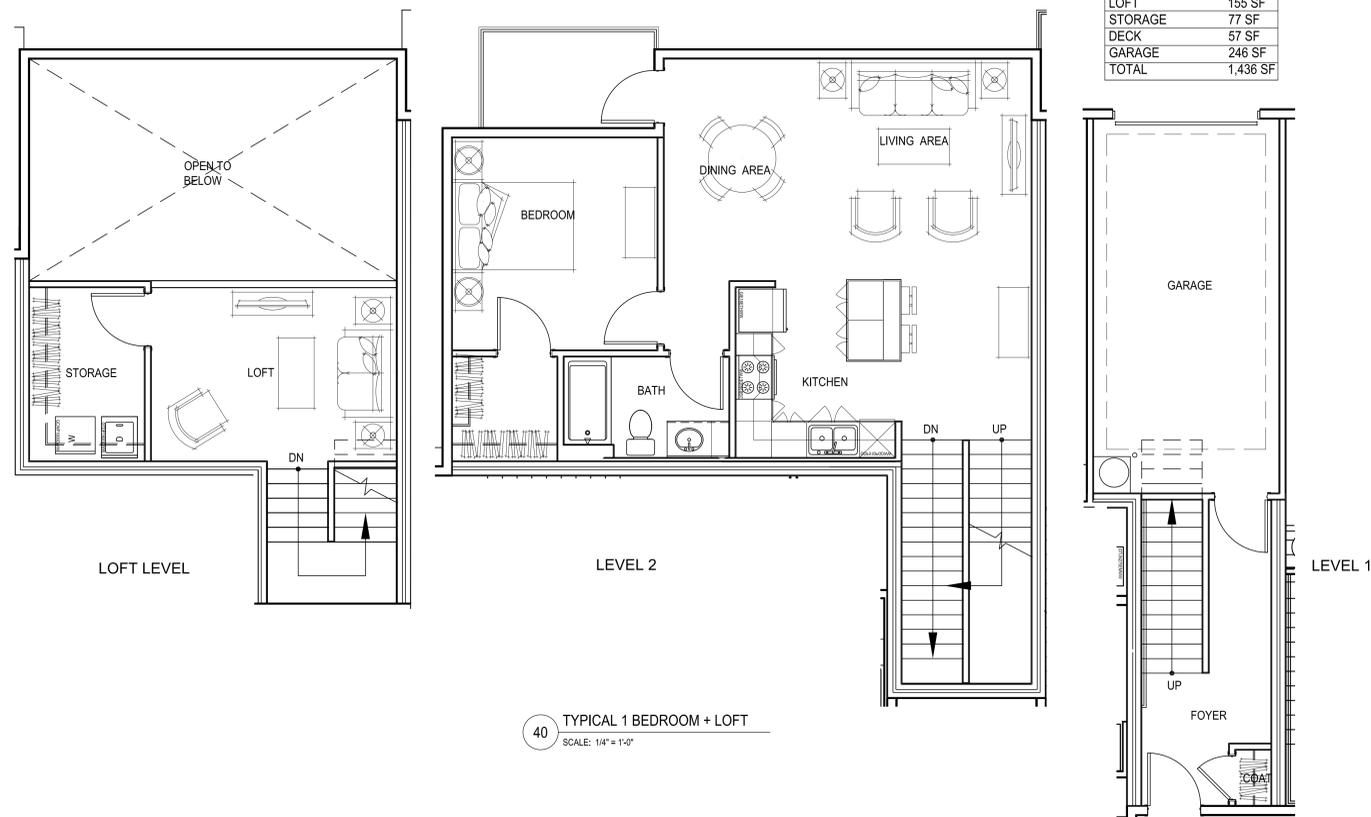
Issue Date:

October 14, 2015

Sheet Number:

A2.01

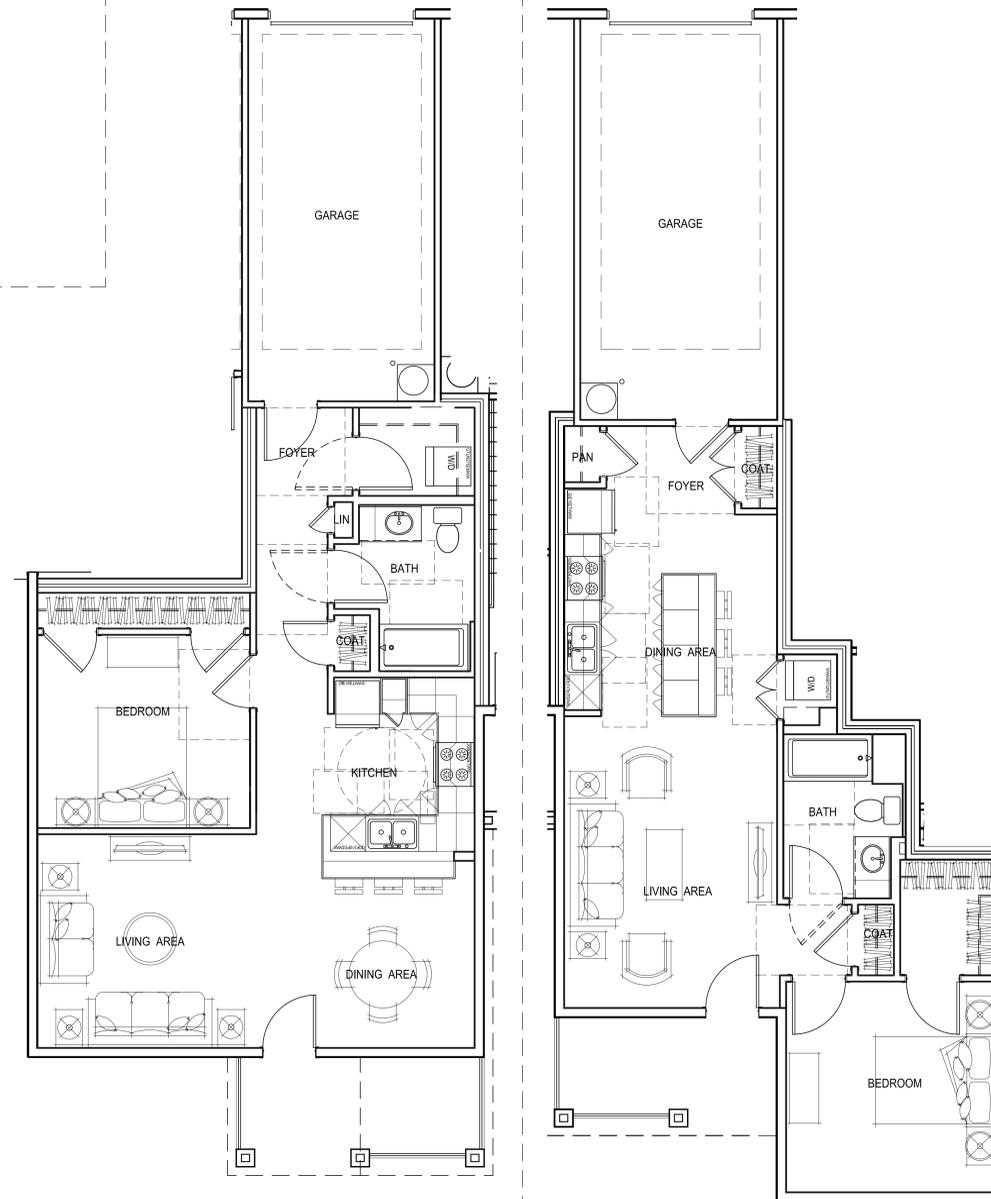
1 BEDROOM / LOFT	
SF	742 SF
STAIR/ ENTRY	159 SF
LOFT	155 SF
STORAGE	77 SF
DECK	57 SF
GARAGE	246 SF
TOTAL	1,436 SF



40 TYPICAL 1 BEDROOM + LOFT
SCALE: 1/4" = 1'-0"

1 BEDROOM	
SF	831 SF
DECK	88 SF
GARAGE	246 SF
TOTAL	1,165 SF

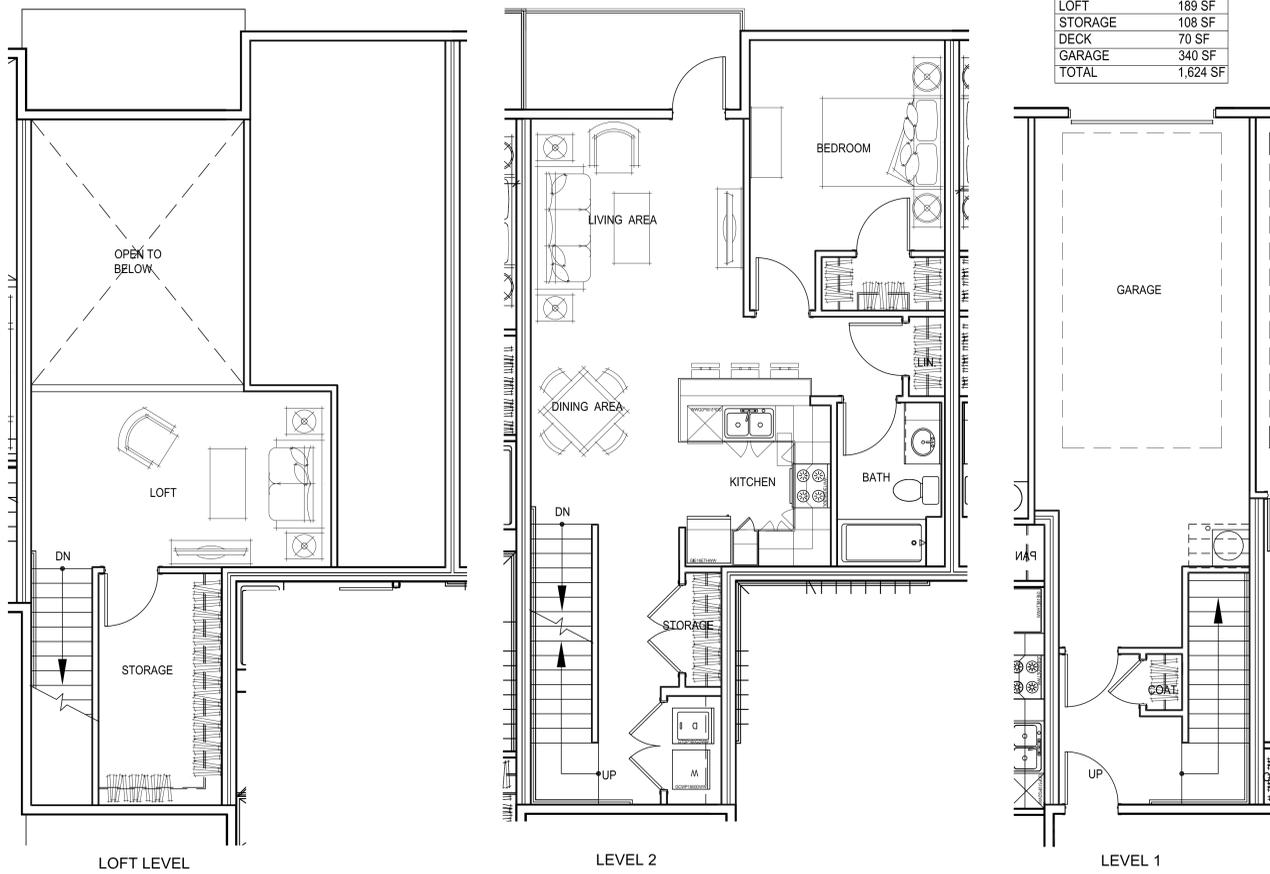
1 BEDROOM	
SF	762 SF
DECK	79 SF
GARAGE	272 SF
TOTAL	1,113 SF



20 TYPICAL 1 BEDROOM
SCALE: 1/4" = 1'-0"

10 TYPICAL 1 BEDROOM
SCALE: 1/4" = 1'-0"

1BEDROOM / LOFT	
SF	791 SF
STAIR/ ENTRY	126 SF
LOFT	189 SF
STORAGE	108 SF
DECK	70 SF
GARAGE	340 SF
TOTAL	1,624 SF



30 TYPICAL 1 BEDROOM + LOFT
SCALE: 1/4" = 1'-0"

Consultant:

Revision:

Architect of Record:

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Drawn: Y.Y.

Checked: E.B.

Scale: 1/4" = 1'-0"

Key Plan:

Project Name:

AVALON SUDBURY

SUDBURY, MA

Sheet Name:

Typical Unit Plans

Project Number:

14155

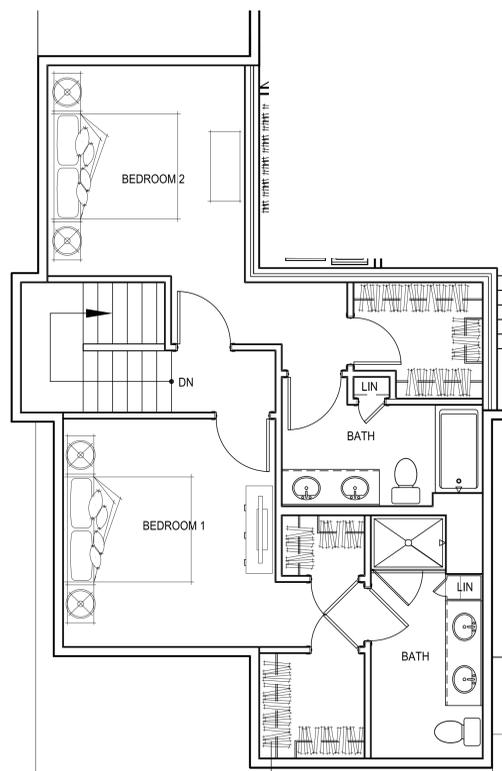
Issue Date:

October 14, 2015

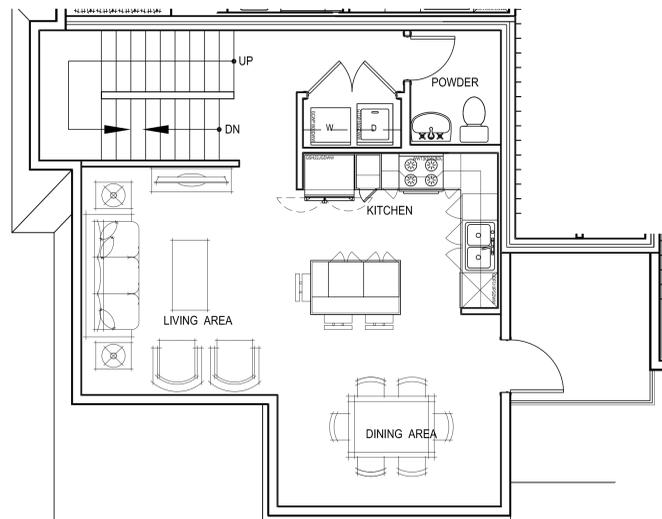
Sheet Number:

A2.02

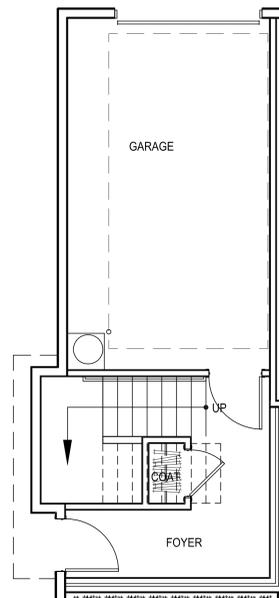
2 BEDROOM	
SF	1,291 SF
STAIR/ ENTRY	162 SF
DECK	69 SF
GARAGE	242 SF
TOTAL	1,764 SF



LEVEL 3



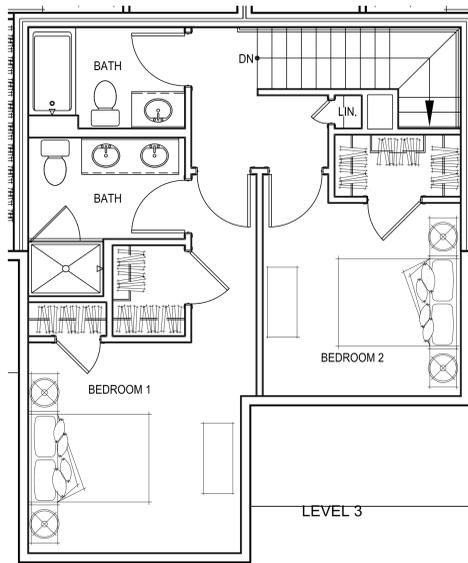
LEVEL 2



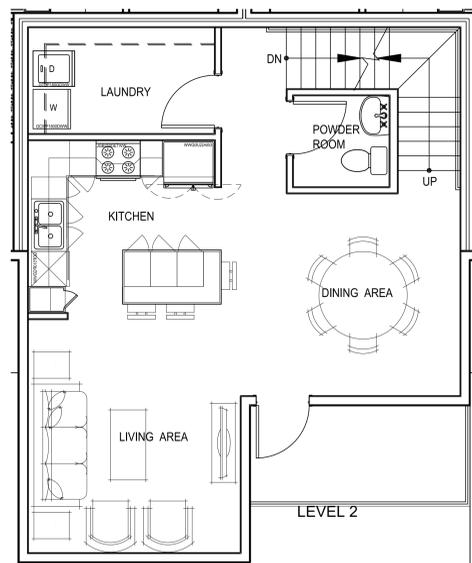
LEVEL 1

30 TYPICAL 2 BEDROOM
SCALE: 1/4" = 1'-0"

2 BEDROOM	
SF	1,240 SF
STAIR/ ENTRY	140 SF
DECK	72 SF
GARAGE	403 SF
TOTAL	1,855 SF

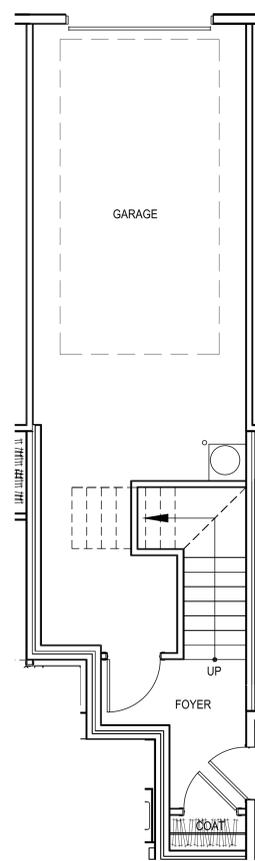


LEVEL 3

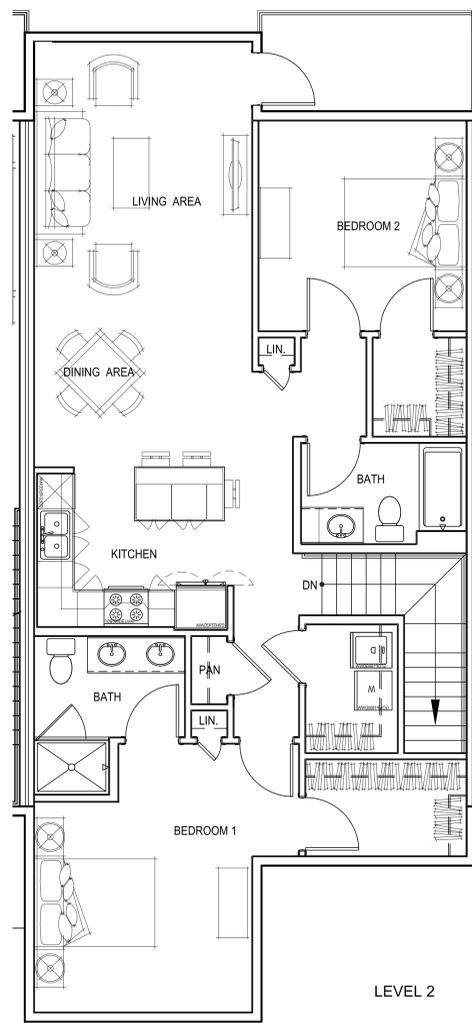


LEVEL 2

20 TYPICAL 2 BEDROOM
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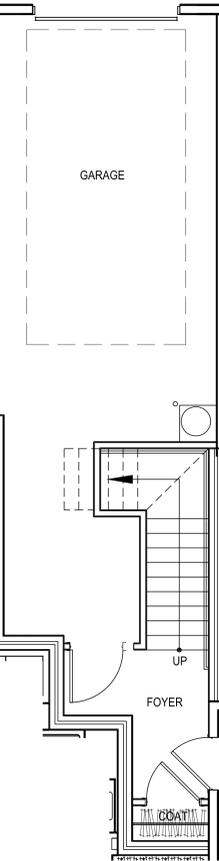


LEVEL 1



LEVEL 2

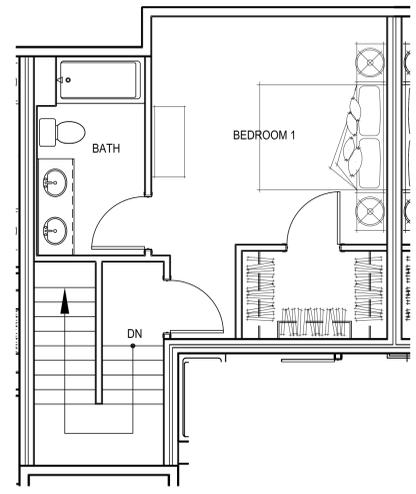
10 TYPICAL 2 BEDROOM
SCALE: 1/4" = 1'-0"



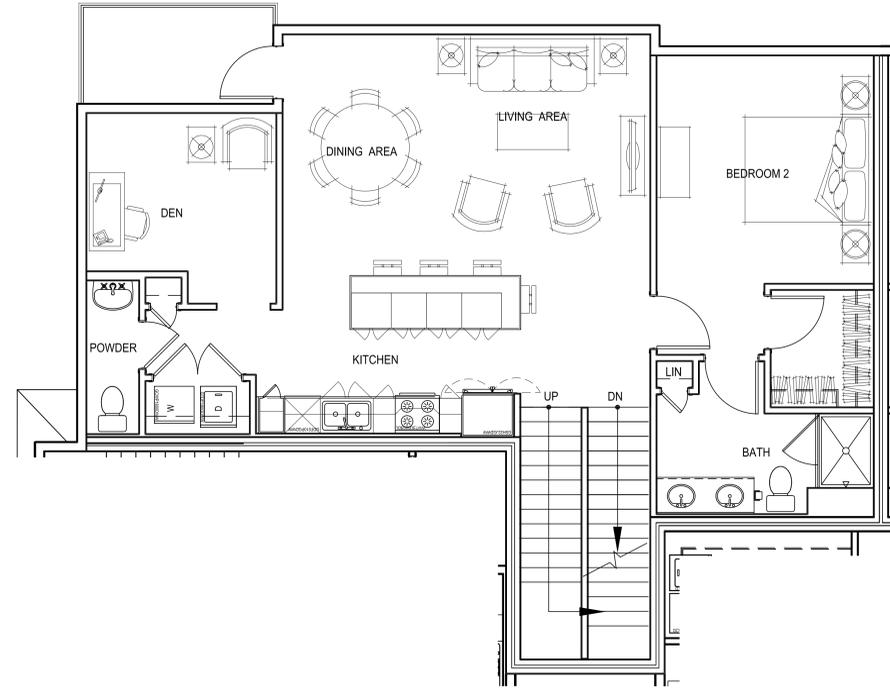
LEVEL 1

2 BEDROOM	
SF	1,207 SF
STAIR/ ENTRY	142 SF
DECK	69 SF
GARAGE	408 SF
TOTAL	1,826 SF

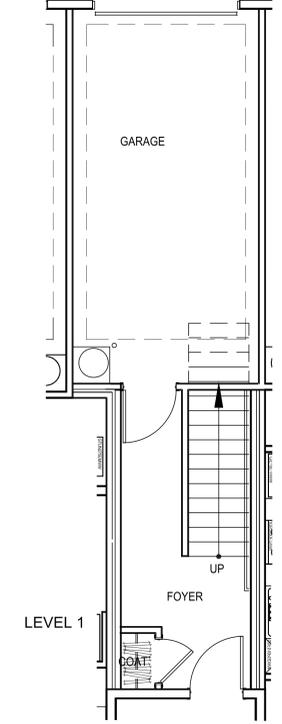
2 BEDROOM + DEN	
SF	1,438 SF
STAIR/ ENTRY	158 SF
DECK	69 SF
GARAGE	242 SF
TOTAL	1,907 SF



LEVEL 3



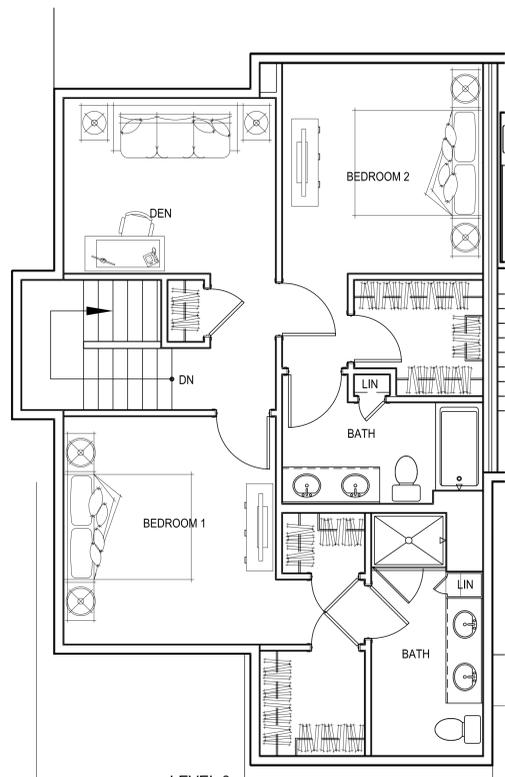
LEVEL 2



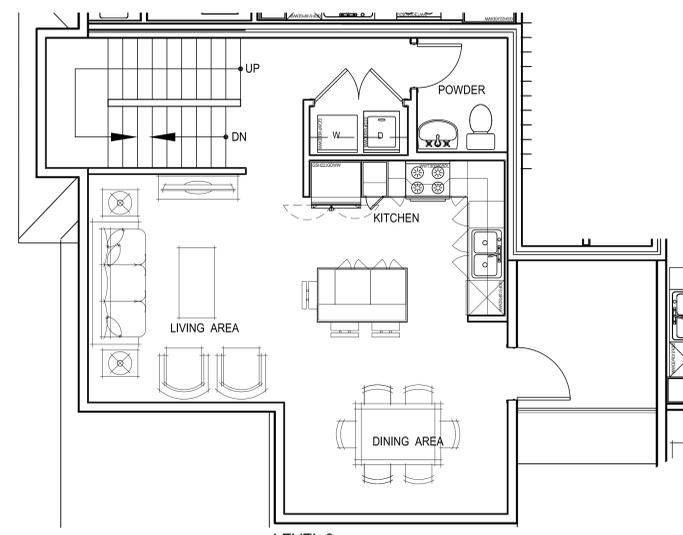
LEVEL 1

10 TYPICAL 2 BEDROOM + DEN
SCALE: 1/4" = 1'-0"

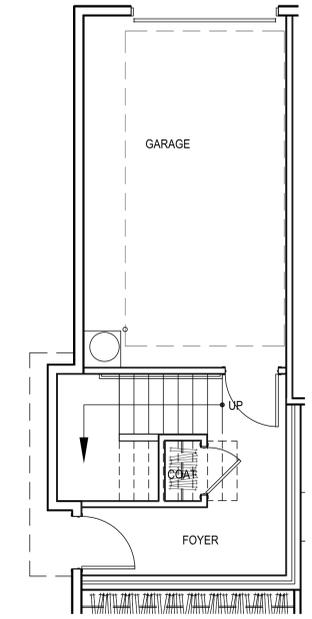
2 BEDROOM + DEN	
SF	1,425 SF
STAIR/ ENTRY	162 SF
DECK	69 SF
GARAGE	242 SF
TOTAL	1,898 SF



LEVEL 3



LEVEL 2



LEVEL 1

10 TYPICAL 2 BEDROOM + DEN
SCALE: 1/4" = 1'-0"

tat |
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Revision:

Architect of Record:

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Drawn: Y.Y.

Checked: E.B.

Scale: 1/4" = 1'-0"

Key Plan:

Project Name:
AVALON SUDBURY

SUDBURY, MA

Sheet Name:

Typical Unit Plans

Project Number:

14155

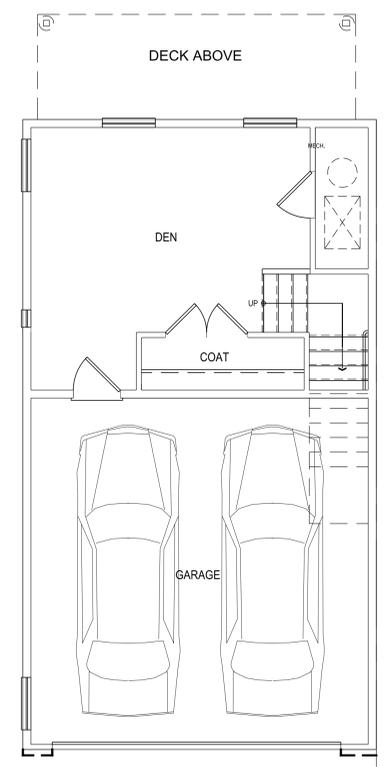
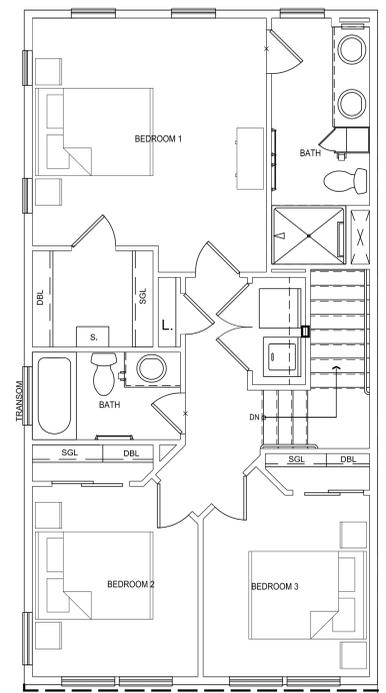
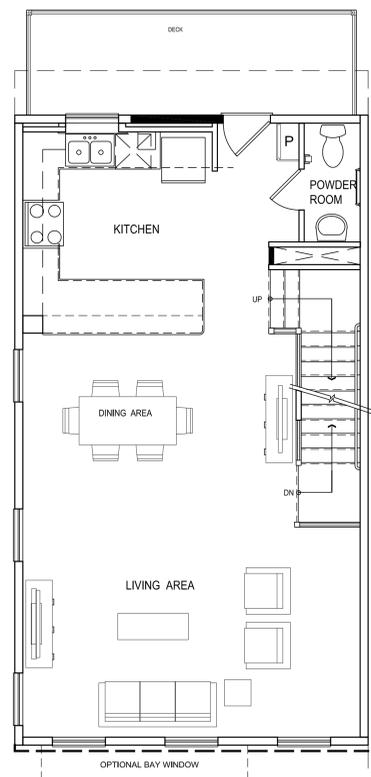
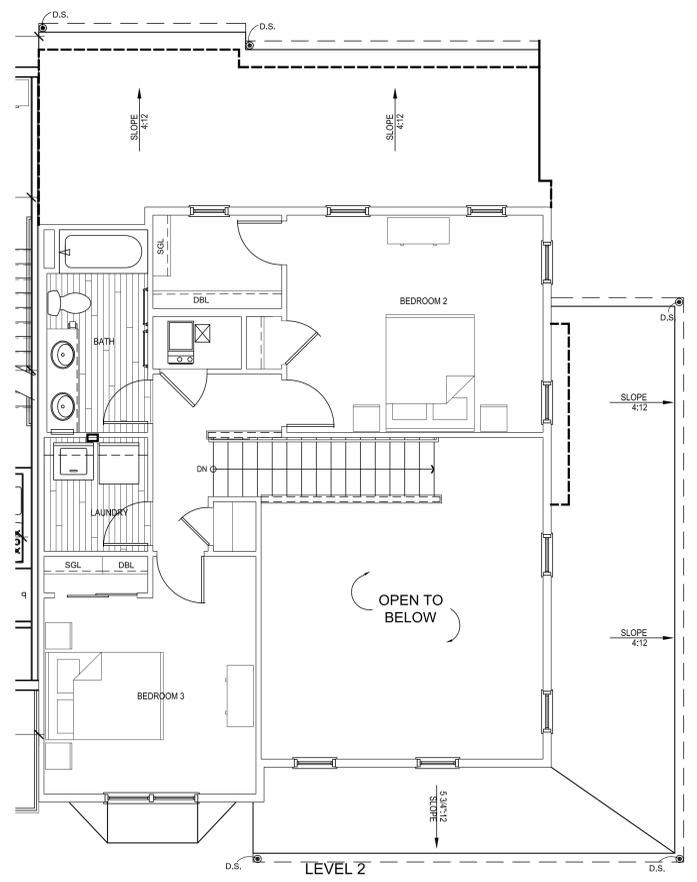
Issue Date:

October 14, 2015

Sheet Number:

A2.03

3 BEDROOM + DEN	1,758 SF
SF	112 SF
DECK	395 SF
GARAGE	2,265 SF
TOTAL	

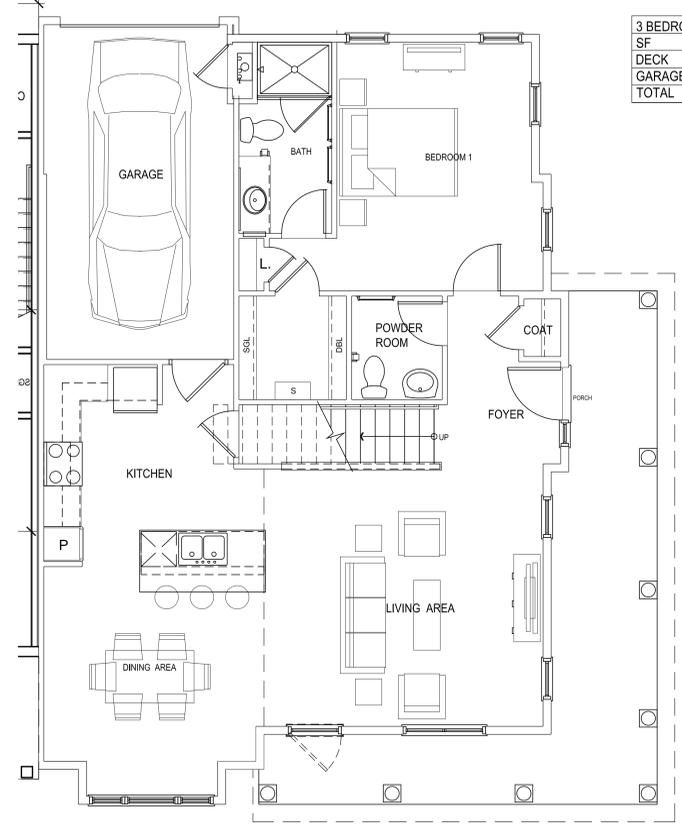


LEVEL 3

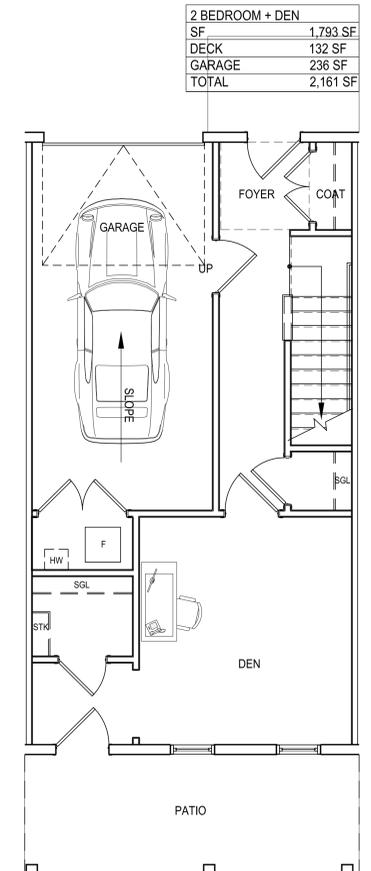
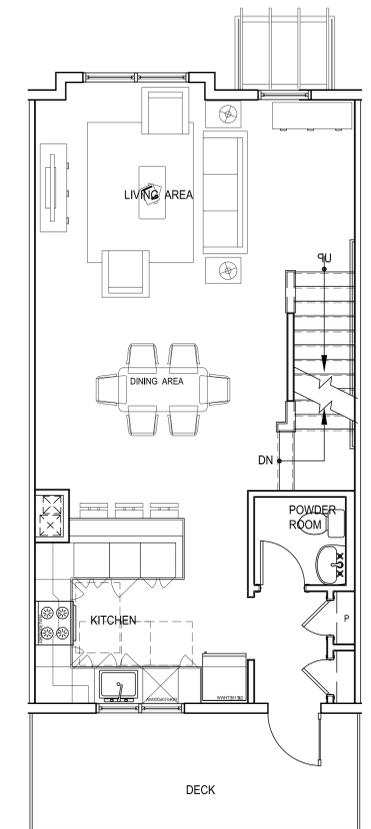
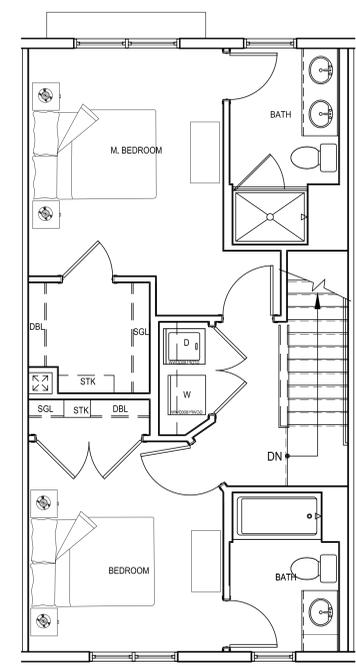
LEVEL 2

LEVEL 1

20 TYPICAL 3 BEDROOM
SCALE: 1/4" = 1'-0"



3 BEDROOM	
SF	1,635 SF
DECK	214 SF
GARAGE	225 SF
TOTAL	2,161 SF



2 BEDROOM + DEN	1,793 SF
SF	132 SF
DECK	236 SF
GARAGE	2,161 SF
TOTAL	

LEVEL 3

LEVEL 2

LEVEL 1

10 TYPICAL 2 BEDROOM + DEN
SCALE: 1/4" = 1'-0"

30 TYPICAL 3 BEDROOM
SCALE: 1/4" = 1'-0"

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Checked: E.B.
Scale: 1/4" = 1'-0"
Key Plan:

Project Name:
AVALON SUDBURY

SUDBURY, MA
Sheet Name:
Typical Unit Plans

Project Number:
14155
Issue Date:
October 14, 2015

Sheet Number:
A2.04

Consultant:

Revision:

Architect of Record:

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NOT FOR CONSTRUCTION

Drawn: Y.Y.

Checked: E.B.

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

AVALON SUDBURY

SUDBURY, MA

Sheet Name:

**EXTERIOR ELEVATIONS
BUILDING TYPE 1
(D, F, L, N, P & R)**

Project Number:

14155

Issue Date:

October 14, 2015

Sheet Number:

A4.00



21 BUILDING TYPE 1 - SIDE ELEVATION
SCALE: 1/8" = 1'-0"



11 BUILDING TYPE 1 - REAR ELEVATION
SCALE: 1/8" = 1'-0"



20 BUILDING TYPE 1 - SIDE ELEVATION
SCALE: 1/8" = 1'-0"



10 BUILDING TYPE 1 - FRONT ELEVATION
SCALE: 1/8" = 1'-0"

Consultant:

Revision:

Architect of Record:

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Drawn: Y.Y.

Checked: E.B.

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

AVALON SUDBURY

SUDBURY, MA

Sheet Name:

**EXTERIOR ELEVATIONS
BUILDING TYPE 2
(C, E, G, H, J, K, M, O, S,
T, U, V & W)**

Project Number:

14155

Issue Date:

October 14, 2015

Sheet Number:

A4.01



21 BUILDING TYPE 2 - SIDE ELEVATION
SCALE: 1/8" = 1'-0"



11 BUILDING TYPE 2 - REAR ELEVATION
SCALE: 1/8" = 1'-0"



20 BUILDING TYPE 2 - SIDE ELEVATION
SCALE: 1/8" = 1'-0"



10 BUILDING TYPE 2 - FRONT ELEVATION
SCALE: 1/8" = 1'-0"

Consultant:

Revision:

Architect of Record:

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Drawn: Y.Y.

Checked: E.B.

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

AVALON SUDBURY

SUDBURY, MA

Sheet Name:

**EXTERIOR ELEVATIONS
TOWNHOME TYPE 2
(T8 & T9)**

Project Number:

14155

Issue Date:

October 14, 2015

Sheet Number:

A4.02



21 TOWNHOME TYPE 2 - SIDE ELEVATION
SCALE: 1/8" = 1'-0"



11 TOWNHOME TYPE 2 - REAR ELEVATION
SCALE: 1/8" = 1'-0"



20 TOWNHOME TYPE 2 - SIDE ELEVATION
SCALE: 1/8" = 1'-0"



10 TOWNHOME TYPE 2 - FRONT ELEVATION
SCALE: 1/8" = 1'-0"

Consultant:

Revision:

Architect of Record:

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Drawn: Y.Y.

Checked: E.B.

Scale: 1/8" = 1'-0"

Key Plan:

Project Name:

AVALON SUDBURY

SUDBURY, MA

Sheet Name:

**EXTERIOR ELEVATIONS
CLUBHOUSE**

Project Number:

14155

Issue Date:

October 14, 2015

Sheet Number:

A4.03



21 CLUBHOUSE - SIDE ELEVATION
SCALE: 1/8" = 1'-0"



11 CLUBHOUSE - REAR ELEVATION
SCALE: 1/8" = 1'-0"



20 CLUBHOUSE - SIDE ELEVATION
SCALE: 1/8" = 1'-0"



10 CLUBHOUSE - FRONT ELEVATION
SCALE: 1/8" = 1'-0"

PHASE I ENVIRONMENTAL SITE ASSESSMENT WITH SUBSURFACE INVESTIGATION

*258 Boston Post Road Property
Sudbury, Massachusetts*

*Prepared for ND Acquisitions, LLC
File No. 3888.00
August 2015*

Mr. Tucker Kelton
ND Acquisitions LLC
2310 Washington Street
Newton Lower Falls, MA 02462

August 20, 2015
File No. 3888.00

Re: Phase I Environmental Site Assessment with Subsurface Investigation
Raytheon Facility, 528 Boston Post Road
Sudbury, Massachusetts
RTN 3-27243

Dear Mr. Kelton:

Sanborn, Head & Associates, Inc. (Sanborn Head) is pleased to submit to ND Acquisitions LLC our Phase I Environmental Site Assessment with Subsurface Investigation Report for the above-referenced property.

Thank you for the opportunity to work with you on this project. Please call us with any questions you may have.

Very truly yours,
SANBORN, HEAD & ASSOCIATES, INC.



Rene E. Nahlik
Project Manager



Patricia M. Pinto, P.E., LSP
Senior Associate / Vice President

REN/PMP: ren

Encl. Phase I Environmental Site Assessment with Subsurface Investigation

cc: Ed Marsteiner, National Development

TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
1.0 INTRODUCTION.....	2
1.1 Scope of Services	2
1.2 Limitations, Deviations, and Limiting Conditions	2
1.3 Terms, Conditions and User Reliance	3
2.0 RECORDS REVIEW.....	3
2.1 Physical Setting.....	3
2.2 Environmental Database Search.....	4
2.2.1 Methodology	4
2.2.2 Results.....	5
2.3 Owner Provided Documents	8
2.4 State/Federal Regulatory Agency Documents	10
2.5 Local File Review	12
2.6 Historical Use Information	13
2.7 User Provided Information	14
3.0 SITE RECONNAISSANCE	14
4.0 INTERVIEWS.....	17
4.1 Interview with Site Owner/Key Site Manager.....	17
4.2 Interviews with Local Government Officials.....	18
5.0 SUBSURFACE INVESTIGATION	18
5.1 Scope of Subsurface Investigation.....	18
5.2 Summary of Soil Investigation Results.....	19
5.3 Summary of Groundwater Investigation Results	19
6.0 EVALUATION	20
6.1 Findings, Opinion, and Conclusions.....	20
6.2 Data Gaps	21
6.3 References	21
6.4 Signatures of Environmental Professionals	21
7.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS.....	22

TABLES

Table 1	Summary of Soil Analytical Data
Table 2	Summary of Groundwater Analytical Data

FIGURES

- Figure 1 Locus Plan
- Figure 2 Site Plan
- Figure 3 Site Vicinity Plan
- Figure 4 Exploration Location Plan

APPENDICES

- Appendix A Limitations
- Appendix B Physical Setting and Historical Use Information
- Appendix C EDR Database Search Report
- Appendix D Owner/Key Site Manager Provided Information
- Appendix E File Review Documentation
- Appendix F Photograph Log
- Appendix G Field Documentation
- Appendix H Laboratory Analytical Reports

EXECUTIVE SUMMARY

On behalf of ND Acquisitions LLC (Client), Sanborn, Head & Associates, Inc. (Sanborn Head) has prepared this Phase I Environmental Site Assessment (ESA) with Subsurface Investigations for the property located at 528 Boston Post Road in Sudbury, Massachusetts (Site).

This Phase I ESA was performed in substantial conformance with the scope and limitations of the *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E 1527-13) and the U.S. Environmental Protection Agency's (USEPA) "All Appropriate Inquiry" Final Rule, 40 C.F.R. Part 312 (AAI). Sanborn Head's services and this report are subject to the limitations provided in Appendix A.

Based on the services summarized herein, this Phase I ESA with Subsurface Investigation has revealed no evidence of Recognized Environmental Conditions (RECs) in connection with the Site except for the following:

- A Massachusetts Contingency Plan (MCP) disposal site is present at the Site. The release, known by Release Tracking Numbers (RTNs) 3-27243 and 3-3037, is related to the presence of chlorinated volatile organic compounds (CVOCs) in groundwater in the northeastern portion of the property. The presence of CVOCs in groundwater was first identified between 1990 and 1991, and the Site was initially assigned RTN 3-3037. The initial investigations were requested by Massachusetts Department of Environmental Protection (DEP) as part of a regional investigation for the source of CVOCs in the Town of Sudbury's Raymond Road well field. Following initial investigations, a Consultant of Record/Affirmation Statement was submitted to DEP for RTN 3-3037 in 1993. RTN 3-3037 is listed as "Pending No Further Action" in DEP's database. Raytheon continued to monitor groundwater quality at the Site, and in 2007 provided notification to DEP under the MCP. While the groundwater concentrations have remained consistent with those detected during earlier studies, Raytheon elected to provide notification based on updated reporting requirements under the MCP. That notification was assigned RTN 3-27243. Raytheon has continued to perform groundwater quality monitoring at the Site since that time. A well-defined on-Site source of the CVOCs in groundwater has not been identified. In November 2008, Raytheon submitted a Class C Response Action Outcome (RAO) for RTN 3-27243, which concluded that a Temporary Solution has been achieved and that monitored natural attenuation (MNA) and periodic groundwater monitoring may continue for the release. The presence of CVOCs in groundwater at the Site is considered a REC.

Three historical recognized environmental conditions (HRECs) were also noted in connection with past releases of oil and/or hazardous materials (OHM) at the Site:

- A 1987 spill of about 35 gallons of no. 2 heating oil occurred during filling of a UST associated with the former Boresite Building in the west-central portion of the Site. Documentation of the cleanup activities was provided in the DEP files for RTN 3-3037. However, due to the age of the release, it does not appear that a separate RTN was created for this release. The UST and impacted soil near the tank were removed for off-

Site disposal. Low-level petroleum hydrocarbon concentrations remain in soil following the remediation activities, but a UST closure report states that DEP concurred that sufficient soil removal had been performed and the report concluded that the site did not necessitate being listed on DEP's Location to be Investigated list for potential disposal sites in 1990. This prior release is considered to be an HREC.

- A 1998 spill of 15 to 20 gallons of hydraulic oil, resulting from an overturned crane, was assigned RTN 3-17106. Absorbent materials were applied to remediate the spill, and approximately 1.5 cubic yards of impacted soil were also removed for off-site disposal. A Class A-2 RAO was filed for the release in September 1998, demonstrating that a Permanent Solution has been achieved for this release. This prior release is considered to be an HREC.
- Three smaller releases of ethylene glycol from facility or vehicle heating/cooling systems occurred at the Site between 1993 and 1994. These minor spills (between 1 and 4 gallons) were reportedly remediated with sorbent materials. These prior minor spills are considered to be an HREC.

1.0 INTRODUCTION

This report documents the results of a Phase I Environmental Site Assessment (ESA) with Subsurface Investigation performed by Sanborn, Head & Associates, Inc. (Sanborn Head) on behalf of ND Acquisitions LLC (Client) for the property located at 528 Boston Post Road in Sudbury, Massachusetts (Site) and shown on the Locus Plan provided as Figure 1. The objective of the ESA portion of our work was to identify "Recognized Environmental Conditions" (RECs) associated with the Site. As defined by ASTM E 1527-13¹ a REC is the presence or likely presence of hazardous substances or petroleum products in, on, or at a Site: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

The Site consists of approximately 50 acres and has been owned and operated by the Raytheon Company (Raytheon) since 1958. The Site has reportedly been used primarily for office space, although some research and development of microwave and radar components and limited scale manufacturing for prototype development has been performed. The on-site employee population has been as high as nearly 2,000 individuals historically, but is currently reported to be about 1,200 individuals. There is an active wastewater treatment plant (WWTP) for domestic wastes with three leaching beds located in the northern portion of the Site. Chemical usage at the Site has included chlorinated solvents, plating chemicals, and petroleum products.

1.1 Scope of Services

The Phase I ESA portion of our work was performed in substantial conformance with the scope and limitations of ASTM E 1527-13 and the U.S. Environmental Protection Agency's (USEPA) "All Appropriate Inquiry" Final Rule, 40 C.F.R. Part 312 (AAI). The term "Phase I"

¹ ASTM International. "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process"

as used in this report is defined in ASTM E 1527-13 and should not be considered equivalent to the use of the same term in various state regulatory programs. The Scope of Services to perform the Phase I ESA portion of our work was outlined in Sanborn Head's Proposal for Services dated April 27, 2015, which was accepted by the Client. The scope of services consisted of four main components:

- A review of physical setting, historical use records, and reasonably ascertainable records relative to environmental conditions at the Site;
- A Site reconnaissance visit of readily-accessible interior and exterior portions of the Site;
- Interviews with Site personnel and select local government representatives regarding environmental conditions at the Site; and
- Preparation of this report to document Sanborn Head's findings, opinions, and conclusions regarding potential RECs in connection with the Site.

In addition to the Phase I ESA services described herein, Sanborn Head also performed a subsurface investigation program to evaluate soil and groundwater quality at the Site.

Sanborn Head's services did not include non-scope considerations listed in ASTM E 1527-13, such as the presence of asbestos-containing building materials, lead based paint, polychlorinated biphenyl's (PCBs) in building materials, biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment, industrial hygiene, lead in drinking water, mold, radon, regulatory compliance, or wetlands. It is our understanding that the Client engaged a separate third party consultant to perform a hazardous building materials survey for the Site.

1.2 Limitations, Deviations, and Limiting Conditions

As stated in ASTM E 1527-13, Section 4.5.1, uncertainty regarding the potential for RECs at the Site cannot be wholly eliminated through completion of Phase I ESA services. Conducting this Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with the Site, recognizing reasonable limits of time and cost. A subsurface investigation was performed to supplement the Phase I ESA to mitigate some of these limitations. However, it is assumed that this Phase I ESA with Subsurface Investigations may not identify latent environmental conditions potentially related to or arising out of undocumented past uses of the Site or neighboring properties. Sanborn Head's services and this report are subject to the limitations provided in Appendix A.

In our opinion, no deviations or exceptions to the scope of work outlined in ASTM E 1527-13 have been made.

Limiting conditions of this ESA included the following:

- During the Site reconnaissance, access to certain interior spaces was not provided either because active testing was underway, or due to confidentiality considerations. Photographs were also not permitted in the interior areas of the Site building. As discussed further in Section 6.2, it is our opinion that these limitations during the Site reconnaissance do not represent a significant data gap.

1.3 Terms, Conditions and User Reliance

This Phase I ESA with Subsurface Investigation was conducted pursuant to the accepted Proposal for Services, Contract Addendum, and the Terms and Conditions established therein between the Client and Sanborn Head. This report was prepared for the exclusive use of the Client in connection with potential purchase of the Site. No other party is entitled to rely on this document without the prior express written consent of Sanborn Head and the Client. Upon request, terms and conditions under which reliance can be extended to other parties will be reviewed with the Client.

2.0 RECORDS REVIEW

Sanborn Head reviewed reasonably ascertainable (as defined in ASTM E 1527-13) records to:

- Identify characteristics of the Site's physical setting;
- Establish whether the Site or nearby properties are identified on lists (databases) maintained by government agencies for the presence or potential presence of RECs;
- Identify whether documents provided by the User, Owner, or Key Site Manager provide information relative to the physical setting of the Site and/or indicate the presence of RECs;
- Establish whether information maintained by the State and local regulatory agencies and supplemental to what is included in the environmental database search report provides evidence related to potential RECs; and
- Establish a historical record of prior Site use.

In our opinion, the information obtained from the files/records review is sufficient to meet the evaluation criteria specified in ASTM E 1527-13.

2.1 Physical Setting

Records related to the physical setting of the Site reviewed for this ESA included topographic maps, aerial photographs, and the Physical Setting Addendum provided by EDR, copies of which are provided in Appendix B, as well as information documented in hydrogeologic studies and environmental site investigation reports (see Section 2.3). Based on the review of these records, a physical setting description of the Site and vicinity is provided in the table below. A Site Plan showing key Site features is provided as Figure 2.

<i>Site Topography and Drainage</i>	The Site consists of two lots, totaling about 50 acres. The topography of the Site is relatively flat with a typical elevation of about 150 feet above mean sea level.
<i>Site Vicinity Topography</i>	The topography of the immediate Site vicinity is also relatively flat, sloping gently to the east and southeast. Topographically higher features (Tippling Rock and Nobscot Hill) are located to the southwest of the Site.
<i>Nearest Water Body, Direction and Distance</i>	The Site is located in the Sudbury River Basin, about 2.5 miles west of the Sudbury River. An unnamed brook passing through the Site discharges to Landham Brook (also known as Allowance Brook), which converges with Hop Brook to form Wash Brook, before discharging to the Sudbury River.
<i>Site Stormwater</i>	Stormwater runoff collected in the facility's stormwater conveyance system reportedly discharges to drainage lines located under Boston Post Road. Runoff from the majority of the Site (i.e., northern half and southwestern quarter) is directed first to a stormwater retention pond located in the central portion of the Site, before discharging to the Boston Post Road drainage system. Runoff from the southeast quarter is conveyed directly to the Boston Post Road drainage system.
<i>Site Geology</i>	Site hydrogeologic studies and environmental site investigation reports indicate area geology is characterized by Quaternary Period (Wisconsin Age) glacial deposits (till, ice-contact deposits, stratified melt water stream deposits, and stratified lake bottom deposits) overlying Salem Gabbro-Diorite bedrock. Bedrock was reportedly encountered at depths ranging from 38 feet to greater than 100 feet below ground surface during previous subsurface investigations. A bedrock outcrop was also reported to have been encountered during the foundation construction of Building 5.
<i>Inferred Depth to Groundwater</i>	Site hydrogeologic studies and environmental site investigation reports indicate the depth to groundwater at the Site ranges from about 5 to 10 feet below ground surface (bgs).
<i>Inferred Direction of Groundwater Flow</i>	Groundwater below the Site has been reported to flow generally to the east, with southeasterly flow components in portions of the Site. ²
<i>Flood Zone Designation</i>	The Site is located outside the 500-year flood zone.
<i>Sensitive Human Receptors</i>	The Site is located within the Zone II Public Water Supply Protection Area for the Town of Sudbury Raymond Road water supply well field. The nearest public water supply well is located less than ½-mile southeast of the Site. The nearest residential properties are located about 1,000 feet southwest and southeast of the Site.
<i>Sensitive Environmental Receptors</i>	Mapped wetlands are located on-Site and immediately south (across Boston Post Road/Route 20) and east of the Site. Areas of Critical Environmental Concern are not identified in the immediate Site vicinity.

2.2 Environmental Database Search

2.2.1 Methodology

Sanborn Head contracted EDR to perform a database search on April 29, 2015. The database search reviews federal and state standard environmental record sources in accordance with ASTM E 1527-13 search distances.

² We note that subsurface conditions, the presence of subsurface utilities, faults and fractures in the underlying rocks, groundwater extraction, and other factors may influence the direction of groundwater flow. Additionally, groundwater flow direction can fluctuate seasonally.

Information related to properties identified in standard environmental sources and located within the approximate minimum search distances was reviewed to assess the likelihood of an impact to Site soil, groundwater, or vapor from migrating hazardous substances or petroleum products. The information used in this assessment included:

- Distance from the Site boundary³;
- Anticipated direction of groundwater flow;
- Regional and local geologic conditions;
- Anticipated stormwater and surface water flow directions;
- Presence of utilities or other subsurface structures;
- The presence/absence of documented contaminant releases at the identified sites; and
- The regulatory status of the documented releases;

A summary of our search findings is included herein, and a copy the EDR report is provided in Appendix C.

2.2.2 Results

Several listings were identified for the Site, as described in the table below.

Summary of On-Site Database Listings	
Key Database⁴	Summary
RGA HWS, SHWS, RELEASE, SPILLS, ERNS	<p>The Raytheon Company is identified in historical hazardous waste site databases from 1991 through 2012. The following specific spills/releases were identified:</p> <ul style="list-style-type: none"> • Release Tracking Number (RTN) 3-3037- A release of CVOCs to groundwater identified as a result of DEP requesting that groundwater at the Site be tested in 1990. The RTN status is identified as “Pending No Further Action”. • RTN 3-17106 - A release of hydraulic oil (35 gallons) from a tipped crane was reported in 1998. A Permanent Solution (Class A-2 RAO) has been achieved. • RTN 3- 27243 – The same release of CVOCs in groundwater as RTN 3-3037, but reported again under newer MCP regulations. A Temporary Solution (Class C RAO) has been filed for this release. <p>Other reports of minor spills include:</p> <ul style="list-style-type: none"> • 1993 - Release to soil of ethylene glycol mixture (2 gallons) resulting from cooling skid/equipment rupture following contact with snow plow. Release reportedly controlled with sorbent material. • 1994 - Release to soil of ethylene glycol solution (4 gallons) resulting from air conditioning unit equipment failure. Release reportedly controlled with sorbent material and containerized.

³ For potential to impact Site soil vapor, listings that indicated releases of petroleum products and non-petroleum chemicals of concern located within 0.1 and 0.3 miles of the Site, respectively, were considered.

⁴ A list of databases and acronyms can be found in the EDR Radius Map™ Report in Appendix B.

	<ul style="list-style-type: none"> • 1994 - Release to soil of ethylene glycol (1 gallon) resulting from motor vehicle radiator/equipment failure. Release reportedly controlled with sorbent material. <p>Refer to the table in Section 2.4 for additional information from State file review.</p>
HW GEN, RCRA-SQG, MLTS, TIER 2	<p>The Site is listed as a Resource Conservation and Recovery Act (RCRA) small quantity generator (SQG) (formerly large quantity generator [LQG]) of hazardous wastes (EPA ID No. MAD001410539), including:</p> <ul style="list-style-type: none"> • chromium, lead, mercury, silver; • methyl ethyl ketone (MEK); • D-listed wastes (ignitable, reactive, corrosive wastes); • F001, F002 (halogenated solvents); • F003, F005 (non-halogenated solvents); • F007, F009, P030, P074 (plating wastes, cyanides); • various U-listed wastes (e.g., laboratory packs); • PCB wastes; and • waste oil <p>Several informal, written violations were noted in the early 1990s, but appear to have been addressed quickly once identified.</p> <p>In addition, the facility is indentified as a user of radioactive materials (License No. 20-01102-07, expired 08/31/04; and, License No. 20-01102-06, expired 3/31/05).</p> <p>Diesel oil, transformer oil, sulfuric acid, lead, and lead acid batteries are also identified as being used/storage at the Site in quantities greater than Tier II reporting thresholds.</p>
FINDS, GWDP, NPDES, US AIRS	<p>The Site also maintains a National Pollutant Discharge Elimination System (NPDES) permit (permit no.23-4; expires 3/12/2019) for a 50,000 gallon per day (gpd) discharge to groundwater. The Site is also identified as a historical minor source of air pollutants, including carbon monoxide, sulfur dioxide, total hydrocarbons, and volatile organic compounds (VOCs).</p>

Based on the database search results and subsequent review of DEP files (see Sections 2.3 and 2.4), the release of CVOCs to groundwater identified by RTNs 3-3037 and 3-27243 is considered to be a REC. The prior release of hydraulic oil known as RTN 3-17106 is considered to be an HREC because a Permanent Solution has been achieved for that release. The minor spills of ethylene glycol are also considered to be an HREC.

EDR identified numerous listings for surrounding properties in various databases within the minimum search distances from the Site. Listings for adjoining properties and/or properties that represent a potential migration risk to the Site are summarized in the table below. The remaining listings are not considered likely to have releases of hazardous substances and/or petroleum products with the potential to migrate to the Site property.

Summary of Key Off-Site Database Listings	
Facility Name, Location and Anticipated Hydrogeologic Location Relative to Site⁵	Summary
<p>Sudbury Fire Dept</p> <p>Adjoining property to the South</p> <p>Cross-gradient</p>	<p>Financial Assurance, HW GEN, UST</p> <p>The Sudbury Fire Department is listed as a Massachusetts very small quantity hazardous waste generator. Two gasoline underground storage tanks (USTs) are identified as having been removed from the site.</p> <p>These listings are not indicative of a release; thus, impact to subject Site subsurface is considered unlikely.</p>
<p>Sunrise Cleaners</p> <p>Adjoining property to the South</p> <p>Cross-gradient</p>	<p>RCRA NonGen / NLR, FINDS, SHWS, RELEASE, ENF</p> <p>The primary RTN of 3-4339 is associated with a release of tetrachloroethene from a commercial dry cleaning operation at Sudbury Plaza, south of the Site. The site status is identified as Phase V (Operation, Maintenance, and/or Monitoring), with a Class C-1 RAO (a Temporary Solution). A secondary RTN (3-15591) associated with the site has been closed.</p> <p>Based on this information, State files were reviewed for the site; refer to the table in Section 2.4 for additional information from State file review.</p>
<p>Shaws 7571</p> <p>Adjoining property to the South</p> <p>Cross-gradient</p>	<p>HW GEN</p> <p>The Shaws grocery store located in the commercial plaza to the south of the subject Site is listed as a Massachusetts very small quantity hazardous waste generator.</p> <p>This listing is not indicative of a release; thus, impact to subject Site subsurface is considered unlikely.</p>
<p>Hour Photo Inc</p> <p>Adjoining property to the south</p> <p>Cross-gradient</p>	<p>RCRA NonGen / NLR, FINDS</p> <p>The Hour Photo Inc store located in Sudbury Plaza to the south of the subject Site is listed as a former RCRA hazardous waste generator; no violations were identified.</p> <p>These listings are not indicative of a release; thus, impact to subject Site subsurface is considered unlikely.</p>

⁵ The identification of a surrounding Site as potentially up-gradient, cross-gradient and down-gradient assumes the direction of groundwater provided in Section 2.1 of this report.

Summary of Key Off-Site Database Listings	
Facility Name, Location and Anticipated Hydrogeologic Location Relative to Site⁶	Summary
Coatings Engr Corp Adjoining property to the East Downgradient	RCRA NonGen / NLR, SHWS, UST, RELEASE, ENF, TIER 2, HW GEN, Financial Assurance RTN 3-0074 is associated with a release of unknown hazardous material/ VOCs from an industrial/manufacturing operation (potentially via a leach field). The site status is identified as Phase V (Operation, Maintenance, and/or Monitoring), with a Class C-2 RAO (a Temporary Solution). Based on this information, State files were reviewed for the site; refer to the table in Section 2.4 for additional information from State file review.
Former Chiswick Properties Adjoining property to the East Downgradient	SHWS, RELEASE RTN 3-0020 is associated with a release of unknown hazardous material/ VOCs from an unknown source at a commercial property. The site status is identified as Phase V (Operation, Maintenance, and/or Monitoring), with a Class C-1 RAO (a Temporary Solution). Based on this information, State files were reviewed for the site; refer to the table in Section 2.4 for additional information from State file review.
17 Howell St Approximately 0.5 miles to the west Upgradient	HWS, RELEASE, LAST RTN 3-25370 is associated with a release of 20 gallons of No. 2 fuel oil from a residential aboveground storage tank (AST) and pipe in 2005. The site status is identified as Class A-2 RAO (i.e., a Permanent Solution has been achieved). Based on this information, State files were reviewed for the site; refer to the table in Section 2.4 for additional information from State file review (note: this site is identified as 17 Howell Road, in State files).

Based on the information available from EDR, additional files were reviewed for several listings, as summarized in Section 2.4.

2.3 Owner Provided Documents

Documents were provided during the course of this assessment by the Site owner/Key Site Manager. Key findings are summarized in the table below. Copies of relevant documents are provided in Appendix D.

⁶ The identification of a surrounding Site as potentially up-gradient, cross-gradient and down-gradient assumes the direction of groundwater provided in Section 2.1 of this report.

Document Name	Key Information
<p><i>UST Site Assessment and Closure Report</i>, Raytheon Bore-site Building, Sudbury, Massachusetts. Weston Geophysical, February 1990.</p>	<p>This report summarizes the clean up and site assessment activities completed following a spill of No. 2 fuel oil in February 1987. About 35 gallons of oil were spilled during filling of a UST, which supplied fuel to the Bore-site Building heating system. Multiple site investigations including soil sampling and analysis, and soil removal efforts occurred between February 1987 and January 1990. Ultimately, the UST, which passed tightness testing conducted after the spill, was decommissioned and removed from the Site. The DEP reportedly approved the response actions at that time. A review of confirmatory soil sampling data indicates that low-level concentrations of TPH remain in the subsurface. The site was not included on the Locations to Be Investigated list, nor was a separate RTN assigned for this release. Based on the information reviewed, it is our opinion that this prior release represents an HREC.</p>
<p><i>Hydrologic Study</i>, Raytheon Company Equipment Division Laboratories, 528 Boston Post Road, Sudbury Massachusetts. Goldberg-Zoino & Associates, May 1990.</p>	<p>This report presents the results of a hydrogeologic study that was undertaken at the request of DEP as part of a regional groundwater study to identify possible sources of contamination found in the Town of Sudbury Raymond Road well field. This issue was assigned RTN 3-3037. The investigation included: installation of 10 monitoring wells; collection and field screening of soil samples; hydraulic conductivity testing; groundwater level gauging; and, collection and analysis of groundwater samples. Low levels (less than 50 micrograms per liter) of trichloroethene (TCE) were detected in groundwater samples collected from two monitoring wells in the vicinity of Building 5. Investigators concluded that the levels of TCE observed on Site were unlikely to result in measurable impacts to the Raymond Road well field.</p>
<p><i>Additional Hydrogeologic Studies</i>, Raytheon Company's Equipment Development Laboratories (EDL) Sudbury, Massachusetts. GZA GeoEnvironmental, Inc., November 1991.</p>	<p>This report presents additional hydrogeologic studies undertaken to supplement previous work performed in 1990 related to RTN 3-3037. The investigation included: soil gas testing; additional monitoring well installations; and soil and groundwater sampling. Investigation findings were generally consistent with those from previous work (i.e., low-levels of TCE were documented in shallow and deep groundwater). Investigators concluded the levels of TCE documented at the Site were unlikely to be the source of the contamination found in the public well field.</p>
<p><i>Response Action Outcome Statement</i>, Raytheon Company, 528 Boston Post Road, Sudbury, MA 01776. Clean Harbors Environmental Services, September 1998. Release Notification and Retraction Form (BWSC-103) included.</p>	<p>This report summarizes the clean up and site assessment activities performed following a spill of hydraulic oil from an overturned crane in July 1998. About 15 to 20 gallons of oil were spilled when a crane overturned at the Site. This issue was assigned RTN 3-17106. Investigators concluded that the Site met the requirements for achieving a Class A-2 RAO. It is our opinion that this previous release represents a HREC.</p>
<p><i>Phase I Initial Site Investigation, Phase II Comprehensive Site Assessment, Phase III Remedial Action Plan, and Class C Response Action Outcome Statement</i>, 528 Boston Post Road, Sudbury,</p>	<p>This report summarizes investigation and assessment activities conducted pursuant to the MCP, following groundwater monitoring conducted at the Site in 2007, which again identified low levels of TCE in groundwater. Because of the uncertainty of the Site status relative to RTN 3-3037 (identified as "Pending No Further Action"), Raytheon elected to notify DEP of the groundwater conditions, and subsequently RTN 3-27243 was assigned to the known CVOC contamination in Site groundwater. Investigators concluded that the Site met the requirements</p>

Document Name	Key Information
Massachusetts. GZA GeoEnvironmental, Inc., November 2008.	for achieving a Temporary Solution and a Class C RAO was filed. Groundwater monitoring is periodically performed to support periodic reviews of the Class C RAO.
<i>Periodic Review of the Temporary Solution, Class C Response Action Outcome</i> , Raytheon Facility, 528 Boston Post Road, Sudbury, Massachusetts, Release Tracking Number 3-27243. GZA GeoEnvironmental, Inc., November 2013.	This report summarizes the most recent periodic review of the Site's temporary solution. Investigators concluded that the temporary solution is still effective at maintaining a condition of No Substantial Hazard (NSH) based on the continued commercial/industrial use of the Site. Due to low concentrations of TCE present, active remediation is not feasible to achieve target cleanup goals for the Site. Periodic review of the temporary solution and associated groundwater monitoring continues to be performed.
<i>2015 Assessment Data Report</i> , Raytheon Sudbury Facility, 528 Boston Post Road, Sudbury, Massachusetts. GZA GeoEnvironmental, Inc., April 2015.	This report summarizes groundwater sampling and a soil gas survey that were recently completed at the Site. The 2015 groundwater sampling results showed consistent Site monitoring data compared to historical results since the 1990's. The soil gas survey results indicated TCE is present above DEP's commercial/industrial soil gas screening value in one sample.
Field Reports and Correspondence during the construction of Building 5, The Geotechnical Group, Inc. (GGI), February to July 1985.	Sanborn Head reviewed field reports and correspondence prepared by GGI related to the construction of Building No. 5 in 1985. The former septic system leaching field for the facility was previously located within the Building No. 5 footprint. According to the documentation, bedrock blasting was required during construction due to the presence of shallow bedrock within the western portion of Building No. 5. During construction, soils and blast rock from the area of Building No. 5 were used as fill to construct additional parking north of Building No. 4. The approximate location of fill placement from Building No. 5 is shown on Figure 4. Also noted in the documentation, fill soil with varying amounts of debris was encountered during the construction of the parking lot north of Building No. 4. The approximate location of fill containing trash and debris is shown on Figure 4. It was unclear from the documentation if this fill with debris was left in place or removed. The presence of fill soil from these prior operations was evaluated as part of the subsurface investigations described in Section 5.0.

Based on the information reviewed, it is our opinion that the presence of CVOCs in groundwater related to RTNs 3-3037 and 3-27243 represents a REC. In addition, the prior release related to the Bore-site Building UST and the crane release (RTN 3-17106) are both HRECs, in our opinion.

2.4 State/Federal Regulatory Agency Documents

Sanborn Head reviewed documents available from DEP for the Site and adjoining properties identified in the EDR Radius Map Report, or through other on-line search methods. Off-site files were reviewed if the site was adjoining the subject Site, or if we identified the potential for hazardous substance or petroleum migration from these sites to the Site based on our understanding of hydrogeologic or geologic conditions and/or the potential for vapor migration. Select information obtained during the regulatory agency file review is provided in Appendix E. Key findings from our review of this information are

summarized below. The approximate locations of the off-Site releases are shown on Figure 3.

Facility Name and Address	Key Information
Raytheon Company, 528 Boston Post Road (RTN 3-3037, RTN 3-17106, RTN 3-27243)	Information available from the DEP was generally consistent with Owner Provided Information; refer to Section 2.3 for additional details.
Sudbury Plaza – Sunrise Cleaners; 505-525 Boston Post Road (RTN 3-4339, RTN 3-15591)	According to DEP files, initial MCP response actions performed at the site between 1993 and 1995 identified dissolved concentrations of tetrachloroethene that had been migrating in groundwater in an east/northeasterly direction from the former Sunrise Cleaners. These initial response actions were performed at the request of DEP as part of a regional study to identify the source of CVOCs in the Raymond Road well field. MCP response actions completed at the site to date have included: soil excavations; groundwater extraction and treatment; vapor extraction, vapor intrusion mitigation; installation of a permeable reactive barrier; and various monitoring programs. Low-levels of chlorinated solvents remain in groundwater. The site has achieved a Class C-1 RAO (a Temporary Solution). Given the significant level of investigation and remediation undertaken at the site, the relatively low-levels of chlorinated VOCs (CVOCs) remaining in groundwater, and the documented direction of groundwater flow in the area, it is unlikely that environmental conditions at this property have significantly impacted the subject Site.
Former Coatings Engineering Corporation Property; 33 Union Avenue (RTN 3-0074)	According to DEP files, subsurface investigations dating back to 1986 identified elevated concentrations of VOCs in groundwater at the site, likely related to wastewater discharges to the on-site leach fields. Pursuant to the site’s Phase IV – Remedy Implementation Plan (RIP), monitored natural attenuation (MNA) was implemented from 2002 to 2011. A bioaugmentation pilot test was conducted in 2013; results, however, were not favorable for full-scale operation. The site achieved a Class C-1 RAO (a Temporary Solution) in 2014. In January 2015, subslab soil gas sampling was conducted in response to a single GW-2 exceedence for TCE. The results indicated that vapor intrusion was not a concern at the property. Given the results of recent vapor intrusion assessment, the relatively low-levels of CVOCs remaining in groundwater, and the documented direction of groundwater flow in the area, it is unlikely that environmental conditions at this property have significantly impacted the subject Site.
Former Chiswick Properties; Boston Post Road/Union Street (RTN 3-0020)	According to DEP files, subsurface investigations dating back to the early 1990s identified elevated concentrations of TCE in groundwater at the site. Because an on-site source has not been identified, investigators have suggested the source is likely off-site/upgradient. The site achieved a Class C-1 RAO (a Temporary Solution) in 1996; periodic monitoring has been ongoing since that time. As a result of changes to the MCP Method 1 GW-2 standards, concentrations of TCE in groundwater at the site now exceed the applicable TCE GW-2 standard. Vapor intrusion assessment was recommended in the most recent Periodic Evaluation (August 13, 2014). Given the documented direction of groundwater flow in the area, the relatively low-levels of CVOCs remaining in groundwater, and the distance of GW-2 exceedences from subject Site buildings, it is unlikely that environmental conditions at this property have significantly impacted the subject Site.

Facility Name and Address	Key Information
17 Howell Road Sudbury, Massachusetts (RTN 3- 25370)	According to DEP files, a release of about 20 gallons of No. 2 fuel oil occurred following maintenance of a filter assembly associated with an aboveground storage tank (AST) and pipe at a residential property in October 2005. It was determined that some oil had migrated over the concrete portion of the floor to exposed soil within the basement/crawlspace where the AST was located. Initial response actions included application of absorbent materials, which were later followed by a series of small soil excavations. Following the Immediate Response Action (IRA), the site achieved at Class A2 RAO (i.e., a Permanent Solution has been achieved) in October 2006. Based on size/nature of release, current site status, and distance from the subject Site, this release is not anticipated to impact the subject Site.

Consistent with the environmental database review, information obtained as part of our State file review is considered to indicate a REC (RTNs 3-3037 and 3-27243) and HRECs (RTN 3-17106 and UST spill) associated with the Site. For the reasons outlined above, none of the information reviewed for the off-site properties is considered to indicate a REC in connection with the Site property.

2.5 Local File Review

The findings of our local file review are summarized below. Select information obtained during the local file review is included in Appendix E.

Office	Types of Information Available	Summary of Available Information
Assessor's Office	Tax cards, Deeds	Copies of tax cards and deeds showing dates that Raytheon purchased each of the lots are provided in Appendix E. The Director of Assessing was not familiar with the Site's environmental condition or aware of environmental liens associated with the property.
Board of Health	Supply Well, Septic/Sewer Information	The Health Coordinator was not familiar with the Site's environmental condition; there were no files pertaining to the Site in the Board's general files.
Fire Department	UST Information, Fires, Releases	Copies of numerous reports and other correspondence dated generally between 1980 and 2014 were in the Site file. Subject matter included the 1987 heating oil spill, as well as the 1998 hydraulic oil spill (RTN 3-17106). Copies of permits and related information pertaining to interior improvements including work on fire suppression system, storage of flammable materials (copy of 2014 flammables, combustibles inventory provided in Appendix E), and asbestos abatement activities were present in the file.
Town Clerk	UST Information, Permits	Site file contained various notices/correspondence related to site improvements (e.g., radar tower, building connectors) generally between the 1960s and 1980s; no environmental issues were identified. The Town Clerk stated there are no USTs at the Site.

Office	Types of Information Available	Summary of Available Information
Building Department	Permits	The earliest building permit, dated 1942, in the Site file was for the construction of two silos on the property, which was owned by H.P. Hood & Sons at that time. The earliest building permit associated with present day operations (i.e., Raytheon Company) was dated 1952 for the Environmental Testing Building. A 1958 permit was associated with the demolition of the Hood buildings. Various other building permits were noted from the 1960s through 2014; no environmental issues were identified.
Department of Public Works	Water Supply Information	According to the Director of Department of Public Works (DPW) & Engineering, the water is supplied to the Site by Sudbury Water District, an independent municipal entity not affiliated with DPW; The director was not aware of environmental issues at the Site.
Conservation Commission	Wetlands; Applications	Wetlands are present on the Site. Various applications/permits, reports and other correspondence pertaining to the maintenance/improvements to the Site stormwater retention pond were present in the Site file. Sediment characterization sampling conducted as part of this effort did not indicate the presence of significant levels (e.g., above background) of oil or hazardous materials.
Planning/Zoning	Zoning Map, Applications	The Site is zoned for light industrial use. The Assistant Planner was not aware of environmental issues at the Site. He indicated that some work/upgrades to the on-site wastewater treatment plant had been undertaken 3 to 4 years ago, and suggested that the Conservation Commission would have more information.

None of the information reviewed is considered to indicate a REC in connection with the Site property, with the exception of the documented subsurface contamination previously discussed in Section 2.3.

2.6 Historical Use Information

Sanborn Head reviewed historical mapping (e.g., fire insurance and USGS topographic maps) and aerial photographs. Historical topographic maps and aerial photographs were available for the Site and vicinity spanning from 1894 to the present. Other historical sources reviewed as part of this assessment included an EDR City Directory report and a Sanborn Fire Insurance Map report. Sanborn Fire Insurance maps were not available for the Site (unmapped property).

The following key information was available in our review of the historical sources:

- Site:** Based on the earliest historical information reviewed for this ESA, the Site was undeveloped wooded land prior to the turn of the 20th century. Initial development of the Site, possibly for residential and/or agricultural uses, appears to have occurred by 1915. The Site appears to have been used for residential/agricultural purposes throughout the first half of the 20th century, with additional structures (outbuildings) constructed in the 1940s and 1950s. By 1963, industrial redevelopment of the Site had

occurred, with the construction of Building 1 and paved parking areas north and west of the building. Buildings 2 and 3, as well as several small buildings in the northwest corner of the property were constructed by 1969. Building 4, as well as the current WWTP and associated leaching beds are present by 1980. Additional development, including construction of Building 5 and additional structures in the northwestern portion of the Site continued throughout the early 1990s. The Site appears to be relatively unchanged since the 1990s.

- **Adjoining Properties:** With the exception of the presence of the Massachusetts Central Railroad along the north side of the property, the adjoining properties appear undeveloped (largely wooded land) prior to the turn of the 20th century. Similar to the Site history, the portions of the adjoining properties appear to be used for residential and/or agricultural purposes during the first half of the 20th century, with initial commercial development to the south and east generally beginning in the 1960s to 1970s. The Sudbury Plaza was constructed by 1965. The adjoining properties appear to be relatively unchanged since the 1990s.
- **Surrounding Area:** Although the area appears largely undeveloped prior to the 20th century, Boston Post Road, Dudley Road, and Framingham Road are all present in the earliest historical information reviewed as part of this ESA. At this time, South Sudbury appears more densely developed than the Site vicinity. Additional development, possibly residential/agricultural in nature, occurred along Boston Post Road during the first half of the 20th century. Similar to the Site history, commercial/industrial development, as well as denser residential development, occurred during the 1960s and 1970s. The surrounding areas appear to be relatively unchanged since the 1990s.

None of the information reviewed is considered to indicate a REC in connection with the Site property. Copies of documentation obtained during the Site history review are provided in Appendix B.

2.7 User Provided Information

Sanborn Head requested the information specified in ASTM E 1527-13 from the User of this Phase I ESA with Subsurface Investigation report (Client), in the form of a User Questionnaire. As of the date of this report, Sanborn Head has not received a copy of the completed questionnaire. In the course of this assessment, Sanborn Head was not informed by the User or Site personnel of environmental liens or activity/use limitations in place for the Site. During Sanborn Head's review of local/state files, we did not identify environmental liens or use restrictions in place for the Site.

3.0 SITE RECONNAISSANCE

Sanborn Head representatives performed a Site reconnaissance to obtain evidence of RECs potentially present in connection with the Site, as summarized in the table below.

<i>Date of Site Visit</i>	April 30, 2015
<i>Sanborn Head Representative(s)</i>	Patricia M. Pinto, P.E., LSP Rene E. Nahlik

<i>Accompanying Facility Individual(s)</i>	Mary M. Strzempko, CSP	Russ Hughes, MBA
<i>Title(s)</i>	Env. Health & Safety Manager	Marlborough/Sudbury Operations Manager
<i>Tenure at Facility</i>	13 years	2 years
<i>Limiting Conditions</i>	Interior reconnaissance was generally limited to 1 st floor of Buildings 1 through 5; photographs were not permitted to be taken in interior areas due to the nature of Site operations. Exterior areas were generally observed from paved driveways and parking areas. Interior of Bore-site Building and Test Area Buildings were not observed due to active testing and for confidentiality reasons.	

A photograph log from the Site reconnaissance is included in Appendix F. A summary of the Site reconnaissance findings is presented below.

Information about the key structures and improvements at the property are described in the table below. A Site Plan, showing key Site features, is provided as Figure 2.

<i>On-Site Structures</i>	Buildings 1 through 5 (primarily used as office space, although some research and development of microwave and radar equipment/ components has historically been performed at the Site); WWTP; Former Bore-site Building (currently used for storage and maintenance activities); Former Radar Tower (not in use); Former Test Area Building(s) located in northwestern portion of Site. Refer to Figure 2.
<i>Number of Stories, Mezzanine Levels</i>	Varies; primary occupied spaces (i.e., Buildings 1 through 5) are generally 1 to 2 stories.
<i>Basements/Crawl Spaces</i>	None reported/observed
<i>Structure Size (square feet)</i>	522,948 square feet (finished)
<i>General Construction</i>	Slab-on-grade, steel frame buildings with brick veneer exterior and tar and gravel roof covering.
<i>Date of Construction</i>	1950s to 1980s
<i>Roads, Streets, Parking Facilities on the Site</i>	Paved driveways and parking areas cover much of the northwestern and northeaster portions of the Site; paved driveways also encircle Buildings 1 through 5 located on the southern half of the Site; Refer to Figure 2.
<i>Roads Adjoining the Site</i>	Site is located on the north side of Boston Post Road (Route 20); Refer to Figure 3.
<i>Railroad Lines /Spurs On or Adjacent to the Site</i>	Inactive railroad, formerly operated by Boston and Maine Corporation, abuts the Site to the north; Refer to Figure 2.

Land uses in the area of the Site include a mix of residential, commercial, and light industrial. The abutting properties include:

<i>North</i>	Massachusetts Bay Transportation Railway (inactive)
<i>South</i>	Town of Sudbury Fire Station No. 2; Sudbury Plaza (retail shopping center), including Shaw's, Starbucks, restaurants, etc.
<i>East</i>	Chiswick Park, a commercial/light industrial development, including Harvard Vanguard Medical Associates, UV Tech Systems, DJ DevCorp, Pure Encapsulations, Little Hands Academy, etc.
<i>West</i>	J.P. Bartlett Co., Inc. (commercial greenhouse); residential properties and farmland

Key observations from the Site are included in the table below.

Observation	Observed or Suspected
<i>Areas of OHM product storage and use / Drums / Hazardous Substance and Petroleum Products Containers</i>	Areas of oil and hazardous material (OHM) product storage and/or use observed during Site reconnaissance included the facility boiler rooms, as well as select facility contractor areas/storage rooms. The concrete floor and secondary containment berm were observed to be in good condition; good housekeeping was noted in this area. A chemical inventory provided by Raytheon documenting Site OHM storage and associated areas is provided in Appendix D.
<i>Above Ground Storage Tanks (ASTs)</i>	One 1,000-gallon AST supplies diesel fuel to an emergency generator located outside of Building 1. A second 800-gallon AST supplies diesel fuel to an emergency generator located outside of the Wastewater Treatment Plant (WWTP). The ASTs and associated secondary containment appeared to be in good condition; spillage/staining were not observed in the vicinity of the ASTs.
<i>Underground Storage Tanks (USTs)</i>	One heating oil UST was formerly associated with the former Boresite Building; this UST was reportedly removed following a spill during loading operations in 1989. Refer to Section 2.3 for additional details. Evidence of USTs was not observed during the Site reconnaissance.
<i>Odors</i>	None observed.
<i>Pools of liquid</i>	None observed.
<i>Unidentified Substance Containers</i>	None observed.
<i>Transformers and any identified PCB-containing equipment</i>	Numerous transformers are located on-Site. Staining and leakage were not observed in the vicinity of the units observed along the western and eastern sides of Buildings 1-5 (other transformers in the vicinity of the former Boresite Building, Radar Tower, and Test Area Buildings were not observed directly). Although labeling was not observed on the exterior of the transformer housing, facility representatives indicated that the transformer oil does not contain PCBs.
<i>Heating/Cooling system</i>	Natural gas-fired boilers/forced hot water; air conditioned.
<i>Interior stains or corrosion</i>	None observed.
<i>Interior drains, sumps, and below grade conveyances</i>	Interior floor drains/trenches were observed in certain areas, including the cafeteria and boiler rooms. Facility representatives report that all below grade conveyances have been closed/sealed.
<i>Exterior pits/ponds/lagoons</i>	Stormwater retention pond receives stormwater runoff from developed portions of the Site.
<i>Pesticide use</i>	None observed/reported.
<i>Stained soil or pavement</i>	None observed.
<i>Stressed vegetation</i>	None observed.
<i>Evidence of solid waste disposal on the Site</i>	None observed.
<i>Evidence of fill materials</i>	None observed.
<i>Wastewater discharges</i>	Wastewater discharges, including sanitary wastewaters, are treated via the on-site WWTP. WWTP effluent is discharged to several leaching beds located in the north central portion of the Site, under a groundwater discharge permit.
<i>Wells</i>	Numerous monitoring wells have been installed at the Site as part of various subsurface investigations; a sub-set of these wells continue to be monitored on a periodic basis pursuant to the Class C RAO associated with RTN 3-27243.

Observation	Observed or Suspected
<i>Septic systems</i>	Because municipal wastewater service is not available in the Town of Sudbury, it is assumed that wastewater generated at the Site has been disposed of on-Site since its initial development. As noted above, the current WWTP effluent is discharged to several leaching beds located in the north central portion of the Site. Former leach fields include those associated with the former Site wastewater treatment system (i.e., located north of Building 1, before Building 5 was constructed) and the former Boresite Building.
<i>Evidence of spills/releases</i>	None observed.
<i>Hazardous waste</i>	Hazardous wastes are initially stored at satellite accumulation areas near the point of generation; they are then moved to the 90-day accumulation area located along the eastern side of Building 1. The concrete floor and secondary containment berm were observed to be in good condition; good housekeeping was noted in this area.
<i>Non-Hazardous waste</i>	Excess solid waste/debris was not observed; good housekeeping was generally noted in interior/exterior areas.
<i>Air Emissions</i>	As noted previously, the Site is identified as a historical minor source of air pollutants, including carbon monoxide, sulfur dioxide, total hydrocarbons, and VOCs; based on information available from the DEP the Site does not currently hold air pollution control permits or approvals for facility emissions. Process emissions sources were not observed during the site reconnaissance.

Current and former utilities that service the Site include the following:

<i>Electricity</i>	NSTAR Electric
<i>Natural Gas</i>	Keyspan
<i>Water</i>	Sudbury Water District
<i>Sewer/Wastewater</i>	On-site wastewater treatment with permitted discharge to groundwater

4.0 INTERVIEWS

4.1 Interview with Site Owner/Key Site Manager

The following individuals were interviewed for this ESA:

<i>Individual(s)</i>	Mary M. Strzempko, CSP	Russ Hughes, MBA	Chip Burkhardt, P.G.	Charles A. Lindberg
<i>Title(s)</i>	Env. Health & Safety Manager	Marlborough/Sudbury Operations Manager	Manager, Environmental Programs	Licensed Site Professional (LSP) with GZA Geo-Environmental, Inc.
<i>Tenure at Facility</i>	13 years	2 years	Not reported	25 years

None of the individuals interviewed had knowledge of releases of OHM or other environmental issues that would potentially constitute a REC, with the exception of the documented subsurface contamination previously discussed in Section 2.3.

Relevant information provided during the interviews is presented throughout this report, where appropriate.

4.2 Interviews with Local Government Officials

The following individuals were interviewed for this ESA:

Name	Title	Agency
Rosemary B. Harvell	Town Clerk	Town Clerk's Office
James S. Kupfer, MPA	Assistant Planner	Planning and Community Development
Cynthia Gerry	Director of Assessing	Assessor's Office
Michelle Korman	Health Coordinator	Board of Health
Bill Place	Director of DPW & Engineering	Department of Public Works
Kimberly W. Polcari	Office Supervisor	Fire Department

Relevant information obtained from local officials is presented throughout this report, where applicable.

5.0 SUBSURFACE INVESTIGATION

A subsurface investigation was performed to evaluate potential impacts to soil and groundwater related to prior use of OHM at the Site. The exploration locations, as shown on Figure 4, were generally selected to target areas where investigations have not been performed previously. Specifically, the exploration locations were chosen to evaluate potential impacts from the former UST near the Boresite Building, to evaluate potential impacts from the fill soil placed in the northwestern parking lot, and to evaluate potential impacts in the vicinity of the test area buildings. In addition, select existing monitoring wells were also sampled for parameters other than VOCs to evaluate whether other OHM used at the Site may have impacted Site groundwater quality. Certain explorations were also completed by Sanborn Head for geotechnical due diligence purposes. A summary of the scope of investigation and key findings from the subsurface investigation are provided below.

5.1 Scope of Subsurface Investigation

The subsurface investigation activities were completed between May 15 and June 1, 2015, and consisted of the following:

- Pre-clearing for utility avoidance purposes, followed by advancing seven soil borings (designated SH-1 through SH-7), using hollow stem auger and/or drive and wash casing drilling methods to depths of approximately 14 to 26 ft bgs;
- Collecting soil samples from three of the borings (SH-1, SH-2, and SH-4) for laboratory analysis of VOCs, volatile petroleum hydrocarbons (VPH), extractable petroleum hydrocarbons (EPH), select metals (i.e., chromium, lead, mercury, nickel, silver), and PCBs;
- Completing soil borings SH-1 and SH-2 as groundwater monitoring wells (designated SH-1W and SH-2W);

- Collecting three shallow soil samples (designated SH-8 through SH-10) at locations within identified soil fill areas for laboratory analysis of VOCs, VPH, EPH, select metals (i.e., chromium, lead, mercury, nickel, silver), and PCBs;
- Developing the two newly installed monitoring wells (SH-1W and SH-2W), and three existing Site monitoring wells (GZ-102, GZ-108, and W-1), which had not been sampled in recent years; and
- Collecting groundwater samples using a modified low-flow purging/sampling technique from the two newly installed monitoring wells (SH-1W and SH-2W), and five existing Site monitoring wells (GZ-102, GZ-103, GZ-108, W-1, and W-4) for laboratory analysis of VOCs, VPH, EPH, select metals (i.e., chromium, lead, mercury, nickel, silver), and physiological available cyanide (PAC).

Additional details pertaining to the field investigation methods and supporting field documentation, including soil boring/monitoring well construction logs, monitoring well development forms, and low-flow sampling summary forms are provided in Appendix G. Laboratory analytical reports are provided in Appendix H.

5.2 Summary of Soil Investigation Results

In general, surface materials generally consist of an approximately 1 to 3-foot thick layer of inorganic granular fill, underlain by a natural sand stratum. The natural sand generally consists of a light brown, fine to medium sand with varying amounts of silt. Visual/olfactory observation and field screening did not indicate the presence of contamination.

Soil analytical data are summarized in Table 1. For reference, data are compared to the MCP Reportable Concentrations for RCS-1 areas (RCS-1). No target analytes were detected in Site soil at concentrations greater than the aforementioned thresholds. EPH fractions (C₁₉-C₃₆ aliphatics, and C₁₁-C₂₂ aromatics) were detected slightly above laboratory reporting levels in the sample collected from soil boring SH-4, located in the parking lot north of Building 4. Detectable concentrations of chromium, nickel, and/or lead were also reported in each of the soil samples collected from both the soil borings and shallow sampling locations. The metals concentrations are below DEP published background concentrations for natural soil. Based on the soil sampling results, no additional RECs were identified.

5.3 Summary of Groundwater Investigation Results

Groundwater was generally encountered between approximately 3 to 5 feet bgs based on stabilized groundwater monitoring well readings and observations made during the subsurface exploration program. We note variations in groundwater levels can occur due to variations in season, precipitation, temperature, runoff, and other factors.

Groundwater analytical data are summarized in Table 2. For reference, data are compared to the MCP Reportable Concentrations for category RCGW-1 groundwater (RCGW-1). No target analytes were documented in Site soils at concentrations greater than the

aforementioned thresholds. Only cyanide (measured as PAC) was detected above the laboratory reporting level in the groundwater sample collected from existing Site monitoring well W-4, located in the vicinity of the leaching beds. The concentration of PAC detected was well below the applicable MCP Method 1 standards. Based on the groundwater sampling results, no additional RECs were identified.

6.0 EVALUATION

6.1 Findings, Opinion, and Conclusions

We have performed a Phase I Environmental Site Assessment with Subsurface Investigation in substantial conformance with the scope and limitations of ASTM Practice E 1527-13 of 528 Boston Post Road, Sudbury, Massachusetts. Any exceptions to, or deletions from, this practice are described in Section 1.3 of this report. This assessment has revealed no evidence of RECs in connection with the Site except for the following:

- A MCP disposal site is present at the Site. The release, known by RTNs 3-27243 and 3-3037, is related to the presence of CVOCs in groundwater in the northeastern portion of the property. The presence of CVOCs in groundwater was first identified between 1990 and 1991, and the Site was initially assigned RTN 3-3037. The initial investigations were requested by DEP as part of a regional investigation for the source of CVOCs in the Town of Sudbury's Raymond Road well field. Following initial investigations, a Consultant of Record/Affirmation Statement was submitted to DEP for RTN 3-3037 in 1993. RTN 3-3037 is listed as "Pending No Further Action" in DEP's database. Raytheon continued to monitor groundwater quality at the Site, and in 2007 provided notification to DEP under the MCP. While the groundwater concentrations have remained consistent with those detected during earlier studies, Raytheon elected to provide notification based on updated reporting requirements under the MCP. That notification was assigned RTN 3-27243. Raytheon has continued to perform groundwater quality monitoring at the Site since that time. A well-defined on-Site source of the CVOCs in groundwater has not been identified. In November 2008, Raytheon submitted a Class C RAO for RTN 3-27243, which concluded that a Temporary Solution has been achieved and that MNA and periodic groundwater monitoring may continue for the release. The presence of CVOCs in groundwater at the Site is considered a REC.

Three HRECs were also noted in connection with past releases of OHM at the Site:

- A 1987 spill of about 35 gallons of no. 2 heating oil occurred during filling of a UST associated with the former Boresite Building in the west-central portion of the Site. Documentation of the cleanup activities was provided in the DEP files for RTN 3-3037. However, due to the age of the release, it does not appear that a separate RTN was created for this release. The UST and impacted soil near the tank were removed for off-Site disposal. Low-level petroleum hydrocarbon concentrations remain in soil following the remediation activities, but a UST closure report states that DEP concurred that sufficient soil removal had been performed and the report concluded that the site did not necessitate being listed on DEP's Location to be Investigated list for potential disposal sites in 1990. This prior release is considered to be an HREC.

- A 1998 spill of 15 to 20 gallons of hydraulic oil, resulting from an overturned crane, was assigned RTN 3-17106. Absorbent materials were applied to remediate the spill, and approximately 1.5 cubic yards of impacted soil were also removed for off-Site disposal. A Class A-2 RAO was filed for the release in September 1998, demonstrating that a Permanent Solution has been achieved for this release. This prior release is considered to be an HREC.
- Three smaller releases of ethylene glycol from facility or vehicle heating/cooling systems occurred at the Site between 1993 and 1994. These minor spills (between 1 and 4 gallons) were reportedly remediated with sorbent materials. These prior minor spills are considered to be an HREC.

6.2 Data Gaps

ASTM E 1527-13 requires that data gaps in the research performed be identified. Our assessment of identified data gaps is provided below.

Data Gap	Assessment
As of the time of this report, Sanborn Head has not received a completed User Questionnaire.	Based on the other information obtained during this Phase I ESA, it is Sanborn Head's opinion that the lack of a completed questionnaire does not materially impact our ability to identify RECs at the Site.
Sanborn Head observed interior and exterior areas of the Site, but we were not able to view certain interior areas during the Site reconnaissance due to active testing and for confidentiality reasons. Interior photographs were also not permitted.	Based on observations of the interior and exterior, information gained from Site representatives, and the nature of the use of these buildings/property, this is not considered a significant data gap.

6.3 References

Key documents that were used in preparing this report have been referenced within the text of the report.

6.4 Signatures of Environmental Professionals

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in Section 312.10 of 40 C.F.R. 312. We have the specific qualifications based on education, training, and experience to assess a Site of the nature, history, and setting of the subject Site. We have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 C.F.R. Part 312.



Name: Rene E. Nahlik
Position: Project Manager



Name: Patricia M. Pinto, P.E., LSP
Position: Senior Associate/Vice President

7.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

Rene E. Nahlik

Project Manager

Rene Nahlik has over ten years of experience in the environmental consulting field. Rene's project experience ranges from initial Phase I Environmental Site Assessments (ESAs) to design and implementation of remedial actions. She has experience working on hazardous wastes sites with various types of contaminants, including chlorinated volatile organic compounds (CVOCs), petroleum-related compounds, polychlorinated biphenyls (PCBs), dioxins/furans, and radiological constituents. She has provided environmental consulting services to residential, commercial, industrial, and public sector clients at sites located through the US and internationally. She also has extensive field experience including environmental drilling/soil sampling, groundwater sampling, soil gas sampling, indoor air sampling, sediment sampling, construction oversight, and pilot testing. Rene is a New Hampshire Department of Environmental Services (NHDES) Certified Hazardous Waste Coordinator and a licensed professional engineer (P.E.) in New Hampshire.

Patricia M. Pinto, P.E., LSP

Senior Associate/Vice President

Tricia Pinto is an environmental engineer with over sixteen years of experience in the environmental investigation, risk assessment and remediation fields. Her work experience has included preparation of numerous Phase I and II Environmental Site Assessments, risk assessments, and various regulatory documents required by Massachusetts, Connecticut, New Hampshire and Ohio state agencies and regulatory programs. She has completed environmental assessments to evaluate the nature, extent and distribution of contamination, subsurface hydrogeologic characteristics and contaminant fate and transport in commercial, industrial and redevelopment settings. She also has completed risk assessments for sites located in Massachusetts and Ohio. She has extensive experience in the field, including observation of soil borings and monitoring well installations using a variety of drilling techniques, remedial construction, environmental construction monitoring, underground storage tank and contaminated soil removal observations, environmental sampling including soil, groundwater, sediment, surface water and indoor air media. She also has experience in design and implementation of hydrogeologic tests to evaluate soil permeability and aquifer characteristics. She is a registered P.E. and Licensed Site Professional (LSP) in Massachusetts, and a Licensed Environmental Professional (LEP) in Connecticut.

TABLES

Table 1
Summary of Soil Analytical Data
528 Boston Post Road
Sudbury, Massachusetts

LOCATION	Reportable Concentrations	Units	SH-1 (2-4)	SH-2 (1-2)	SH-4 (2-4)	SH-8 (1-3)	SH-9 (1-3)	SH-10 (1-3)
SAMPLING DATE	RCS-1		5/27/2015	5/27/2015	5/27/2015	5/29/2015	5/29/2015	5/29/2015
Extractable Petroleum Hydrocarbons (EPH)								
C9-C18 Aliphatics	1000	mg/kg	<7.14	<6.94	<7.5	<6.81	<6.83	<6.72
C19-C36 Aliphatics	3000	mg/kg	<7.14	<6.94	7.99	<6.81	<6.83	<6.72
C11-C22 Aromatics, Adjusted	1000	mg/kg	<7.14	<6.94	13.5	<6.81	<6.83	<6.72
Polychlorinated Biphenyls (PCBs)								
PCBs, Total	1	mg/kg	<0.0366	<0.0349	<0.0387	<0.0327	<0.0341	<0.0336
Total Metals								
Chromium, Total	100	mg/kg	9.0	16	9.4	8	8.4	7.4
Lead, Total	200	mg/kg	2.5	<2.1	11	2.6	2.8	<2.0
Nickel, Total	600	mg/kg	5.4	9.5	5.8	8.2	5.6	4.1
Volatile Organic Compounds (VOCs)								
VOCs	Varies by Analyte	mg/kg	BDL	BDL	BDL	BDL	BDL	BDL
Volatile Petroleum Hydrocarbons (VPH)								
C9-C10 Aromatics	100	mg/kg	<3.18	<2.76	<3.48	<2.91	<2.64	<2.77
C5-C8 Aliphatics, Adjusted	1000	mg/kg	<3.18	<2.76	<3.48	<2.91	<2.64	<2.77
C9-C12 Aliphatics, Adjusted	NS	mg/kg	<3.18	<2.76	<3.48	<2.91	<2.64	<2.77

Notes:

1. The soil samples were collected by Sanborn, Head & Associates, Inc. (Sanborn Head) on the dates indicated and analyzed by Alpha Analytical, Inc. (Alpha) of Westborough, Massachusetts.
2. Except for EPH and VPH fractions, only compounds that were detected in one or more samples are shown. See analytical laboratory report for a complete list of analytes and detection limits.
3. The samples were compared to Massachusetts Contingency Plan (MCP) Reportable Concentrations for S-1 (RCS-1) Soil. There are no exceedances of the aforementioned threshold.
4. "<" indicates the analyte was not detected above the indicated laboratory reporting limit.
"mg/kg" milligrams per kilogram
"BDL" Below Detection Limit

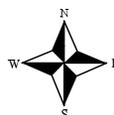
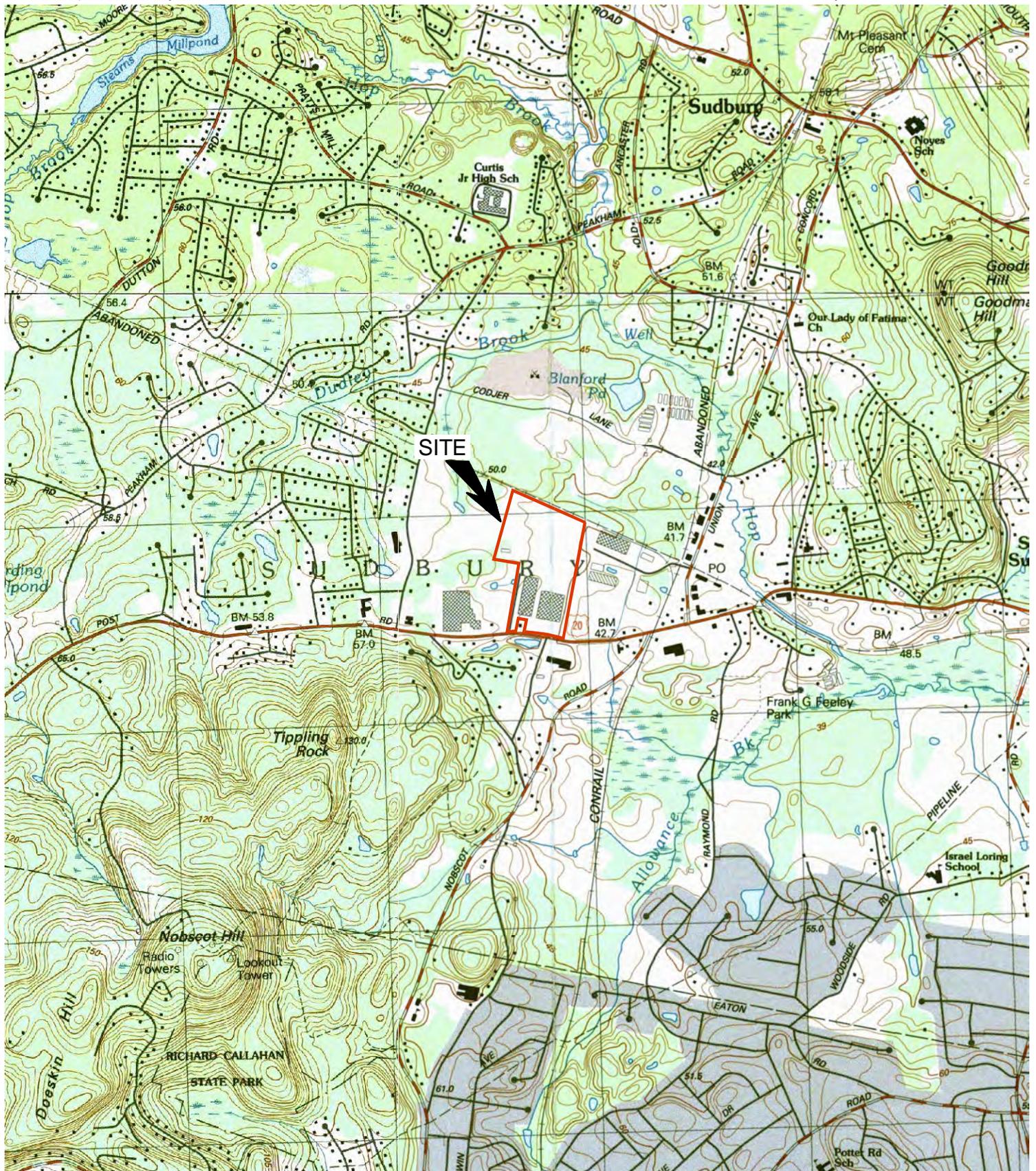
Table 2
Summary of Groundwater Analytical Data
 528 Boston Post Road
 Sudbury, Massachusetts

LOCATION	Reportable Concentrations	Units	SH-2	SH-1	GZ-103	W-4	W-1	GZ-108	GZ-102
SAMPLING DATE	RCGW-1		6/1/2015	6/1/2015	6/1/2015	6/1/2015	6/1/2015	6/1/2015	6/1/2015
Extractable Petroleum Hydrocarbons									
EPH	Varies by Analyte	ug/l	BDL	BDL	BDL	-	BDL	BDL	BDL
General Chemistry									
Cyanide, Physiologically Available	30	ug/l	-	-	-	5	<5	<5	<5
Total Metals									
Total Metals	Varies by Analyte	ug/l	BDL						
Volatile Organic Compounds									
VOCs	Varies by Analyte	ug/l	BDL	BDL	-	-	-	-	BDL
Volatile Petroleum Hydrocarbons									
VPH	Varies by Analyte	ug/l	BDL	BDL	BDL	-	BDL	BDL	BDL

Notes:

1. Samples were collected by Sanborn, Head & Associates, Inc. (Sanborn Head) on the dates indicated and analyzed by Alpha Analytical, Inc. of Westborough, Massachusetts (Alpha).
2. Results were compared to the Massachusetts Contingency Plan (MCP) Reportable Concentrations for GW-1 (RCGW-1) Groundwater. There are no exceedances of the aforementioned threshold.
3. "<" indicates the analyte was not detected above the indicated laboratory reporting limit.
 "-" indicates the analyte was not analyzed.
 "ug/l" micrograms per liter
 "BDL" Below Detection Limit
 "NS" No Standard

FIGURES



NOTES:
 Base map was taken from the "Office of Geographic and Environmental Information (MassGIS), Commonwealth of Massachusetts Information Technology Division"
 7.5 minute USGS Quadrangle Maps: Sudbury, Massachusetts, REV: 1987

Drawn By: C.Green
 Designed By: R.Nahlik
 Reviewed By: P.Pinto
 Project No: 3888.00
 Date: August 2015

SCALE: 1:25,000



Figure 1
Locus Plan
 Phase I Environmental Site
 Assessment with Subsurface
 Investigation
 528 Boston Post Road
 Sudbury, Massachusetts



Figure 3

Site Vicinity Plan

Phase I Environmental Site Assessment with Subsurface Investigation

528 Boston Post Road
Sudbury, Massachusetts

Drawn By:	E. Wright
Designed By:	R. Nahlik
Reviewed By:	P. Pinto
Project No:	3888.00
Date:	August 2015

Figure Narrative

The purpose of this figure is to show the Site and its approximate boundaries (shown with red outline), the immediately adjacent properties and/or operations, and the general Site vicinity.

Notes

1. Aerial photograph available from bing™ through ArcGIS Online.



Copyright: ©2013 Esri, DeLorme, NAVTEQ



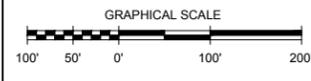


LEGEND:

- APPROXIMATE LOCATION AND DESIGNATION OF TEST BORING ADVANCED BY GEOSARCH, INC (GEOSARCH) AND OBSERVED BY SANBORN HEAD BETWEEN MAY 27 AND 29, 2015
- APPROXIMATE LOCATION AND DESIGNATION OF TEST BORING COMPLETED AS A MONITORING WELL ADVANCED BY GEOSARCH AND OBSERVED BY SANBORN HEAD BETWEEN MAY 27 AND 28, 2015
- APPROXIMATE LOCATION AND DESIGNATION OF SHALLOW TEST BORING ADVANCED BY GEOSARCH AND OBSERVED BY SANBORN HEAD ON MAY 29, 2015
- APPROXIMATE LOCATION AND DESIGNATION OF DESTROYED MONITORING WELL BY GZA
- APPROXIMATE LOCATION AND DESIGNATION OF PREVIOUSLY INSTALLED MONITORING WELL BY GZA
- APPROXIMATE LOCATION AND DESIGNATION OF MONITORING WELL INSTALLED BY GEOSARCH IN SEPTEMBER 2008
- APPROXIMATE LOCATION AND DESIGNATION OF VERTICAL PROFILE POINT PERFORMED BY BLUE HILL ENVIRONMENTAL BETWEEN AUGUST 5 AND 11, 2008
- APPROXIMATE DISPOSAL SITE BOUNDARY
- APPROXIMATE PROPERTY BOUNDARY
- APPROXIMATE LOCATION OF DRAIN LINE
- APPROXIMATE LOCATION OF POTENTIALLY BURIED TRASH AND DEBRIS AS NOTED BY THE GEOTECHNICAL GROUP
- APPROXIMATE LOCATION OF BURIED BOULDERS AND BLAST ROCK AS DOCUMENTED IN THE FIELD REPORTS PREPARED BY THE GEOTECHNICAL GROUP
- APPROXIMATE LOCATION OF FILL PLACEMENT FROM BUILDING NO. 5 EXCAVATION AS DOCUMENTED IN THE FIELD REPORTS PREPARED BY THE GEOTECHNICAL GROUP
- APPROXIMATE LOCATION OF BURIED ASPHALT AS DOCUMENTED IN THE FIELD REPORTS PREPARED BY THE GEOTECHNICAL GROUP
- APPROXIMATE LOCATION OF ORGANIC OVER-EXCAVATION AS DOCUMENTED IN THE FIELD REPORTS PREPARED BY THE GEOTECHNICAL GROUP

NOTES:

1. THE BASE MAP, INCLUDING THE DISPOSAL SITE BOUNDARY, WAS TAKEN FROM AN ELECTRONIC PLAN ENTITLED, "SITE PLAN", PREPARED BY GEOENVIRONMENTAL, INC (GZA) OF NORWOOD, MA, DATED APRIL 17, 2015 WITH AN ORIGINAL SCALE OF 1" = 80'.
2. EXPLORATIONS DESIGNATED SH-1 THROUGH SH-10 WERE ADVANCED BY GEOSARCH, INC (GEOSARCH) OF FITCHBURG, MA BETWEEN MAY 27 AND 29, 2015 AND WERE OBSERVED BY SANBORN HEAD.
3. APPROXIMATE LOCATIONS OF EXPLORATIONS OBSERVED BY SANBORN HEAD ARE BASED ON TAPED MEASUREMENTS MADE IN THE FIELD RELATIVE FROM PROMINENT SITE FEATURES. THIS DATA SHOULD BE CONSIDERED ACCURATE ONLY TO THE DEGREE IMPLIED BY THE METHOD USED.
4. APPROXIMATE LOCATIONS OF EXPLORATIONS BY OTHERS HAVE BEEN OBTAINED BY A PLAN ENTITLED, "SITE PLAN", PREPARED BY GZA, DATED APRIL 17, 2015. THIS DATA SHOULD BE CONSIDERED APPROXIMATE.
5. AREAS OF FILL PLACEMENT, POTENTIAL BURIED TRASH AND DEBRIS, BURIED BOULDERS, BURIED ASPHALT AND ORGANIC OVER-EXCAVATION ARE BASED ON OUR INTERPRETATION OF FIELD SKETCHES BY THE GEOTECHNICAL GROUP, INC. (THE GEOTECHNICAL GROUP) OF NEEDHAM, MA BETWEEN FEBRUARY 1985 AND JULY 1985.



NO.	DATE	DESCRIPTION	BY

DRAWN BY: J. RALPHS/C. GREEN
 DESIGNED BY: J. FINDON-HENRY
 REVIEWED BY: P. PINTO
 PROJECT MGR: J. FINDON-HENRY
 PIC: K. STETSON
 DATE: AUGUST 2015

Phase I ESA with Subsurface Investigation
 528 Boston Post Road
 Sudbury, Massachusetts
EXPLORATION LOCATION PLAN

PROJECT NUMBER:
3888.00
 Figure 4

Avalon Sudbury
Requested Waivers to Local Bylaws and Regulations

The list below identifies the required waivers necessary from applicable local bylaws and regulations, based on the Preliminary Site Plans, in order to construct the project (the "Project") which is the subject of this application. This list is subject to modification based on the advancement of project design and permitting and shall be deemed to include all other waivers from local bylaws and regulations required to construct the Project in accordance with the final plans.

I. TOWN BYLAWS			
Section	Subject	Requirement	Requested Waiver / Project Applicability
A. ARTICLE V			
Section 30	Driveway location	Under Article V, Section 30 and the associated Driveway Location Rules and Regulations, no new driveway or other new access to a way shall be constructed at the point of intersection with such way, unless a written permit is first obtained from the Town Engineer.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B. Driveway location to be approved by the Zoning Board of Appeal ("ZBA").
(A)	Removal of Earth	Removal Permit required from Earth Removal Board.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B. Allow earth removal as may be required by grading shown on Preliminary Site Plans for the Project.
(F)	Stormwater Management	Under Article V(F), and the associated Stormwater Management Bylaw Regulations, Planning Board permit required for activity disturbing in excess of 40,000 sf.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B. Project shall comply with Wetlands Protection Act, MGL Ch. 131, Sec. 40 and applicable regulations at 310 CMR 10.00 et seq.
B. ARTICLE IX - Zoning			
2210	Structures on a Lot	One (1) principal structure per Lot.	Allow for multiple principal structures within the Project constructed on one Lot.
2230 and App. A	Use	Multi-family housing is not an allowed use in the Limited Industrial District ("LID").	Allow for multi-family use within LID.
2310	Accessory Use	Any use permitted as a principal use is also permitted as an accessory use. Rental office and WWTP not identified as allowed principal uses.	Allow accessory use for rental office and WWTP incidental to the Project, and other accessory uses incidental to the Project.
2600 and App. B	Setback Requirements	Minimum front, side and rear yard setback requirements of between 50 and 125 feet.	Allow for setbacks as shown on Preliminary Site Plans for the Project.
2600 and App. B	Height	Maximum building height of 2 stories and 35 feet.	Allow for 3 story building height as shown on Preliminary Site Plans for the Project.
2600 and App. B	Building Coverage	Open space; maximum building coverage of 25% of the Lot.	Allow for building coverage as shown on Preliminary Site Plans for the Project.
3100	Parking Requirements	Two spaces per dwelling unit.	Allow for Project to provide less than two parking spaces per dwelling unit, with dimensions and design as shown on Preliminary Site Plans for the Project. The Preliminary Site Plans for the Project show a currently proposed ratio of approximately 1.8 parking spaces per dwelling unit.
3200	Signs	One Residential Identification Sign permitted which shall not exceed 2 sf.	Allow for increase in number and size of monument and other signs in excess of this limitation to serve the Project.
3300	Common Driveways	In all Residential Districts, no driveway or other access to a way shall serve more than two dwellings.	Allow for one driveway to serve all dwellings, as shown on Preliminary Site Plans for the Project.
3410	General Performance Standards	Building Inspector may require technical evidence.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B.
3430	Performance Standard for Erosion Control	For example, grading or construction which will result in final slopes of 15% or greater on 50% or more of lot area, or on 30,000 sf or more on a single lot, even if less than half of the lot area, shall be allowed only under special permit from the Planning Board, and no areas totaling two acres or more shall have existing vegetation clear-stripped or be filled six inches or more.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B. To the extent necessary, allow grading in which final slopes of 15% or greater which may exceed 30,000 sf on the lot, as shown on plans. Allow for site activities associated with the Project.
3440	Excavations abutting Roads	No excavation lower than the grade of any road may be made within 50 feet, and angle of repose limited.	Allow for excavation in connection with improvements shown on Preliminary Site Plans for the Project.
3500	Screening and Landscaping	Screening and landscaping requirements for, among other things, parking areas and planted areas.	Allow for screening and landscaping shown on Preliminary Site Plans for the Project.
4200	Water Resource Protection Overlay District	Use and other restrictions apply within the Water Resource Overlay Districts.	Waiver sought from Water Resource Overlay District requirements, to the extent applicable to the Project.

6300	Site Plan Review Requirements	Site Plan Review	Comprehensive Permit shall provide all local permits per MGL Ch. 40B. Site plan to be approved by the ZBA.
6500	Design Review Requirements	Design Review	Comprehensive Permit shall provide all local permits per MGL Ch. 40B. Design to be approved by the ZBA.
C. ARTICLE XXII & Wetlands Administration Bylaw Regulations			
All Sections	Wetlands Resource Area Protection	Article XXII of the Town Bylaws and the associated Wetlands Administration Bylaw Regulations grant the Conservation Commission the authority to impose conditions that exceed the requirements of the Wetlands Protection Act, MGL Ch. 131, §40 and applicable regulations at 310 CMR 10.00 et seq., or other applicable state law.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B. Waiver sought from requirements of this Article. The Project will comply with the provisions of the Wetlands Protection Act, MGL Ch. 131, §40 and applicable regulations at 310 CMR 10.00 et seq., as well as applicable MassDEP groundwater discharge requirements.
D. ARTICLE XXVI – Public Access Way Permit			
All Sections	Access Permit	Permit required for new access that generates substantial increase in or impacts traffic on a public way.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B. Waiver sought from requirements of this Article, to the extent applicable to the Project.
E. ARTICLE XXVII – In-Ground Irrigation Systems			
All Sections	Irrigation Wells	<ul style="list-style-type: none"> Board of Health Approval for installation of private irrigation well. 100' setback required from well to sewage disposal system, existing well and wetlands. 	Comprehensive Permit shall provide all local permits per MGL Ch. 40B. Well design to be approved by the ZBA. Waiver sought from BOH setback and other requirements, to the extent applicable, to construct private irrigation well to serve the Project.
F. ARTICLE XXVIII – Demolition of Historically Significant Buildings, Structures or Sites			
All Sections	Demolition of Existing Structures	Demolition of, among other things, “structures or portions thereof constructed prior to January 1, 1940 town-wide or any building or portion thereof or structure of indeterminate age.”	Comprehensive Permit shall provide all local permits per MGL Ch. 40B, including to demolish any existing structure(s) on the property constructed prior to 1940.
II. BOH RULES AND REGULATIONS GOVERNING THE SUBSURFACE DISPOSAL OF SEWAGE			
All Sections	Wastewater Treatment Facility	BOH Permit and local design standards, including leaching area, minimum multifamily design flow, construction in fill requirements, as well as sewage pump prohibition.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B. Project WWTP to be designed and permitted per Groundwater Discharge Permit from MassDEP. Allow for exemption from local design standards that vary from MassDEP requirements, including applicable loading rates, design flow and fill requirements, with the use of pumps.
III. RULES AND REGULATIONS GOVERNING THE SUBDIVISION OF LAND			
All Sections	Subdivision	MGL Ch. 41, Sections 81K-GG and Sudbury’s Rules and Regulations Governing the Subdivision of Land impose regulations regarding the subdivision of land.	Subdivision approval process requirements inapplicable. Comprehensive Permit shall provide all local permits per MGL Ch. 40B, including as necessary to create the Property as shown on Preliminary Site Plans as a subdivided lot, and the recognition of the subdivision roadway shown thereon as a “street” under the provisions of the Town of Sudbury Zoning Bylaw. Development of the remainder of the 526-528 Boston Post Road will require an additional subdivision pursuant to the terms of MGL Ch. 41, Sections 81K-GG and Sudbury’s Rules and Regulations Governing the Subdivision of Land.

October 21, 2015

BPR Development LLC
2310 Washington Street
Newton Lower Falls, MA 02462
Attn: Edward L. Marsteiner

Re: **526 & 528 Boston Post Road, Sudbury, Massachusetts,
Multifamily Rental Development (the “Property”)**

Dear Ed,

The purpose of this letter agreement (this “Agreement”) is to document the principal terms and conditions under which AvalonBay Communities, Inc. (“AVB”) will acquire the above referenced Property, and BPR Development LLC (“BPR”) will sell, or assign its right to acquire, the Property to AVB. It is our mutual expectation that immediately following the acceptance of this Agreement by BPR, both parties will negotiate definitive documentation regarding AVB’s acquisition of the Property.

1. **Purchase and Sale Agreement**: Pursuant to the terms of that certain Purchase and Sale Agreement, dated as of September 18, 2015, by and between Raytheon Company, a Delaware corporation, and BPR (the “PSA”), BPR has a right to acquire the entirety of 526 and 528 Boston Post Road in Sudbury, Massachusetts, consisting of approximately 49.5 acres (the “Overall Site”). BPR contemplates the redevelopment of the Overall Site for a mixed use project consisting of retail, multifamily rental, senior housing and age-restricted for-sale housing components, and potentially other uses (the “Overall Development”). Closing under the PSA is currently scheduled for December 21, 2015.
2. **Property**: AVB will be developing the multifamily rental component of the Overall Development on the Property, which will be subdivided from the Overall Site. The multifamily rental component will consist of an approximately 18-acre portion of the Overall Site substantially as shown on the Preliminary Lotting Concept Plan dated as of October 16, 2015, and attached to this Agreement as Exhibit A, with associated access, utility and other easement rights across the Overall Site. It is anticipated that the multifamily rental component will contain 250 units of multifamily residential housing (the “Project”) that will be entitled under M.G.L. Chapter 40B and its implementing regulations (collectively, “Chapter 40B”).
3. **Definitive Documentation**: For and in consideration of the mutual covenants contained herein and other valuable consideration this day paid, it is the intent of the parties that this Agreement shall constitute a binding agreement by which AVB has control of the Property

for purposes of Chapter 40B. For a period of 45 days after the date on which BPR executes this Agreement: (i) AVB may conduct its due diligence review of the Overall Site, the Property and the Project; and (ii) the parties shall negotiate more definitive documentation regarding the subdivision and entitlement of the Property, the terms under which AVB will acquire, or assume BPR's right to acquire, the Property and other terms relative to the Overall Development (the "Definitive Documentation"). AVB shall have the right in its sole and absolute discretion, either based upon its disapproval of any of the information it receives, or for any other reason whatsoever, or for no reason, to terminate this Agreement at any time prior to the expiration of such 45-day period. In the event the parties are unable to finalize the Definitive Documentation prior to the expiration of such 45-day period, either party, in its sole and absolute discretion, may thereafter terminate this Agreement by written notice to the other party without further recourse to the other party except as specified in this Paragraph 3. If this Agreement is terminated pursuant to this Paragraph 3 by AVB, AVB will provide to BPR, without representation or warranty as to accuracy, completeness or BPR's ability to rely upon the same, all final reports, studies and other materials prepared by third parties for AVB with respect to the Project, exclusive of any proprietary or confidential material. After a termination of this Agreement pursuant to this Paragraph 3, BPR shall have the right to pursue the Project independently or jointly with one or more parties without any involvement by, or obligation to AVB.

4. **Permitting**: From and after the date of this Agreement, the parties shall cooperate, each acting in good faith, in obtaining entitlements for the Project, including (to the extent consistent with BPR's rights under the PSA) filing applications and permitting documents with state and local officials, departments and agencies in connection with the Project, including, without limitation, filing for a so-called Project Eligibility Letter from a subsidizing agency pursuant to Chapter 40B, and filing for a Comprehensive Permit from the Sudbury Zoning Board of Appeals. AVB shall be responsible to file for the necessary Approvals (as defined below) and shall advance all costs necessary to file for the Approvals, however, the cost of pursuit of any Approvals which are necessary for both the Project and the other components of the Overall Development shall be shared by AVB and BPR in accordance with the terms of the Definitive Documentation.
5. **Purchase Price**: The Purchase Price for the Property shall be Twelve Million Six Hundred Thousand Dollars (\$12,600,000.00), based on an allocation to the Project of 60% of the sanitary sewer capacity available at the private wastewater treatment plant that is on the Overall Site and that will serve the Overall Development.
6. **Closing**: The Closing with respect to the Property shall be thirty (30) days after receipt of all necessary discretionary governmental permits and approvals for the Project on terms and conditions that are satisfactory to AVB with all appeal periods having expired and no appeals having been taken, or the same having been finally dismissed to AVB's satisfaction (collectively, the "Approvals"). Closing shall take place through escrow with a mutually acceptable title insurance company.

7. **Closing Costs and Adjustments**: All rents, taxes, assessments, water and sewer charges, and all other operating items, if any, shall be adjusted between AVB and BPR as of the Closing Date, or otherwise, pursuant to the terms of the Definitive Documentation.
8. **Brokerage**: Neither party shall be responsible for any brokerage fees related to this transaction, and shall indemnify each other in connection therewith.
9. **Exclusivity**: By signing this Agreement, BPR agrees not to market proactively or reactively, the Property to any other prospective buyers while this Agreement remains in effect.
10. **Confidentiality**: Except to the extent that information must be disclosed in connection with the parties' obtaining the Approvals, the information set forth herein is intended to be private and confidential between the persons or entities signing this Agreement and is not to be disclosed to third parties without the consent of each such persons or entities; provided however that it may be disclosed to legal counsel, banks, probate courts and other consultants to and contractors for said persons or entities for purposes incidental to this agreement or to the conduct of the business by said persons or entities. BPR acknowledges that: (a) AVB's common stock is publicly traded, (b) information concerning the proposed transaction may constitute material, non-public information concerning Buyer and its securities; and (c) any disclosure of information concerning the proposed transaction and/or any trading in AVB's securities by persons having knowledge of the proposed transaction prior to public disclosure of such information by buyer may violate federal and state securities laws and result in civil and criminal liability.
11. **Remedies**: Notwithstanding anything to the contrary contained herein, in no event shall either party be liable to other party (and each party hereby waives any claims against the other) for punitive, indirect or consequential damages arising out of, or relating to this Agreement, nor shall either party have the right to bring an action for specific performance of any obligation hereunder.
12. **Acceptance**: Immediately following the execution of this Agreement by both AVB and BPR, BPR will instruct its counsel to prepare and submit drafts of the Definitive Documentation for AVB's review consistent with the terms, conditions and provisions set forth herein.

October 21, 2015

If the terms and conditions set forth in this Agreement are acceptable to BPR, BPR shall so indicate by signing and returning one (1) of the enclosed copies of this Agreement to AVB, upon which this Agreement shall take effect as a sealed instrument under the laws of the Commonwealth of Massachusetts. If this Agreement is not executed by both AVB and BPR with one of the executed originals returned to AVB by October 31st, 2015, this Agreement may be withdrawn by AVB.

Very Truly Yours,

AvalonBay Communities, Inc.

By: 

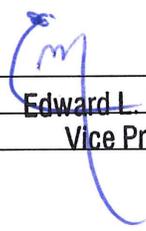
Name: SCOTT DALE

Title: S.K. V.P.

AGREED AND ACCEPTED

this 29th day of October, 2015:

BPR Development LLC

By: 

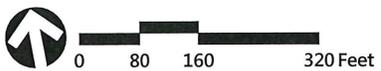
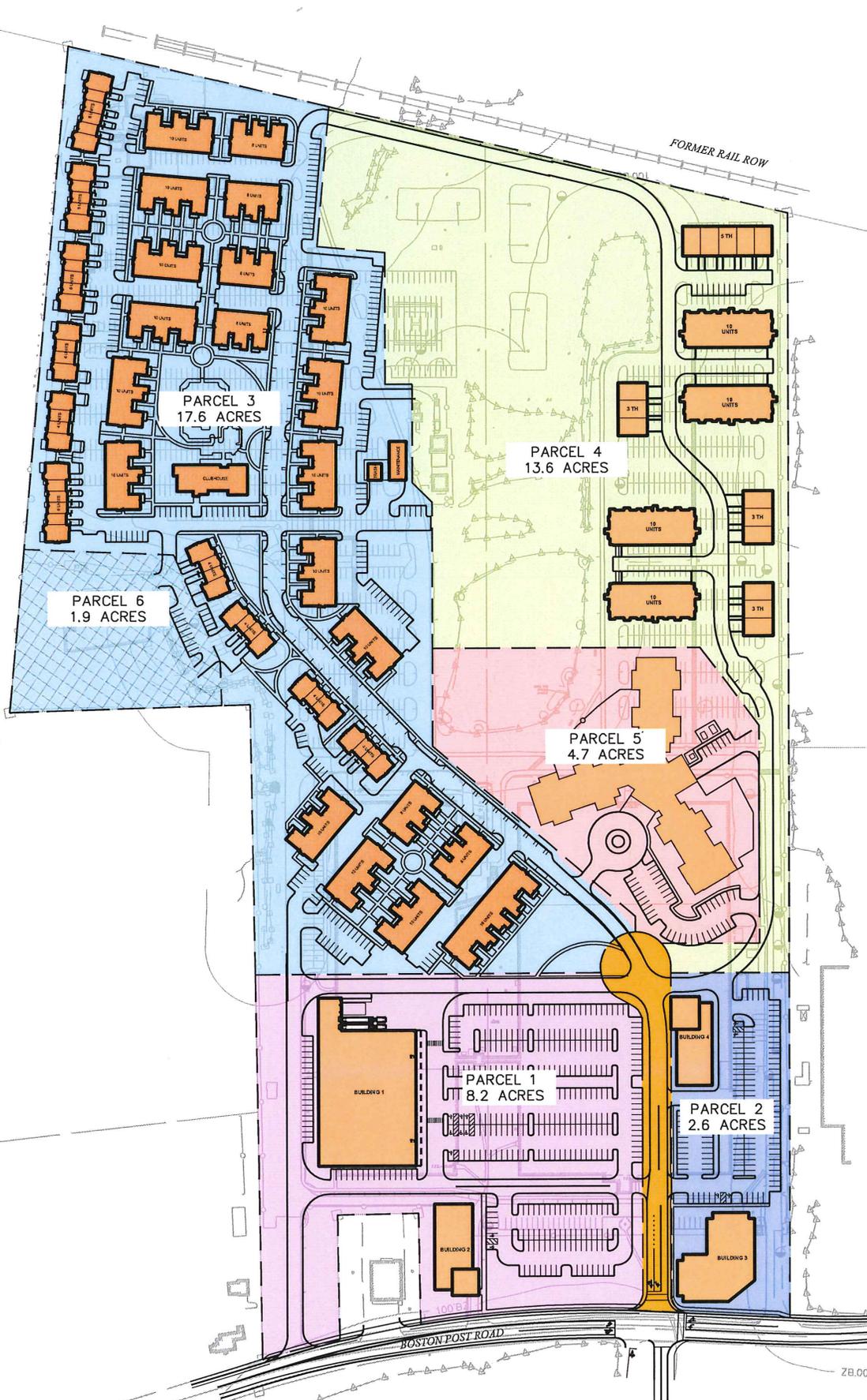
Name: Edward L. Marsteiner

Title: Vice President

Exhibit A

Preliminary Lotting Concept Plan

[see attached]



PURCHASE AND SALE AGREEMENT

1. **Definitions:**

Date: September 18, 2015

Seller: Raytheon Company, a Delaware corporation
870 Winter Street
Waltham, MA 02451
ATTENTION: Jerry A. Cellucci, Real Estate Department
Email: jerry_a_cellucci@raytheon.com

Buyer: BPR Development LLC, a Delaware limited liability
company
2310 Washington Street
Newton Lower Falls, MA 02462
ATTENTION: Edward L. Marsteiner
Email: emarsteiner@natdev.com

Broker: McCall & Almy
One Post Office Square
Boston, MA 02109
ATTENTION: Albert G. Tierney III

Effective Date: The Date of this Agreement as set forth above.

Escrow Agent: First American Title Insurance Company
800 Boylston Street
Boston, MA 02199
ATTENTION: Jo-Ann Allan, Esquire

Purchase Price: 

Initial Deposit: Five Hundred Thousand Dollars (\$500,000.00) to be paid
by Buyer and held and disbursed by Escrow Agent in
accordance with the terms of this Agreement.

Additional Deposit: Five Hundred Thousand Dollars (\$500,000.00) to be paid
by Buyer and held and disbursed by Escrow Agent in
accordance with the terms of this Agreement.

Deposit: Together, the Initial Deposit and the Additional Deposit.

Time of Closing: 10:00 A.M. on December 21, 2015 at the offices of First American Title Insurance Company, 800 Boylston Street, Boston, Massachusetts or by customary escrow arrangements reasonably satisfactory to Seller's and Buyer's counsel.

Premises: The land located on Boston Post Road in Sudbury, Middlesex County, Massachusetts, commonly known as and numbered 526 and 528 Boston Post Road, consisting of approximately 49.5 acres of land more particularly described in Exhibit A attached hereto (the "Land"), together with any rights, privileges and easements appurtenant thereto and the various buildings located on the Land (collectively, the "Buildings") shown on the plan attached hereto as Exhibit B (the "Site Plan") as (a) the Freedom Building consisting of the portions thereof shown on the Site Plan as Building #2 (hereinafter referred to as "Building #2"), Building #3 (hereinafter referred to as "Building #3"), and Building #4 (hereinafter referred to as "Building #4"), (b) the Liberty Building consisting of the portions thereof shown on the Site Plan as Building #1 (hereinafter referred to as "Building #1) and Building #5 (hereinafter referred to as "Building #5"), (c) the Beltran Building (hereinafter referred to as the "Beltran Building"), and (d) various buildings shown on the Site Plan collectively as the Test Site (hereinafter referred to as the "Test Site"), and all other structures, fixtures, and improvements owned by Seller and located on the Land, and including the machinery, equipment and personal property owned by Seller and located on the Land and used by Seller in connection with the operation of the Buildings systems on the Premises (including without limitation the wastewater treatment plant located on and serving the Premises), but excluding (i) all machinery, equipment and personal property used by Seller in the operation of its business on the Premises, and (ii) the items which Seller is either permitted or required to remove at the end of the term of the Leases (as defined in Paragraph 16, below), in accordance with the terms of the Leases. The Premises shall also include all right, title and interest of Seller in and to the following intangible property owned by Seller and used in connection with the operation, ownership, maintenance or occupancy of the Land and/or the Buildings: all plans and specifications for the Buildings and

related equipment which is included in the sale of the Buildings; warranties and guarantees provided to Seller to the extent they are assignable and related to the Buildings or to machinery or equipment which is included in the sale of the Buildings; and permits, licenses and governmental approvals related to the Land and/or Buildings to the extent they are assignable.

Title/Survey Contingency Period:

The period commencing upon the Date of this Agreement and ending at 5:00 P.M. on the date that is twenty-one (21) days after the Date of this Agreement.

Conditions to Closing:

In addition to any other conditions to the Closing (defined below) set forth in this Agreement, the Closing is conditioned upon the parties hereto executing at the Closing the Leases (defined below), in accordance with the terms and conditions set forth in Paragraph 16, below.

The Closing is further conditioned upon the parties hereto executing at the Closing (i) an Access Easement Agreement in the form attached hereto as Exhibit E (the "Access Easement Agreement"), and (ii) an Environmental Indemnity Agreement in the form attached hereto as Exhibit F (the "Environmental Indemnity Agreement"), in accordance with the terms and provisions of Paragraph 16, below.

Reports:

The reports provided by Seller to Buyer and all reports filed with the Massachusetts Department of Environmental Protection that pertain to Release Tracking Number ("RTN") 3-27243 and/or RTN 3-3037 and/or RTN 3-17106, to Seller's Actual Knowledge (as defined in Section 8(a), below) a complete list of which is attached as Exhibit K hereto.

Hazardous Substances:

All substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "petroleum," "oil," "pollutant," or "toxic pollutant" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Massachusetts Oil and Hazardous Material Release, Prevention and Response Act, M.G.L. c. 21E, all as amended, or any other federal, state or local acts, laws, statutes, ordinances, or bylaws, or any rules or regulations

adopted thereunder, or any judicial or administrative orders or directives relating to the protection of health, safety or the environment (collectively, "Environmental Laws"); provided, however, that for the purposes of this Agreement the term "Hazardous Substances" shall not include asbestos or asbestos-containing materials or PCBs in window caulking or other building materials.

2. Agreement to Buy and to Sell.

Seller agrees to sell and Buyer agrees to buy the Premises on the terms and conditions set forth in this Agreement.

3. No Representations or Warranties by Seller.

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PREMISES ON AN "AS IS WITH ALL FAULTS" BASIS, AND THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN ANY DOCUMENTS EXECUTED BY SELLER AT CLOSING, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS OR BROKERS (COLLECTIVELY, "SELLER'S RELATED PARTIES") AS TO ANY MATTERS CONCERNING THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION CONTAINED IN ANY REPORT, PLAN, SPECIFICATION, STUDY, ANALYSIS, DOCUMENT, OR OTHER WRITTEN MATERIAL GIVEN BY OR ON BEHALF OF SELLER TO BUYER WITH RESPECT TO THE PREMISES. IN ENTERING INTO THIS AGREEMENT AND PURCHASING THE PREMISES, BUYER HEREBY ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN ANY CLOSING DOCUMENTS EXECUTED BY SELLER, SELLER AND SELLER'S RELATED PARTIES HAVE NOT MADE, DO NOT HEREBY MAKE, AND WILL NOT HEREAFTER BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR THE PHYSICAL CONDITION THEREOF OR THE SUITABILITY THEREOF FOR ANY PARTICULAR PURPOSE.

Without in any way limiting the generality of the immediately preceding paragraph, Buyer hereby acknowledges that it has received the Reports; that the Reports have been provided to Buyer for informational purposes only; that Seller has no obligation whatsoever pursuant to this Agreement to update or supplement the Reports nor to incur any expense in connection therewith, nor to obtain any agreement by the parties who prepared the Reports to permit Buyer to rely on the Reports; and that Seller does not represent, warrant or guarantee the contents, conclusions or opinions contained in the Reports.

4. Buyer's Independent Investigation.

Except as set forth in the following sentence, prior to the execution of this Agreement, Buyer has completed its due diligence investigation of the Premises, including the review of the physical operating condition of the Buildings and all related systems, the zoning and environmental condition of the Premises, as well as any permits and approvals related to the Premises, and has conducted or caused to be conducted such inspections, investigations and studies of the Premises, and such review of plans, specifications, permits, approvals and other documents, as Buyer deemed necessary or desirable, and Buyer is satisfied with the results of such due diligence. Notwithstanding the foregoing, Buyer has not completed its due diligence with respect to title and survey matters and therefore may require access to the Premises for the performance of Title/Survey Investigation Work (as defined below), which access shall be in accordance with and subject to the terms and provisions of this Paragraph 4. In addition, in anticipation of the Closing, Buyer desires to perform additional Pre-development Investigation Work (as defined below) which requires access to the Premises in accordance with and subject to the terms of this Paragraph 4, which activities Seller has consented to in reliance upon the fact that Buyer has completed its due diligence (other than due diligence with respect to title and survey matters as set forth above), including without limitation its due diligence with respect to Buyer's proposed development and use of the Premises, and the fact that Buyer is satisfied with the results of such due diligence, and in no event shall Buyer's obligations under this Agreement be conditioned upon Buyer obtaining satisfactory results from any such Pre-development Investigation Work, nor shall any adverse results with respect thereto entitle Buyer to terminate this Agreement or otherwise affect the rights and obligations of the parties under this Agreement.

Subject to the provisions of this Agreement, during the Title/Survey Contingency Period, Buyer shall have the right, at Buyer's sole cost and expense, to analyze all matters related to the title to the Premises and related survey matters, including the performance of survey work at the Premises, as Buyer deems necessary or desirable ("Title/Survey Investigation Work"). In addition, during the period prior to the Time of Closing, but not as a contingency to Buyer's obligation to close, Buyer shall have the right, at Buyer's sole cost and expense, to further analyze all matters related to the Premises, including further review of the physical operating condition of the Buildings and all related systems, the zoning and, except as set forth below, environmental condition of the Premises, as well as any permits and approvals related to the Premises, and to conduct or cause to be conducted such further inspections, investigations and studies of the Premises, and such review of plans, specifications, permits, approvals and other documents, as Buyer deems necessary or desirable (collectively, "Pre-development Investigation Work"). For the avoidance of doubt, and notwithstanding anything to the contrary set forth in the first sentence of this paragraph, Buyer shall have the right, after the expiration of the Title/Survey Contingency Period and until the Time of Closing, at Buyer's sole cost and expense, to continue to analyze all matters related to the title to the Premises and related survey matters, including the performance of survey work at the Premises, as Buyer deems necessary or desirable, provided that all such work performed after the expiration

of the Title/Survey Contingency Period shall be deemed to be Pre-development Investigation Work for the purposes of this Paragraph 4. Notwithstanding the foregoing, (i) in no event shall the Pre-development Investigation Work include any invasive environmental analysis or testing at the Premises, including without limitation any such environmental analysis or testing of the soil, air or groundwater at the Premises, and (ii) prior to the performance of any other invasive analysis or testing at the Premises, Buyer shall first obtain the prior written approval of Seller (which may be requested and given by e-mail) as to the identity of the company or persons who shall perform such analysis or testing and as to the proposed scope of such analysis and testing, which approval shall not be unreasonably withheld. Seller's approval shall, in all events, be granted or denied within three (3) business days after receipt by Seller of a request for approval from Buyer, and, in the event that Seller has not granted or denied its approval within such three (3) business day period, Seller's approval shall be deemed to have been granted. All such parties performing Title/Survey Investigation Work or Pre-development Investigation Work shall provide to Seller, prior to the commencement of any activities on or relating to the Premises, certificates of insurance evidencing reasonably satisfactory errors and omissions insurance coverage and Commercial General Liability Insurance on an "occurrence" basis, covering such party's activities, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, each naming Seller as an additional insured.

All Title/Survey Investigation Work and Pre-development Investigation Work which is permitted under this Agreement shall be done at reasonable times, in reasonable frequency, and after twenty-four hours' prior notice (which may be verbal) to Russ Hughes (telephone: 508-490-2936 (office) and 978-479-0084 (mobile)). Buyer acknowledges that Seller requires security to be maintained in the Premises to protect Seller's business operations, and that such security may condition Buyer's access to the Premises in accordance with Seller's and applicable governmental security regulations. Seller may impose reasonable restrictions on such Title/Survey Investigation Work and Pre-development Investigation Work as necessary to minimize disruptions of Seller's activities at the Premises and as necessary to comply with governmental security requirements.

Buyer, its partners, managers, members, officers, directors, agents, employees, contractors, consultants, attorneys and other representatives (collectively, "Buyer's Related Parties"), may enter upon the Premises only with Seller's personnel present (unless Seller waives such requirement), and shall take all reasonable precautions to minimize the impact on the Premises of any such Title/Survey Investigation Work and Pre-development Investigation Work. In the event any samples are collected by Buyer, split samples shall be collected at Seller's request and expense so that duplicate samples are available to both Buyer and Seller for their independent analysis and testing. If Seller requires accompaniment of Buyer and Buyer Related Parties, Seller shall make Seller's personnel available to accompany Buyer during any Title/Survey Investigation Work and Pre-development Investigation Work, provided that Buyer provides Seller at least 24 hours' prior notice of such Title/Survey Investigation Work or Pre-development Investigation Work as set forth above. Unless otherwise agreed upon by the parties,

Buyer shall, promptly after any entry, restore the Premises, at Buyer's sole cost, to substantially the condition which existed immediately prior thereto, including, but not limited to, repairing structures, paving and landscaping, if applicable.

Buyer further assumes all risks associated with Title/Survey Investigation Work and Pre-development Investigation Work and agrees to protect, defend, indemnify and hold harmless Seller and Seller's Related Parties of, from and against any and all costs, losses, claims, demands, damages, liabilities, expenses and other obligations (including, without limitation, reasonable attorneys' fees and court costs) arising from, out of, or in connection with, or otherwise relating to, the entry by, and any such activities of, Buyer or any one or more of Buyer's Related Parties in or upon the Premises ("Investigation Losses"); provided, however, that the foregoing shall not apply to Investigation Losses arising from (1) the negligence or willful misconduct of Seller or Seller's Related Parties, (2) any claims of diminution in the value of the Premises as a consequence of the results revealed by such Title/Survey Investigation Work and Pre-development Investigation Work or (3) the discovery of any pre-existing condition of the Buildings or the Land. Notwithstanding anything to the contrary in this Agreement, in no event shall Buyer or Buyer's Related Parties be liable to Seller for consequential, special or punitive damages, unless Buyer's or Buyer's Related Parties activities on the Premises exacerbated such pre-existing condition. All cuttings, samples or wastes generated as part of Buyer's inspections shall be lawfully disposed of off-site by Buyer or Buyer's Related Parties at Buyer's sole cost and expense. The foregoing restoration, disposal, and indemnity obligations of Buyer contained in this Paragraph 4 shall survive the Closing or sooner termination of this Agreement.

In addition to Title/Survey Investigation Work and Pre-development Investigation Work, Buyer shall have the right prior to the Time of Closing to (i) contact and consult with governmental officials with respect to Buyer's proposed development and use of the Land and to review the permitting requirements applicable to such proposed development and use, and (ii) subject to Seller's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, to file applications and permitting documents ("Buyer Permit Applications") with state and local officials, departments and agencies in connection with such proposed development and use, provided that all such Buyer Permit Applications shall be expressly conditioned upon Buyer acquiring the Premises in accordance with the terms of this Agreement. Seller agrees to cooperate with Buyer in connection with any such communications with governmental officials, as well as the Buyer Permit Applications, provided that Seller shall have no obligation to incur any material costs or expenses in connection therewith. Buyer acknowledges that Seller has consented to the activities set forth above in this paragraph in reliance upon the fact that Buyer has completed its due diligence (other than due diligence with respect to title and survey matters as set forth above), including without limitation its due diligence with respect to Buyer's proposed development and use of the Premises and permitting matters related thereto, and the fact that Buyer is satisfied with the results of such due diligence, and in no event shall Buyer's obligations under this Agreement be conditioned upon Buyer obtaining satisfactory results from any communications with governmental officials or from the submission of any Buyer Permit Applications as set forth above, nor

shall any adverse results with respect thereto entitle Buyer to terminate this Agreement or otherwise affect the rights and obligations of the parties under this Agreement. As set forth in Paragraph 20, below, there is no permitting contingency under this Agreement.

Prior to the Time of Closing, Buyer shall give Seller at least two (2) days prior notice (which may be verbal or by email) to Gregory G. Ferrick (telephone: 978-265-1637; email: Gregory_G_Ferrick@raytheon.com) of any public meetings and public hearings with government officials. Seller shall have the right to attend any such public meetings or public hearings with government officials, provided that Seller's attendance shall not be required and if Seller elects not to attend any such meeting or hearing, Buyer may nevertheless proceed with such meeting or hearing.

5. Title.

Seller shall convey good and clear record and marketable title to the Premises, free from all encumbrances except:

- (a) Provisions of state and local building, zoning, environmental, and other laws, rules, regulations, ordinances or bylaws as may affect the use, maintenance or ownership of the Premises;
- (b) Any liens for municipal betterments assessed after the Time of Closing;
- (c) Such real estate taxes for the current fiscal tax year as are not due and payable at the Time of Closing; and
- (d) The Permitted Exceptions.

Buyer may obtain during the Title/Survey Contingency Period a commitment for an owner's and/or a lender's policy of title insurance covering the Premises (the "Title Commitment") and a survey of the Premises (the "Survey"). Buyer shall give written notice (a "Title Defect Notice") to Seller on or before the expiration of the Title/Survey Contingency Period if the Title Commitment or the Survey discloses any title or survey matters which are unacceptable to Buyer (collectively, "Title Defects"). Any matter of record title appearing on the Title Commitment, any matter appearing on the Survey, or any other matter of record title or survey matter in existence as of the Date of this Agreement (regardless of whether appearing on the Title Commitment or the Survey and whether or not Buyer elects to obtain a Title Commitment or Survey) which is not included within the Title Defect Notice shall be conclusively deemed waived by Buyer and shall constitute a "Permitted Exception." Within three (3) business days after receipt of the Title Defect Notice, Seller shall send a notice to Buyer ("Seller's Title Response") identifying those Title Defects which Seller agrees to use reasonable efforts to cure as hereinafter set forth. In the event that, pursuant to Seller's Title Response, Seller does not agree to use reasonable efforts to cure all of the Title Defects identified in the Title Defect Notice, then Buyer may terminate this Agreement by sending notice to Seller within two (2) business days of receipt of Seller's Title Response, in which event the Deposit, with

all interest accrued thereon, shall immediately be refunded to Buyer and this Agreement then shall be void without recourse to the parties hereto, except for the provisions of this Agreement which expressly survive such termination. If this Agreement is not terminated pursuant to the prior sentence, (i) Seller shall use reasonable efforts to cure any Title Defect to which Seller has agreed to use reasonable efforts to cure as set forth in Seller's Title Response, and (ii) any Title Defect identified in the Title Defect Notice which Seller has not agreed to use reasonable efforts to cure pursuant to Seller's Title Response shall be conclusively deemed waived by Buyer and shall constitute a "Permitted Exception". In addition, Seller shall use reasonable efforts to cure any Title Defect which first arises or encumbers the Premises after the date of the Title Defect Notice (or, if no Title Defect Notice is given, after the Date of this Agreement). In no event shall Seller be required to expend more than an aggregate amount of \$50,000.00 to remove Title Defects, except in connection with the payment of any mortgages granted or assumed by Seller, any mechanic's or materialmen's lien, any lien for unpaid taxes, assessments, utility, water or other governmental charges, and any other lien or encumbrance granted, assumed or suffered by Seller and securing the repayment of money or other claims.

6. Purchase Price.

(a) Payment.

The Purchase Price shall be paid as follows:

- (i) The Initial Deposit shall be delivered to the Escrow Agent's account by Federal wire transfer on or before 5:00 P.M. on the day which is two (2) business days after the Effective Date (and a completed I.R.S. Form W-9 or its equivalent has been provided by Buyer to Escrow Agent simultaneously with Buyer's execution of this Agreement);
- (ii) The Additional Deposit shall be delivered to the Escrow Agent's account by Federal wire on or before 5:00 P.M. on the day which is two (2) business days after the expiration of the Title/Survey Contingency Period, unless this Agreement terminates prior to such date; and
- (iii) The balance of the Purchase Price, subject to prorations and credits described herein, shall be paid at the Time of Closing by Federal wire transfer to an account designated by Seller.

(b) Deposit.

Seller shall have the right to terminate this Agreement if Buyer fails to timely pay the Initial Deposit in strict compliance with the terms set forth above. Buyer's failure to timely pay the Additional Deposit in strict compliance with the terms set forth above shall be deemed a default by Buyer under this Agreement, and, in

such event, Seller shall have the right to terminate this Agreement and to retain the Initial Deposit as liquidated damages resulting from Buyer's default.

The Deposit shall be held in escrow by Escrow Agent in an interest-earning FDIC-insured account or accounts (subject, however, to the monetary limits of such insurance), subject to the terms of this Agreement, and shall be accounted for at the Time of Closing or the earlier termination of this Agreement. Upon the closing of the transaction as contemplated herein, the Deposit and all interest earned thereon shall be delivered to Seller and credited against the Purchase Price. If Escrow Agent receives a notice (a "Deposit Notice") from either party, alone, stating that such party is entitled to the Deposit in accordance with the provisions of this Agreement, then except as set forth below, Escrow Agent shall send a copy of such Deposit Notice to the other party in accordance with the terms of Paragraph 18(e), below. If Escrow Agent does not receive a notice (a "Dispute Notice") from such other party, within five (5) days after delivery of the copy of the Deposit Notice by Escrow Agent to such other party, disputing the right of the party giving the Deposit Notice to receive the Deposit, Escrow Agent shall disburse the Deposit in accordance with the Deposit Notice. If Escrow Agent receives a Dispute Notice, Escrow Agent shall hold the Deposit or may deposit the Deposit with the Court (hereinafter defined) in accordance with the following provisions of this Paragraph 6.

(c) Escrow Agent.

Seller and Buyer agree:

- (i) Escrow Agent, acting as the escrow agent under this Agreement, shall establish accounts and disburse the Deposit together with all interest earned thereon (collectively, the "Escrow Funds") in accordance with this Agreement.
- (ii) Nothing herein contained shall be deemed to impose any duty upon Escrow Agent to exercise discretion. Except as set forth above, Buyer and Seller intend that Escrow Agent shall not be obligated to act except upon written instructions or directions signed by both Buyer and Seller. Escrow Agent shall be fully protected for any act or failure to act undertaken in good faith and shall suffer no liability for any act or failure to act taken on advice of its counsel. Escrow Agent may act and shall not incur any liability whatsoever for acting upon any notice, direction or other document purporting and believed by Escrow Agent to be genuine and signed and presented by the proper person or persons.
- (iii) Escrow Agent shall be bound only by modifications of this Agreement that are in writing and signed by Escrow Agent. Escrow Agent shall not be bound by any agreement between Buyer

and Seller whether it has knowledge of the existence of such agreement or not.

- (iv) In the event of dispute concerning the Escrow Funds, Escrow Agent shall not release the Escrow Funds except by instructions mutually given by both parties in writing or a court order from the Middlesex County (Massachusetts) Superior Court (the "Court"), and, thereupon, Escrow Agent shall cease to have any obligations with respect to the Escrow Funds.
- (v) Escrow Agent shall not be required to determine the amount or validity of any claim made by Buyer or Seller against the other, Escrow Agent's sole responsibility being to deliver the Escrow Funds to Seller or Buyer or to release the Escrow Funds pursuant to an order from the Court.
- (vi) Buyer and Seller agree to jointly and severally indemnify and hold Escrow Agent harmless from and against all liability, loss, cost, damage or expense, including attorneys' fees and disbursements, in connection with any action, suit or other proceeding involving any claim which in any way relates to or arises out of this Agreement or the services of Escrow Agent hereunder, except such as result from the bad faith, willful default or gross negligence of Escrow Agent.

7. Closing.

The Deed shall be delivered to Buyer, and the other documents and instruments shall be delivered by Seller and Buyer, as applicable, in accordance with Paragraphs 10 and 11, below, at the Time of Closing. The delivery of the Deed and other documents and instruments and payment of the Purchase Price (collectively, the "Closing") shall be accomplished through depositing the same with First American Title Insurance Company, as escrow agent, at or before the Time of Closing, pursuant to customary escrow arrangements reasonably satisfactory to Buyer's and Seller's counsel.

8. Representations and Warranties.

(a) Seller's Representations and Warranties.

Seller represents and warrants to Buyer as follows:

- (i) Seller is a corporation, duly organized and in good standing under the laws of the State of Delaware and is qualified to do business in the Commonwealth of Massachusetts, and Seller has the full corporate right, power and authority to enter into, execute, and deliver this Agreement and to perform all duties and obligations of Seller under this Agreement;

- (ii) Seller has obtained all necessary corporate authorizations required in connection with the execution, delivery and performance of this Agreement by Seller;
- (iii) This Agreement has been duly and validly executed and delivered by Seller, and is enforceable against Seller in accordance with its terms, subject to general equitable principles and applicable provisions of law related to bankruptcy, insolvency and creditors' rights generally;
- (iv) There is no pending, and Seller has received no written notice of any threatened, condemnation of all or any portion of the Premises;
- (v) There are no leases or occupancy agreements currently in effect with respect to the Premises;
- (vi) There are no pending or, to Seller's Actual Knowledge, threatened, written demands, notices, actions or proceedings before any court or administrative agency which will materially adversely affect the ability of Seller to perform Seller's obligations under this Agreement;
- (vii) There are no legal actions, claims, or suits pending or, to Seller's Actual Knowledge, threatened, against the Premises;
- (viii) There is no proceeding pending or presently being prosecuted for the reduction of the assessed valuation or taxes or other impositions payable in respect of any portion of the Premises;
- (ix) The execution by Seller of this Agreement and the consummation by Seller of the transactions contemplated by the parties hereby will not result in a breach of any of the terms or provisions of, or constitute a default under, or a condition which upon notice or lapse of time or both would ripen into a default under, the organizational documents of Seller or any indenture, agreement, instrument or obligation to which Seller is a party or by which the Premises is bound;
- (x) Seller is not a "foreign person" as such term is defined under Section 1445(f)(3) of the Internal Revenue Code, as amended;
- (xi) There are no service, management, maintenance or any other contracts or commitments to third parties affecting the Premises that survive the Time of Closing other than contracts or commitments (a) which affect the portions of the Premises to be leased by Seller after the Time of Closing, (b) which Seller shall remain solely responsible for during the term of such contracts, and (c) which Seller shall be obligated to terminate upon the expiration of the Leases;

- (xii) No one other than Buyer has an option or right of refusal to purchase the Premises or any part thereof;
- (xiii) Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition of Seller's creditors, (c) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (e) admitted in writing its inability to pay its debts as they come due or (f) made an offer of settlement, extension or composition to its creditors generally;
- (xiv) Seller is not, and will not be, a person with whom Buyer is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List;
- (xv) To Seller's Actual Knowledge, Seller has received no written notice requiring the correction of any condition with respect to the Premises, or any part thereof, by reason of any alleged violation of any applicable federal, state, county or municipal law, code, rule or regulation, or stating that any investigation has been commenced or is contemplated regarding any of the same which has not been cured to date; and
- (xvi) To Seller's Actual Knowledge, except as set forth in the Reports, Seller has not received any written notice of: (1) the presence of any Hazardous Substances at the Premises in violation of any Environmental Law or that require any remediation or investigation; or (2) the presence of any underground storage tanks on any portion of the Premises.

As used herein, the term "Seller's Actual Knowledge" shall mean only the current and actual knowledge (and not the constructive, imputed or implied knowledge), without having made an independent review of files or other inquiry, of the following employees of Seller: Russ Hughes, Gregory G. Ferrick, and Louis J. Burkhardt.

(b) Buyer's Representations and Warranties.

Buyer represents and warrants to Seller as follows:

- (i) Buyer is a limited liability company, duly organized and in good standing under the laws of the State of Delaware and is qualified to do business in the Commonwealth of Massachusetts, and Buyer has the full right, power and authority to enter into, execute, and deliver this Agreement and to perform all duties and obligations of Buyer under this Agreement;
- (ii) Buyer has obtained all necessary authorizations required in connection with the execution, delivery and performance of this Agreement by Buyer;
- (iii) This Agreement has been duly and validly executed and delivered by Buyer, and is enforceable against Buyer in accordance with its terms, subject to general equitable principles and applicable provisions of law related to bankruptcy, insolvency and creditors' rights generally;
- (iv) The execution by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated by the parties hereby will not result in a breach of any of the terms or provisions of, or constitute a default under, or a condition which upon notice or lapse of time or both would ripen into a default under, any indenture, agreement, instrument or obligation to which Buyer is a party; and
- (v) Buyer is not, and will not be, a person with whom Seller is restricted from doing business under the Anti-Terrorism Laws, including persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

(c) Representations True at the Time of Closing.

All of the representations and warranties of Seller and Buyer contained in this Paragraph 8 are true and accurate as of the Date of this Agreement and shall be true and accurate as of the Time of Closing, and all of the foregoing representations and warranties shall survive for a period of six (6) months following delivery of the Deed (defined below) by Seller.

9. Seller's Obligations Prior to Closing.

Seller agrees that, until the Time of Closing, Seller shall:

- (a) maintain in full force and effect the insurance policies relating to the Premises in effect on the Date of this Agreement;
- (b) not grant any encumbrance on the Premises;
- (c) not enter into any lease of any portion of the Premises without the prior written consent of Buyer, which consent may be withheld in Buyer's sole and absolute discretion;

- (d) not enter into any service contract relating to the Premises that is not terminable by Seller when Seller vacates the portion of the Premises to which such contract relates;
- (e) continue to operate the Premises in a commercially reasonable manner and to maintain the Buildings as currently maintained (subject to Paragraphs 12(a) and 12(b), below);
- (f) allow Buyer, its agents, employees, contractors, consultants and other representatives, reasonable access to the Premises for the conduct of Title/Survey Investigation Work and Pre-development Investigation Work in accordance with the provisions of Paragraph 4, above;
- (g) promptly notify Buyer of the receipt by Seller of, and deliver to Buyer a copy of, any written order or decree from any federal, state or local government, agency, authority, board, commission, department or instrumentality relating to the compliance of the Premises with any applicable law, code, ordinance, rule or regulation.

10. Seller's Closing Obligations.

At the Closing, Seller shall deliver to Buyer:

- (a) a quitclaim deed to Buyer, or to a nominee designated by Buyer not later than seven (7) business days prior to the Time of Closing, conveying title to the Premises in accordance with the terms hereof in the form of Exhibit M (the "Deed");
- (b) a Bill of Sale and Assignment of Licenses, Permits, Approvals, Warranties, Guaranties, and Plans and Specifications in the form of Exhibit G (the "Bill of Sale");
- (c) an affidavit and indemnity regarding parties in possession and mechanics' liens addressed to Buyer's title insurance company in the form of Exhibit H;
- (d) an affidavit of non-foreign status in the form of Exhibit I;
- (e) such evidence of legal existence and good standing of Seller, and authority and incumbency of those persons executing the closing documents on behalf of Seller, as may be reasonably required by Buyer's title insurance company to issue a policy of title insurance to Buyer;
- (f) the Leases, as defined in, and in the form agreed upon pursuant to, Paragraph 16, below;

- (g) a Representation Update Certificate in the form attached hereto as Exhibit L;
- (h) the Access Easement Agreement;
- (i) the Environmental Indemnity Agreement;
- (j) a closing statement in form mutually agreed upon by Seller and Buyer and reflecting the apportionments referred to in Paragraph 13, below (the "Closing Statement"); and
- (k) such other documents as are consistent with the terms of this Agreement and reasonably required to close the transaction contemplated hereby.

11. Buyer's Closing Obligations.

At the Closing, Buyer shall deliver to Seller:

- (a) the balance of the Purchase Price in accordance with Paragraph 6, above;
- (b) the Bill of Sale;
- (c) such evidence of legal existence and good standing of Buyer, and authority and incumbency of those persons executing the closing documents on behalf of Buyer, as may be reasonably required by Seller's counsel;
- (d) the Leases;
- (e) a Representation Update Certificate in the form attached hereto as Exhibit L;
- (f) the Access Easement Agreement;
- (g) the Environmental Indemnity Agreement;
- (h) the Closing Statement; and
- (i) such other documents as are consistent with the terms of this Agreement and reasonably required to close the transaction contemplated hereby.

12. Condition of Premises at Time of Closing.

Subject to Paragraphs 12(a), 12(b) and 12(d), below, at the Time of Closing, Seller shall deliver full possession of the Premises, free of all tenants and occupants except for Seller under the Leases, and in the same condition (including without limitation the environmental condition of the Premises) as at the Date of this Agreement, reasonable wear and tear excepted.

(a) Casualty.

If at any time prior to the Time of Closing there shall occur any material damage to or destruction of the Premises (as defined in subparagraph (c), below) by fire or other casualty ("Casualty"), then Buyer shall have the option to terminate this Agreement by giving written notice to Seller of its election to so terminate on or before the tenth (10th) day following written notification of the Casualty from Seller to Buyer, in which event the Deposit, together with all interest accrued thereon, shall be returned to Buyer, and this Agreement shall be null and void and without recourse to any party hereto. If Buyer does not elect to terminate this Agreement as set forth above, or if a Casualty occurs prior to the Time of Closing but does not cause material damage to or destruction of the Premises, Buyer and Seller shall close the transaction contemplated by this Agreement, and Seller shall pay over or assign to Buyer, upon the delivery of the Deed in accordance herewith, all casualty insurance proceeds (other than rent loss or business interruption proceeds attributable to the period prior to the Time of Closing, which shall be retained by Seller) recovered or recoverable in connection with the Casualty, less any amounts reasonably expended by Seller in connection with Seller's restoration or partial restoration of the Premises in the event that Seller elects, in Seller's sole discretion, to undertake any such restoration. Notwithstanding any other provision of this Agreement to the contrary, in the event of a Casualty, Seller shall have no obligation under this Agreement to restore all or any portion of the Premises.

(b) Condemnation.

If at any time prior to the Time of Closing there shall occur any material damage to or destruction of the Premises (as defined in subparagraph (c), below) as a result of the filing of any action or proceeding under which the Premises, or a portion thereof, is taken pursuant to any law, ordinance or regulation by condemnation or the right of eminent domain ("Condemnation"), then Buyer shall have the option to terminate this Agreement by giving written notice to Seller of its election to so terminate on or before the tenth (10th) day following written notification of the Condemnation from Seller to Buyer, in which event the Deposit, together with all interest accrued thereon, shall be returned to Buyer, and this Agreement shall be null and void and without recourse to any party hereto. If Buyer does not elect to terminate this Agreement as set forth above, or if a Condemnation occurs prior to the Time of Closing but does not cause material damage to or destruction of the Premises, Buyer and Seller shall close the transaction contemplated by this Agreement, such action or proceeding notwithstanding, and Seller shall pay over or assign to Buyer, upon the delivery of the Deed in accordance herewith, the proceeds of any awards recovered or recoverable in connection with the Condemnation, other than awards for Seller's personal property not included in the sale of the Premises, less any amounts reasonably expended by Seller in connection with Seller's restoration or partial restoration of the Premises in the event that Seller elects, in Seller's sole

discretion, to undertake any such restoration. Notwithstanding any other provision of this Agreement to the contrary, in the event of a Condemnation, Seller shall have no obligation under this Agreement to restore all or any portion of the Premises.

(c) Material Damage or Destruction.

For purposes of this Agreement, damage to or destruction of the Premises as a result of a Casualty or Condemnation will not be considered to be material unless (a) the cost to repair shall be more than \$1,000,000, (b) access to or egress from the Premises is materially impaired, (c) frontage is substantially reduced, (d) more than one (1) acre of land is subject to a Condemnation, or (e) such damage or destruction materially increases Buyer's demolition costs or otherwise creates material liability to which Buyer may be exposed (other than demolition costs which would otherwise have been incurred by Buyer in connection with its development of the Premises), materially and adversely affects the prospective development of the Premises, or involves a new release of environmental contamination which materially and adversely affects the prospective development and use of the Premises.

(d) Permitted Alterations.

Prior to the Closing, Seller may, from time to time, make interior alterations and improvements to the Buildings without the necessity of obtaining Buyer's consent; provided, however, that if Seller proposes to make any such alteration or improvement costing more than \$100,000 in any instance, or any exterior or structural alteration or improvement, (i) Seller shall provide Buyer advance written notice of the proposed alteration or improvement together with plans and/or specifications therefor, (ii) within five (5) business days of receipt of such notice and plans and/or specifications, Buyer shall give notice to Seller indicating whether Buyer has determined, in Buyer's reasonable judgment, that the proposed alteration or improvement will increase Buyer's demolition costs for the Building in question, and (iii) if Buyer has so notified Seller that the alteration or improvement will increase Buyer's demolition costs and Seller elects to proceed with such alteration or improvement, Seller shall, by performing such work, assume responsibility for the demolition of such alteration or improvement prior to the date on which Seller vacates such Building in accordance with the applicable Lease of that Building. This Section 12(d) shall survive the Closing.

13. Apportionments.

(a) Items Apportioned.

The following apportionments shall be made between the parties at the Closing as of the close of business on the date immediately preceding the Time of Closing:

- (i) real estate and personal property taxes, on the basis of the last fiscal year for which the same were assessed; and
- (ii) rent under the Leases shall be paid for the remainder of the month in which the Closing occurs.

(b) Estimated Apportionments.

If any item described in subparagraph (a) above has not been fully ascertained at the Time of Closing, then such item shall be estimated and adjusted at Closing on the basis of the most recent tax rate, assessment or other reasonable method available, and then adjusted retroactively as and when the same is ascertained. Any discrepancy resulting from such recomputation and any errors or omissions in computing apportionments at the Time of Closing shall be promptly corrected and paid. The provisions of this Paragraph 13(b) shall survive the Closing for a period of twelve (12) months.

(c) Use of Proceeds to Clear Title.

Any unpaid taxes or other liens and encumbrances which Seller is obligated to pay and discharge, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at the Closing, and such instruments necessary to discharge such liens and encumbrances of record shall be recorded contemporaneously with the recording of the Deed or within a reasonable time after Closing, in accordance with customary Massachusetts conveyancing practices.

(d) Expenses of Sale.

Buyer and Seller shall each pay the fees of its counsel and other consultants retained in connection with the purchase and sale of the Premises. Seller shall pay all transfer taxes (deed excise tax stamps) and such other closing costs as are customarily paid by a seller in Massachusetts. Buyer shall pay all recording fees, title insurance premiums, survey costs, and other closing costs as are customarily paid by a buyer in Massachusetts.

14. Default.

(a) Defective Title or Condition of Premises.

If Seller shall be unable to convey title or to deliver possession of the Premises as herein stipulated, or if at the Time of Closing the Premises do not conform with the provisions hereof, then Seller shall use reasonable efforts (as defined in and limited by Paragraph 5, above) to remove any Title Defects, or to deliver possession as herein provided, or to make the Premises conform to the provisions

hereof, in which case the Time of Closing shall be extended for a period equal to the lesser of (i) thirty (30) days from the original Time of Closing, or (ii) five (5) business days after Seller gives Buyer notice that Seller is able to convey title and to deliver possession of the Premises as herein stipulated and that the Premises conform with the provisions hereof.

If, at the end of such extension period, Seller is unable to make the Premises conform to the provisions hereof or remove any Title Defect, then Buyer may either (i) accept such title as Seller can deliver to the Premises in their then condition and to pay therefor the Purchase Price without deduction, in which case Seller shall convey such title, except that if the Premises shall have been damaged by fire or casualty insured against then Seller shall, unless Seller has previously restored the Premises to their former condition, pay over or assign to Buyer, at the Time of Closing, all amounts recovered and recoverable on account of such insurance, less any amounts reasonably expended by Seller for partial restoration; or (ii) terminate this Agreement by written notice to Seller, in which case, subject to the provisions of Paragraph 6(b), above, the Deposit, together with all interest accrued thereon, shall be returned to Buyer and this Agreement shall be null and void and without recourse to any party hereto.

(b) Seller's Default/Failure to Satisfy a Condition Precedent.

The parties acknowledge that if Seller fails to fulfill its obligations hereunder, Buyer may elect to either (i) terminate this Agreement, and thereupon, subject to the provisions of Paragraph 6(b), above, the Deposit, with all interest thereon, shall be promptly returned to Buyer, and, in the event of a willful breach of this Agreement by Seller, Buyer shall also have the right to be reimbursed by Seller upon demand for all of Buyer's actual and reasonable third party out-of-pocket expenses incurred in connection with this Agreement, such as financing costs, inspection fees, attorneys' fees, Buyer's due diligence, title and survey costs, and the like, but in no event shall Seller's obligation under this provision exceed \$150,000.00, and Seller and Buyer shall have no further obligations to one another, except to the extent that such obligations expressly survive the termination of this Agreement, or (ii) seek specific performance by Seller of Seller's obligations under this Agreement (including Seller's obligation to enter into the Leases, if applicable) and (i) and (ii) above shall be Buyer's sole and exclusive remedies for Seller's breach hereunder either at law or in equity; provided, however, that if, in a breach of this Agreement, Seller sells the Premises (or any portion thereof) to someone other than Buyer or otherwise takes actions that renders the remedy of specific performance impossible or impractical to obtain, Seller shall be liable for any actual costs incurred by Buyer as a result of such breach. In addition, if a condition to Buyer's obligation to proceed to Closing remains unsatisfied as of the Time of Closing (as may be expressly extended pursuant to the terms of this Agreement) then Buyer may elect to (i) waive the condition and proceed to Closing without deduction or offset of the Purchase Price, or (ii) terminate this Agreement, and thereupon, subject to the

provisions of Paragraph 6(b), above, the Deposit, with all interest thereon, shall be promptly returned to Buyer and Seller and Buyer shall have no further obligations to one another except to the extent that any obligations expressly survive the termination of this Agreement. Without limiting the foregoing, Buyer hereby expressly waives any right to obtain or have established on Buyer's behalf any lien or other encumbrance on or against the Premises arising out of or resulting from Seller's default under this Agreement, other than any such lien or encumbrance which is directly related to and required in connection with the exercise by Buyer of the remedy of specific performance as referred to above.

(c) Buyer's Default

The parties acknowledge that if Buyer defaults in the payment of the Purchase Price or in the execution and/or delivery of any of the documents to be executed and/or delivered by Buyer at the Closing (a "Buyer's Closing Default"), it would be impossible to compute exactly Seller's damages. Buyer and Seller have taken these facts into account in setting the amount of the Deposit and agree that the Deposit is the best estimate of such damages and such sum represents damages and not any penalty against Buyer. If a Buyer's Closing Default occurs, Seller, at its option, may (i) elect to waive such default and to complete the transaction contemplated by this Agreement, or (ii) elect to terminate this Agreement, and thereupon, subject to the provisions of Paragraph 6(b), above, the Deposit, and all interest thereon, shall be immediately paid to Seller as liquidated damages and this shall be Seller's sole and exclusive remedy for Buyer's Closing Default hereunder either at law or in equity. If Buyer shall fail to fulfill any of its other obligations hereunder (other than a Buyer's Closing Default), Seller shall not have the right to terminate this Agreement pursuant to this Paragraph 14(c) (except that Seller shall have the right to terminate this Agreement if Buyer fails to pay the Deposit as set forth in Paragraph 6(b), above, and, if applicable, Seller shall have the right to retain the Initial Deposit as set forth in said Paragraph 6(b)), but nothing herein shall limit the right of Seller to recover all amounts that Seller is entitled to under the indemnification provisions of this Agreement and any other actual damages that Seller incurs as a result of Buyer's failure, as well as the right to invoke injunctive or other equitable relief to enforce Buyer's performance of its obligations under this Agreement.

15. Brokerage Fees.

Seller and Buyer mutually represent and warrant that the Broker is the only broker with whom they have dealt in connection with this purchase and sale and that neither Seller nor Buyer is aware of any other broker who has claimed or may have the right to claim a commission in connection with this purchase and sale. The fee or commission due to the Broker shall be paid by Seller pursuant to a separate agreement between Seller and the Broker. Seller and Buyer shall indemnify and defend each other against liability, loss, cost, damage and expense, including attorneys' fees, arising out of the breach of any

representations or warranties in this Paragraph. This Paragraph 15 shall survive the Closing, or, if the Closing does not occur, the termination of this Agreement.

16. Conditions Precedent to Closing.

(a) Leases. As a condition to the Closing, and in accordance with the provisions of Paragraphs 10 and 11, above, Buyer and Seller shall each use good faith efforts to negotiate the terms of the Leases (as hereinafter defined) and shall execute and deliver at the Closing (a) a lease (the "Short-Term Lease") for the purpose of providing Seller with the continuing right to occupy after the Closing the portion of the Premises more particularly described in Exhibit C attached hereto as the "Short-Term Premises," and (b) a lease (the "Beltran Building Lease") (the Short-Term Lease and the Beltran Building Lease shall be collectively referred to herein as the "Leases") for the purpose of providing Seller with the continuing right to occupy after the Closing the portion of the Premises more particularly described in Exhibit C attached hereto as the "Beltran Premises," in each case on the terms and conditions set forth in Exhibit C and on other terms and conditions mutually agreed upon by Seller and Buyer. The failure of Seller to execute and deliver the Leases at the Closing shall constitute a default by Seller under this Agreement, in which event Buyer shall have the rights and remedies set forth in Paragraph 14, above. The failure of Buyer to execute and deliver the Leases shall constitute a default by Buyer under this Agreement, in which event Seller shall have the rights and remedies set forth in Paragraph 14, above. In the event that Seller and Buyer are unable to agree upon the final form of the Leases on or before that date which is twenty-one (21) days after the Date of this Agreement (the "Lease Negotiation Period"), then this Agreement shall terminate and be of no further force or effect and the Deposit with all accrued interest thereon shall be refunded to Buyer. Seller shall also enter into a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") with any mortgage lender of Buyer in the form attached to, or referred to in, the Leases, and shall act in good faith to modify the form to respond to reasonable and customary modifications requested by Buyer's mortgage lender provided that such lender is an institutional lender. As a condition to the Closing, Buyer agrees to deliver an SNDA executed by any mortgage lender of Buyer on such lender's standard form. Buyer agrees to work with Seller and any such lender in good faith to obtain reasonable and customary modifications to the form of SNDA attached to, or referred to in, the Leases or to the lender's standard form of SNDA for the purpose of producing an SNDA in form mutually satisfactory to both Seller and Buyer's mortgage lender, provided that Buyer's failure to obtain its lender's approval of any such changes or to obtain its lender's signature on the form of SNDA attached to, or referred to in, the Leases shall not constitute a default hereunder.

(b) Environmental Condition of Premises. Buyer hereby acknowledges that Seller is engaged in the ongoing monitoring of a portion of the Premises previously contaminated by Hazardous Substances and identified by RTN 3-27243 and/or RTN 3-3037 and/or RTN 3-17106, and that Seller desires to have access to the Premises for the continued performance of such monitoring and for other related activities. In connection therewith, and as a condition to Seller's and Buyer's obligation to close the transaction contemplated

by this Agreement, Buyer and Seller shall each execute and deliver at the Closing the following:

- (i) The Access Easement Agreement in the form attached to this Agreement as Exhibit E; and
- (ii) The Environmental Indemnity Agreement in the form attached to this Agreement as Exhibit F.

The Access Easement Agreement is to be recorded immediately following the Deed and prior to any mortgages or other financing or security documents which Buyer may grant or enter into with respect to the Premises. The failure of Seller to execute and deliver the Environmental Indemnity Agreement and the Access Easement Agreement at the Closing shall constitute a default by Seller under this Agreement. The failure of Buyer to execute and deliver the Environmental Indemnity Agreement and the Access Easement Agreement at the Closing shall constitute a default by Buyer under this Agreement and under the Environmental Indemnity Agreement. Buyer agrees to direct Buyer's title insurance company, or any other party recording the documents to be recorded in connection with the Closing, to record the Access Easement Agreement immediately following the Deed as set forth above. If, notwithstanding such direction to the title insurance company or such other party, the Access Easement Agreement is not recorded immediately following the Deed, Buyer shall, at Buyer's sole cost and expense and as a condition to the Environmental Indemnity Agreement taking effect, cause to be executed and recorded, within thirty (30) days of the Closing, all documents required to subordinate to the Access Easement Agreement any mortgages or other intervening documents recorded subsequent to the Deed but prior to the Access Easement Agreement. If applicable, the obligations of Buyer set forth in the preceding sentence shall survive the Closing, and, in the event that Buyer does not perform such obligations, the Environmental Indemnity Agreement shall, at Seller's election by notice given to Buyer, be void and of no further force and effect.

(c) General Conditions to Closing. In addition to any other conditions precedent set forth elsewhere in this Agreement, Buyer's obligations under this Agreement are expressly subject to the timely fulfillment of the following conditions set forth in this Section 16(c) on or before the Time of Closing. Each condition may be waived in whole or in part by written notice of such waiver from Buyer to Seller:

- (i) At the Time of Closing, the representations of Seller set forth in this Agreement shall be materially true, complete and accurate.
- (ii) At the Time of Closing, title to the Premises shall be conveyed to Buyer as required herein.
- (iii) At the Time of Closing, the Premises shall be in the condition that is required herein.

(iv) At the Time of Closing, Seller shall have completed the following work in accordance with and as defined in Exhibit C, which work is to be completed prior to the Closing as set forth in Exhibit C:

- (A) The WWTP Shut-Down Work;
- (B) The IT Termination Work; and
- (C) The Pole and IT Installation Work.

In addition to any other conditions precedent set forth elsewhere in this Agreement, Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the following conditions set forth in this Section 16(c) on or before the Time of Closing. Each condition may be waived in whole or in part by written notice of such waiver from Seller to Buyer:

(v) At the Time of Closing, the representations of Buyer set forth in this Agreement shall be materially true, complete and accurate.

(vi) Buyer shall pay Seller the Purchase Price (subject to the adjustments set forth in this Agreement) and all of the other covenants and agreements made by Buyer in this Agreement shall have been fully and timely performed.

(vii) At the Time of Closing, Buyer shall have completed the following work in accordance with and as defined in Exhibit C, which work is to be completed prior to the Closing as set forth in Exhibit C:

- (A) The Electric Meter Work.

17. No Assumption of Employee Claims.

Seller agrees that Buyer has no obligation to assume any obligations to (or regarding the employment of), any individuals previously or currently employed by Seller or its agents in the management, ownership or operation of the improvements. Buyer shall not assume, shall not take subject to and shall not be liable for, any liabilities or obligations of any kind or nature, whether absolute, contingent, accrued, known or unknown, (i) to former or current employees of Seller or its agents, including, without limitation, any liabilities or obligations of Seller or its agents in connection with any employee benefit plans or collective bargaining agreements, employment agreements or other similar arrangement, any liabilities or obligations with respect to employment arising under any federal, state or municipal statute or common law, or any liabilities or obligations in respect of retiree health benefits, or (ii) with respect to severance payments or other termination payments owing by Seller to any of Seller's former or current employees. The only transactions contemplated by this Agreement are the sale and purchase of the Premises. Seller is not selling a business. The parties intend that Buyer shall not be deemed to be a successor of Seller with respect to any of Seller's liabilities or obligations to third parties arising before the Time of Closing. The provisions of this Section 17 shall survive the Closing.

18. General.

(a) Joint and Several Liability.

If more than one party executes this Agreement as Buyer or as Seller, the terms Buyer and Seller shall mean all of them, and each of them shall be jointly and severally liable hereunder.

(b) Captions and Footnotes.

Captions and footnotes are used for convenience of reference only and are not to be construed as part of the terms of this Agreement.

(c) Severability.

The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

(d) Successors and Assigns; No Recording.

This Agreement is binding upon and shall inure to the benefit of the parties hereto and their heirs, successors, personal representatives, and assigns. No assignment of this Agreement by Buyer shall be effective unless and until notice of such assignment has been given to Seller. Notwithstanding any assignment of this Agreement by Buyer, Buyer shall continue to be primarily liable for all obligations of Buyer under this Agreement.

This Agreement shall not be recorded. If Buyer records a copy of this Agreement, Seller, at Seller's option, may declare Seller's obligations hereunder to be null and void and may deem Buyer to be in default of its obligations hereunder. The prohibition described in this subsection (d) shall not prohibit Buyer from filing any lien or encumbrance related to and required in connection with the exercise by Buyer of the remedy of specific performance.

(e) Notices.

All notices given hereunder shall be in writing and shall be deemed received at the earlier of (i) when delivered in hand, or (ii) three (3) business days after the same have been deposited in the United States mails, postage prepaid, certified or registered mail, return receipt requested, or (iii) the next business day after being sent by a nationally recognized overnight mail service which provides written receipt of delivery, or (iv) the date sent by electronic mail which automatically generates a transmission report that states the date and time of the transmission (with a copy sent in accordance with clause (i), (ii) or (iii) above), addressed in each case to Buyer, Seller, and Escrow Agent at their addresses appearing on the

first page hereof, or to such other address or addresses as the parties may from time to time specify by notice so given, with copies sent in a similar fashion as follows:

In the case of notice to Buyer, to:

Cara J. Nelson, Esq.
DLA Piper LLP
33 Arch Street, 26th Floor
Boston, MA 02110
Email: cara.nelson@dlapiper.com

In the case of notice to Seller, to:

Daniel J. Ossoff, Esq.
Rackemann, Sawyer & Brewster
160 Federal Street
Boston, MA 02110
Email: dossoff@rackemann.com

(f) Governing Law.

This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts.

(g) Changes in Writing.

This Agreement may not be changed, waived, or terminated except in a writing signed by Seller and Buyer.

(h) Press Releases/Non-Disclosure.

Prior to the Closing, Buyer shall not issue any public statement, announcement or press release regarding this Agreement or the transactions contemplated hereby or otherwise disclose the existence or contents of this Agreement, unless Seller has consented thereto and to the form and substance of any such public statement, announcement or press release. In addition, reference is hereby made to the Confidentiality and Non-Disclosure Agreement dated October 8, 2014 (the "Confidentiality Agreement"), entered into by Seller and Buyer's affiliate, ND Acquisitions LLC, a copy of which is attached hereto as Exhibit J, the terms of which are incorporated by reference herein and, subject to any contrary provisions herein, shall govern the use and disclosure of any information or materials provided by Seller to Buyer in connection with the transaction contemplated by this Agreement.

(i) No Personal Liability.

In no event shall any officer, director, shareholder, employee or agent of Seller or Buyer have any personal liability hereunder.

(j) Counterparts.

This Agreement may be executed in multiple counterparts or with multiple signature pages which, when assembled as a single document or, if not so assembled, when taken together shall be deemed to be fully effective and operative as an original document.

(k) Facsimile or Electronic Transmission.

This Agreement may be executed and delivered by facsimile transmission or electronic mail (.pdf), and an executed copy of this Agreement delivered by facsimile transmission or electronic mail shall be deemed to be an original counterpart for all purposes.

(l) Time of the Essence.

Time is of the essence in the performance of each of the parties' respective obligations under this Agreement.

(m) Integration.

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, proposals, offers, and understandings of the parties regarding the subject matter of this Agreement, whether written or oral, all of which are hereby merged into and are superseded by this Agreement.

(n) Merger.

The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of Seller herein contained or expressed, excepting only those provisions of this Agreement which expressly survive the delivery of the Deed and/or the Closing.

(o) No Third Party Beneficiary.

This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary.

(p) Construction.

The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and the documents to be executed at Closing and agree that 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, the documents to be delivered at Closing or any exhibits or amendments hereto or thereto.

19. No Financing Contingency.

Notwithstanding anything in this Agreement to the contrary, it is understood and agreed that this Agreement is not conditioned or contingent upon Buyer's ability to obtain financing for the acquisition of the Premises.

20. No Permitting Contingency.

Notwithstanding anything in this Agreement to the contrary, it is understood and agreed that this Agreement is not conditioned or contingent upon Buyer's ability to obtain permitting from the Town of Sudbury or any other federal, state or municipal authority having jurisdiction over the Premises for Buyer's intended use of, or improvements to, the Premises.

21. 1031 Like-Kind Exchange.

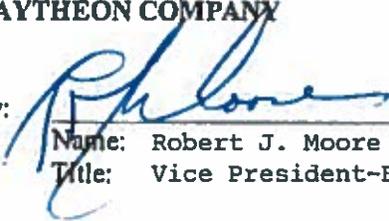
Seller shall have the right (and, if exercised, Buyer shall reasonably cooperate with Seller) to structure the sale of the Premises as a forward or reverse exchange thereof for other real property of a like-kind to be designated by Seller (including, if necessary, the use of an intermediary) with the result that the exchange shall qualify for non-recognition of gain under Section 1031 of the Internal Revenue Code of 1986, as amended, provided that: (i) any additional costs incurred by Buyer solely as a result of structuring the transaction as an exchange shall be borne by Seller; (ii) Seller shall indemnify and hold Buyer harmless from and against all liabilities, costs, damages, claims, or demands arising directly and solely from the cooperation of Buyer in effecting the exchange; (iii) such exchange shall not result in any delay in closing the transaction; and (iv) Seller shall not be permitted to use the Deposit in connection with such exchange prior to the consummation of the Closing.

[SIGNATURES APPEAR ON NEXT PAGE.]

EXECUTED UNDER SEAL as of the date first written above.

SELLER:

RAYTHEON COMPANY

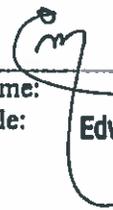
By: 

Name: Robert J. Moore

Title: Vice President-Business Services

BUYER:

BPR DEVELOPMENT LLC

By: 

Name:

Title: Edward L. Marsteiner
Vice President

Receipt of the Deposit and agreement to the provisions that apply to Escrow Agent under the terms of this Agreement are hereby acknowledged.

ESCROW AGENT:

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By: _____

Name:

Title:

LIST OF EXHIBITS

Purchase and Sale Agreement Between Raytheon Company, Seller, and BPR Development LLC, Buyer

- A Description of the Land
- B Site Plan
- C Terms of Leases
- D Plan Showing Parking Areas and Access Drives
- D-1 Plan Showing Relocated Handicap-Compliant Parking Spaces
- D-2 Plan Showing Electric Line Relocation Work
- D-3 Plan Showing Gas Line Relocation Work
- D-4 Plan Showing Water Line Relocation Work
- E Form of Access Easement Agreement
- F Form of Environmental Indemnity Agreement
- G Form of Bill of Sale and Assignment and Assumption of Licenses, Permits, Approvals, Warranties, Guaranties, and Plans and Specifications
- H Form of Parties in Possession and Mechanics Lien Affidavit
- I Form of Affidavit of Non-Foreign Status
- J Copy of Confidentiality Agreement
- K List of Reports
- L Form of Representation Update Certificate
- M Form of Deed

Exhibit A
to
**Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer
Description of the Land**

526 Boston Post Road, Sudbury, Massachusetts:

The land in Sudbury, Middlesex County, Massachusetts shown as Lot A on a plan entitled "Plan of Land in Sudbury, Massachusetts", dated November 27, 1967, revised through February 1, 1968, by Albert A. Miller and Wilbur C. Nylander, Civil Engineers and Surveyors, and recorded with the Middlesex South Registry of Deeds in Book 11462, Page 644.

For Seller's title see deed dated June 25, 1979 from John Hancock Mutual Life Insurance Company and recorded in the Middlesex South Registry of Deeds in Book 13723, Page 417.

528 Boston Post Road, Sudbury, Massachusetts

The land in Sudbury, Middlesex County, Massachusetts shown as Lot B on a plan entitled "Plan of Land in Sudbury, Massachusetts", dated November 27, 1967, revised through February 1, 1968, by Albert A. Miller and Wilbur C. Nylander, Civil Engineers and Surveyors, and recorded with the Middlesex South Registry of Deeds in Book 11462, Page 644.

For Seller's title see deed dated June 26, 2008 from David F. Bolger and recorded in the Middlesex South Registry of Deeds in Book 51383, Page 258.

Exhibit B
to
Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer
Site Plan

[SEE SITE PLAN ATTACHED AS EXHIBIT D]

Exhibit C
to
**Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer
Terms of Leases**

SHORT-TERM LEASE

The major terms of the "Short-Term Lease" to be finalized by Seller and Buyer during the Lease Negotiation Period (as defined in Paragraph 16 of the Purchase and Sale Agreement to which this Exhibit C is attached (the "PSA")) and which is to be executed by Seller and Buyer at the Closing (as defined in the PSA) are as follows (all capitalized terms used in this Exhibit C which are not defined herein shall be defined as in the PSA):

Leased Premises:

Building #1, Building #5 and the Test Site (collectively, the "Short-Term Premises").

Lease Term:

Commencing on the date on which the Closing occurs and expiring on December 31, 2016 (the "Short-Term Lease Term").

Rent:

The annual triple net rental rates shall be as follows ("Base Rent"):

Building #1, Building #5 and the Test Site - \$0 per square foot based on a total of 167,222 square feet in Building #1, a total of 141,721 square feet in Building #5 and a total of 12,450 square feet at the Test Site.

Additional Rent:

From and after the Closing, Seller shall pay its pro-rata share of real estate taxes ("Short-Term Lease Pro-Rata Real Estate Tax Share"). The Short-Term Lease Pro-Rata Real Estate Tax Share shall be defined as the percentage of the total square footage of building space comprising the Short-Term Premises divided by the total square footage of building space comprising the overall Premises with the overall Premises being comprised of a total of 561,333 square feet. In addition to the Short-Term Premises, the overall Premises includes Building #2 at 31,165 square feet, Building #3 at 68,812 square feet, Building #4 at 124,866 square feet and the Beltran Building at 15,097 square feet. Based on this calculation, the Short-Term Lease Pro-Rata Real Estate Tax Share is 57.3% (321,393 square feet / 561,333 square feet).

Buyer shall invoice Seller for such real estate taxes upon receipt of the quarterly real estate tax bills from the Town. Seller shall make payments of the amount due within 45 days of receipt of each invoice from Buyer.

The Short-Term Lease will address the metering and payment by each party of each party's respective consumption of utilities on the Premises during the Short-Term Lease Term. It is agreed that, except as set forth below, for the period of December 21, 2015 through December 31, 2016, Buyer's and Seller's utility consumption on the Premises shall be separately metered

from each other, and Buyer and Seller shall each pay its costs of consumption directly to the utility provider, as follows:

- (a) The existing gas service to the Short-Term Premises will remain in place during the Short-Term Lease Term. That gas service is already separately metered, and that separate metering will be preserved during the Short-Term Lease Term.
- (b) The existing electric service to the Short-Term Premises will remain in place during the Short-Term Lease Term. Buyer shall install, at Buyer's expense, prior to Closing a separate meter or check meter to allow electricity usage in Building #2, Building #3 and Building #4 to be separately measured and paid for by Buyer (the "Electric Meter Work").
- (c) The existing water service to the Short-Term Premises will be modified as set forth below prior to the commencement of demolition of Building #2, Building #3 and Building #4. Provided that water usage in Building #2, Building #3 and Building #4 is limited to incidental usage during demolition activities in those buildings, such water usage will not be required to be separately metered and Seller shall pay for the water usage in those buildings together with the usage in the Short-Term Premises. In the event that Buyer: (i) consumes more than a de minimis amount of water during its pre-demolition activities; or (ii) elects to cause Building #2, Building #3 and/or Building #4 to be occupied rather than demolished, prior to commencing such consumption in excess of de minimis amounts or preparing those buildings for occupancy Buyer shall, at Buyer's expense, install a check meter or separate meter to allow water usage in such buildings to be separately measured and paid for by Buyer.

Buyer will maintain a separate casualty and liability insurance policy or policies on the buildings that Seller continues to occupy, and in no event shall any such policy also insure buildings which Seller does not continue to occupy. During any period of Seller's occupancy of any building, Seller shall pay for Buyer's cost to insure such building with liability and casualty coverage.

It is anticipated that Seller will be responsible at its sole expense for all other costs associated with the operation, maintenance and repair of the Short-Term Premises, and that, except as set forth above, there will be no operating expenses to be passed through by Buyer to Seller. Under this arrangement, Seller shall be responsible for plowing and cleaning the parking areas which Seller has the right to use pursuant to the terms of the Short-Term Lease and related access drives to the extent deemed necessary by Seller for the conduct of its business in the Short-Term Premises.

Transitional Issues:

Prior to Closing, Seller shall be responsible for ceasing the operation of the wastewater treatment plant and converting the existing equalization tanks into a temporary "tight-tank" system (the "WWTP Shut-Down Work") to be utilized exclusively (except as set forth below) by Seller for the remainder of the Short-Term Lease Term. Seller shall be responsible for the cost of the WWTP Shut-Down Work. Seller shall be responsible for all operating and maintenance costs associated with the tight-tank system during the remainder of the Short-Term Lease Term. Notwithstanding the foregoing, it is acknowledged and agreed that, although the tight-tank system will largely be used exclusively by Seller, such use shall be non-exclusive as follows: (a)

to the extent of Buyer's incidental use of the water service, and related wastewater service, during demolition of Building #2, #3 and #4 as set forth above; and (b) if and to the extent Seller fails to surrender the Short-Term Premises at the end of the Short-Term Lease Term, in which event Buyer shall have the right thereafter to make use of the tight-tank system to service other portions of the Premises.

Buyer shall be responsible, at Buyer's cost, for a specific scope of work that has been jointly identified by Buyer and Seller as needed to address the impact on existing utilities of buildings being vacated and/or demolished and other impacts resulting from the redevelopment of the Premises in order to assure uninterrupted utility service to all remaining portions of the Short-Term Premises under the Short-Term Lease, and to insure that such demolition and redevelopment activities do not otherwise materially interfere with Seller's use of the Short-Term Premises for the conduct of Seller's business. The scope of this "Buyer Enabling Work" shall include:

- (a) Installation in Building #1 of a temporary and redundant heat source to provide customary heat for Building #1 during the Short-Term Lease Term and following the demolition of Building #2, Building #3 and Building #4. (The existing heat source for the Test Site shall be uninterrupted.) Such temporary heat source shall be installed after the Closing and shall be operational not less than 21 days prior to any demolition activities occurring in Building #2, Building #3 and Building #4 which would interfere with the existing source of heat to Building #1.
- (b) All work to preserve the use of the gas service line located to the east and south of Building #2, Building #3 and Building #4 as shown on Exhibit D-3 attached hereto, if any such work is necessary to avoid interference with that line during Buyer's redevelopment of the Premises during the Short-Term Lease Term and to preserve service by that gas service line to all buildings occupied by Seller.
- (c) Creation of four (4) handicap-compliant parking spaces prior to the demolition of Building #4, in order to serve the security office located in Building #5, the location of which spaces is shown on Exhibit D and Exhibit D-1 attached thereto.
- (d) Prior to commencement of demolition activities on Building #2, Building #3 and Building #4, and upon not less than 30 days prior notice to Seller, cutting and capping of the existing water service to the Premises in the locations shown on Exhibit D-4 attached hereto, which work shall be coordinated with the work to be performed by Seller with respect to such water service as set forth below to insure uninterrupted water service to the buildings occupied by Seller.

In addition to the "Buyer Enabling Work" to be performed by Buyer as set forth above, Seller shall be responsible, at Seller's cost, for the following work as needed to address the impact on existing utilities of buildings being vacated and/or demolished and other impacts resulting from the redevelopment of the Premises in order to assure uninterrupted utility service to all remaining portions of the Short-Term Premises under the Short-Term Lease, and to insure that such demolition and redevelopment activities do not otherwise materially interfere with Seller's use of the Short-Term Premises for the conduct of Seller's business (collectively, the "Seller Enabling Work"):

- (x) In connection with the cutting and capping of the existing water service to the Premises by Buyer as set forth above, the repurposing of the existing fire protection line on the west side of Building #2, Building #3 and Building #4 for use as a source of domestic water service to the buildings occupied by Seller by installing backflow preventers and undertaking the additional work to be performed by Seller as specified in Exhibit D-4. Such repurposed line shall be available throughout the Short-Term Lease Term to serve as both a fire protection line and a source of domestic water to service the buildings occupied by Seller.
- (y) Prior to Closing, cutting and abandonment in place of certain IT lines which currently run through Building #4 and service the Short-Term Premises (collectively, the "IT Termination Work"), which lines are to be replaced by the lines to be installed on poles pursuant to subparagraph (z) below.
- (z) Prior to Closing, installation of a set of poles in the approximate location shown as "Utility Pole Line through 2016" on Exhibit D for the provision of information technology and security services from the Beltran Building to Building #1 and Building #5, including the installation of new lines to replace those lines terminated in Building #4 pursuant to subparagraph (y), above (collectively, the "Pole and IT Installation Work"). Buyer consents to the installation of such poles in the approximate location shown on Exhibit D and Exhibit D-2, and agrees that Seller shall have access to the Premises as necessary for the maintenance and use of the lines to be located on such poles. In no event shall Buyer's activities on the Premises interfere with such poles and the lines located thereon or interrupt the service provided by such lines. Seller shall be responsible for obtaining all permits required for the Pole and IT Installation Work. Seller shall have no obligation to remove such poles and lines at the end of the Short-Term Lease Term.

Parking:

The parking areas available for Seller's use shall include all of the existing parking areas on the Premises except for that portion of the existing parking area shown as "No Access Contractor Parking" on Exhibit D, which will be available for use by Buyer's contractors, and any existing parking areas that will be within the fenced construction area to be controlled by Buyer within the fence line shown as "Fence line – Closing Date" on Exhibit D.

Other Appurtenant Rights:

Seller shall have the right to use the driveways and other access drives, sidewalks and utility lines servicing the buildings then leased by Seller and the parking areas which Seller has the right to use as set forth above. In no event shall Buyer's activities on the Premises materially interfere with or interrupt access to the parking areas or the buildings or the utility service to such buildings. Notwithstanding the foregoing, Buyer will have the exclusive right to use the access drive on the west side of the site (shown as "ND Contractor Primary Access Only" on Exhibit D) for Buyer's development activities, subject to Seller's right to use that access drive for emergency access and egress to the remaining premises being occupied by Seller.

Seller shall also have the right to use the area shown as "Electric Utility Yard To Remain Through 12/31/16" on Exhibit D-2 attached hereto.

Permitted Use:

Office, engineering, research and development, and laboratory use, and related accessory uses.

Maintenance and Repair:

The buildings are all being leased on an "as is" basis, and Seller shall be solely responsible for maintenance and repair of the buildings and parking areas during the Short-Term Lease Term. The standard of maintenance and repair shall be based upon what Seller determines is necessary for the conduct of its business in the building, including satisfaction of building code and life safety requirements applicable to Seller's use and occupancy of each building (while it is being occupied). In no event shall Buyer have any obligation to maintain or repair the buildings or parking areas that Seller has the right to use or to pay the cost of such maintenance and repair (except in the event that the buildings or parking areas are damaged by Buyer's activities on the Premises) and in no event shall Buyer have any liability to Seller or to any of Seller's occupants, employees, invitees or licensees with respect to the buildings or parking areas on the Premises (except to the extent arising from the negligent acts or omissions or willful misconduct of Buyer or of Buyer's agents, employees, contractors or others claiming under Buyer). Seller shall indemnify Buyer from and against any claims made by any third parties against Buyer with respect to the Short-Term Premises in connection with Seller's occupancy of all or any portion of the Short-Term Premises, except for those claims caused by the negligent acts or omissions or willful misconduct of Buyer or of Buyer's agents, employees, contractors or others claiming under Buyer.

Alterations:

Alteration provisions will conform to those set forth in the PSA (that is, the provisions in the PSA which govern alterations prior to the Closing will also be incorporated into the Short-Term Lease and govern during the Short-Term Lease Term).

Casualty/Condemnation:

In the event that a building is substantially damaged (as defined below), by casualty or condemnation, either party can elect to terminate the Short-Term Lease as it pertains to that building. In the event that a building is damaged by casualty or condemnation, but the building is not substantially damaged as defined below, Seller may nevertheless elect to terminate the Short-Term Lease as it pertains to that building if (a) the damage is of such character that Seller has determined that it will take more than 90 days to repair from the date of such casualty or condemnation, or (b) the damage is of such character that Seller has determined that it is unable to continue to conduct its business in the building for at least ninety (90) days as a result of the damage. If there is a casualty or condemnation and the Short-Term Lease as it pertains to the affected building is not terminated as set forth above, Seller shall restore the building if and to the extent necessary for Seller's use of the building, in which event the insurance proceeds or taking awards shall be made available to pay the costs associated with the work performed by Seller, subject to any customary disbursement procedures for such proceeds as required by Buyer's lender. The term "substantially damaged by casualty or condemnation" shall mean a casualty or condemnation for which the cost to repair as reasonably estimated by Seller shall be more \$1,000,000.

Assignment and Sublease:

Seller can assign or sublease to affiliates without Buyer's consent. Any other assignment or sublease shall require Buyer's consent which may be granted or withheld in Buyer's sole discretion.

Surrender:

Upon expiration of the Short-Term Lease Term as to any particular building, Seller shall surrender the building to Buyer. Prior to surrender, Seller may leave in place (i) all fixtures and equipment which service the building generally and are not specific to Seller's particular use of the building (provided that supplemental HVAC or other supplemental mechanical or utility equipment required for Seller's use shall be deemed to be specific to Seller's particular use for these purposes), (ii) partitioning, and (iii) Seller's equipment which is bolted to the floor and/or wall. Seller shall remove all remaining fixtures, equipment and personal property of Seller. If Seller fails to surrender any building in accordance with the Short-Term Lease, such occupancy shall be subject to all the terms and provisions of the Short-Term Lease, except that Seller shall pay rent at a rate equal to \$14 per square foot per annum on a triple net basis for the building which Seller has failed to surrender.

Mortgagees:

The provisions of the PSA shall govern the terms under which a subordination, non-disturbance and attornment agreement, substantially in the form to be attached to the Short-Term Lease or, alternatively, in the mortgagee's standard form, will be entered into by Seller and the mortgagee at the time of the Closing.

Seller Security Requirements:

The Short-Term Lease will recognize that Buyer's access to the Short-Term Premises may be limited by Seller's security requirements and/or applicable government security requirements.

BELTRAN BUILDING LEASE

The major terms of the "Beltran Building Lease" to be finalized by Seller and Buyer during the Lease Negotiation Period and which is to be executed by Seller and Buyer at the Closing are as follows:

Leased Premises:

Beltran Building, including the areas adjacent thereto as shown on Exhibit D (the "Beltran Premises").

Lease Term:

Commencing on the date on which the Closing occurs and expiring on December 31, 2021 (as the same may be earlier terminated or extended as set forth below, the "Beltran Lease Term").

Seller shall have the right to terminate the Beltran Building Lease at any time prior to the expiration date by giving Buyer not less than six months' notice. Seller shall pay rent through

the early termination date specified in such notice, but no additional termination payment shall be due from Seller to Buyer in connection the early termination of the Beltran Building Lease.

Seller shall have the right to extend the Beltran Lease Term by three consecutive periods of one year each by giving Buyer not less than six months' notice of each such extension. The annual base rent during each such one-year extension term(s), if exercised, shall be \$200,000.

Rent:

The annual base rent shall be \$100,000.00. In addition, Seller's pro-rata share of real estate taxes shall be \$17,000 for calendar year 2016 based on the current real estate tax for the Premises multiplied by the Beltran Premises' pro-rata share of 2.7% (15,097 square feet divided by 561,333 square feet). For each year of the Beltran Lease Term, the apportioned real estate tax amount shall increase by 2.5%. These fixed payment amounts are suggested to avoid the complexity of dealing with changing real estate values as the Premises is redeveloped in the years ahead.

Additional Rent:

Prior to January 1, 2017, Seller, at Seller's sole cost, shall be responsible for plowing and cleaning the parking areas and access ways which Seller has the right to use pursuant to the Beltran Building Lease as Seller determines necessary for the conduct of its business in the Beltran Premises. From and after January 1, 2017, Buyer shall be responsible for plowing and cleaning such parking areas and access ways appurtenant to the Beltran Premises and keeping any such access ways that are commonly used by the Beltran Premises and the remaining land of Buyer in good order, repair and condition, and Seller shall pay to Buyer a fee of \$5000 for calendar year 2017 for such services provided by Buyer. For each lease year thereafter of the Beltran Lease Term, such fee shall increase by 2.5%. These fixed amounts are suggested to avoid the complexity of calculating Seller's pro rata share of the actual costs incurred by Buyer in providing such services as the Premises is redeveloped in the years ahead. Seller shall also be responsible for all other maintenance of the parking areas which Seller has the right to use pursuant to the Beltran Building Lease and of any access ways which serve exclusively the Beltran Premises.

Utility consumption shall in all events be measured by separate meters or check meters as set forth below and Seller shall pay for its own utility consumption as measured by those meters or check meters.

Insurance matters to be the same as noted above for the Short-Term Lease.

It is anticipated that Seller will be responsible at its sole expense for all other costs associated with the operation, maintenance and repair of the Beltran Premises, and that, except as set forth above, there will be no operating expenses to be passed through by Buyer to Seller.

Transitional Issues:

As noted above, from the date of Closing until January 1, 2017, the existing wastewater treatment plant as converted to a tight-tank system by Seller prior to Closing shall service exclusively (except as set forth above) the Short-Term Premises and the Beltran Premises (to the extent the Beltran Building is not already served by a self-contained wastewater system). On or before January 1, 2017, Seller shall have implemented a self-contained wastewater solution (e.g.,

tight-tank system or portable bathrooms) at the Beltran Premises to allow the redevelopment of the property around it.

Except as set forth below, the existing water, gas and electric service servicing the Beltran Premises, as such service may be modified as set forth above during the Short-Term Lease Term, shall continue to service the Beltran Premises during the Beltran Lease Term. Notwithstanding the foregoing, Seller shall be responsible, at Seller's cost, for the following work as needed to address the impact on existing utilities of buildings being vacated and/or demolished and other impacts resulting from the redevelopment of the Premises in order to assure uninterrupted utility service to the Beltran Premises during the Beltran Lease Term, and to insure that such demolition and redevelopment activities do not otherwise materially interfere with Seller's use of the Beltran Premises for the conduct of Seller's business:

- (a) Prior to October 31, 2016, Seller shall cut and cap the existing gas service and shall relocate such service to enter the Premises directly from Boston Post Road in the west access drive as shown on Exhibit D-3, which new gas line shall tie into the existing gas line and provide service to the Beltran Premises as shown on Exhibit D-3. Notwithstanding the foregoing, if a moratorium on excavations in Boston Post Road remains in effect and prevents the installation of the new gas line from Boston Post Road as shown on Exhibit D-3 by the date set forth above, the parties shall cooperate to insure the uninterrupted gas service to the Beltran Premises pending the expiration of such moratorium and installation of such new gas line. As an alternative to relocation of the gas service in the west access drive as set forth above, Seller may elect, in Seller's sole discretion, to cut and cap the existing gas service as set forth above, and to install propane tanks to service the Beltran Premises.
- (b) Prior to October 31, 2016, Seller shall install additional poles within the existing pole line shown on Exhibit D-2 to provide continued and separately metered electric service to the Beltran Premises.

Seller shall be responsible for obtaining all required permits for the above work. Buyer shall cooperate with Seller in obtaining such permits including, without limitation, by signing such applications as may need to be executed by the owner of the Premises in connection with obtaining such permits.

During the Beltran Lease Term, Buyer shall have the right, at Buyer's expense, to relocate utility lines and equipment serving the Beltran Premises, provided that Buyer shall give Seller reasonable advance notice prior to performing such work and such work shall be performed so as not to cause any interference with the utility service to the Beltran Premises.

Except as noted above with respect to the Short-Term Lease, Seller's utility usage shall in all events be measured by separate meters or check meters to be provided by Seller as needed.

Parking:

Seller shall have the right to use the portion of the existing parking areas highlighted in yellow and labeled "Beltran Building ~20 Parking spaces" on Exhibit D. Seller shall also have the right to use any portions of the parking areas available for Seller's use, from time to time, under the Short-Term Lease for as long as the Short-Term Lease remains in effect.

Other Appurtenant Rights:

The Beltran Building Lease shall have the same terms as noted above for the Short-Term Lease. Access to the Beltran Premises will be provided at all times; however, the specific points of access may vary from time to time, as development by Buyer progresses, provided that Seller is given reasonable advance notice of any such changes in the points of access to the Beltran Premises. Buyer will have the exclusive right to use the access drive on the west side of the site (shown as "ND Contractor Primary Access Only" on Exhibit D) for Buyer's development activities, subject to Seller's right to use that access drive for emergency access and egress to/from the Beltran Premises.

Permitted Use:

The Beltran Building Lease shall have the same terms as noted above for the Short-Term Lease.

Maintenance and Repair:

The Beltran Building Lease shall have the same terms as noted above for the Short-Term Lease, except as noted above with respect to snow plowing and other maintenance and repair of the parking areas and access ways that Seller has the right to use for the period from and after January 1, 2017.

Alterations:

The Beltran Building Lease shall have the same terms as noted above for the Short-Term Lease.

Casualty/Condemnation:

The Beltran Building Lease shall have the same terms as noted above for the Short-Term Lease.

Assignment and Sublease:

The Beltran Building Lease shall have the same terms as noted above for the Short-Term Lease.

Surrender:

If Seller fails to surrender the Beltran Premises in accordance with the Beltran Building Lease, such occupancy shall be subject to all the terms and provisions of the Beltran Building Lease, except that Seller shall pay rent equal to 200% of the base rent due for the month immediately preceding the holdover.

Mortgagees:

The Beltran Building Lease shall have the same terms as noted above for the Short-Term Lease.

Seller Security Requirements:

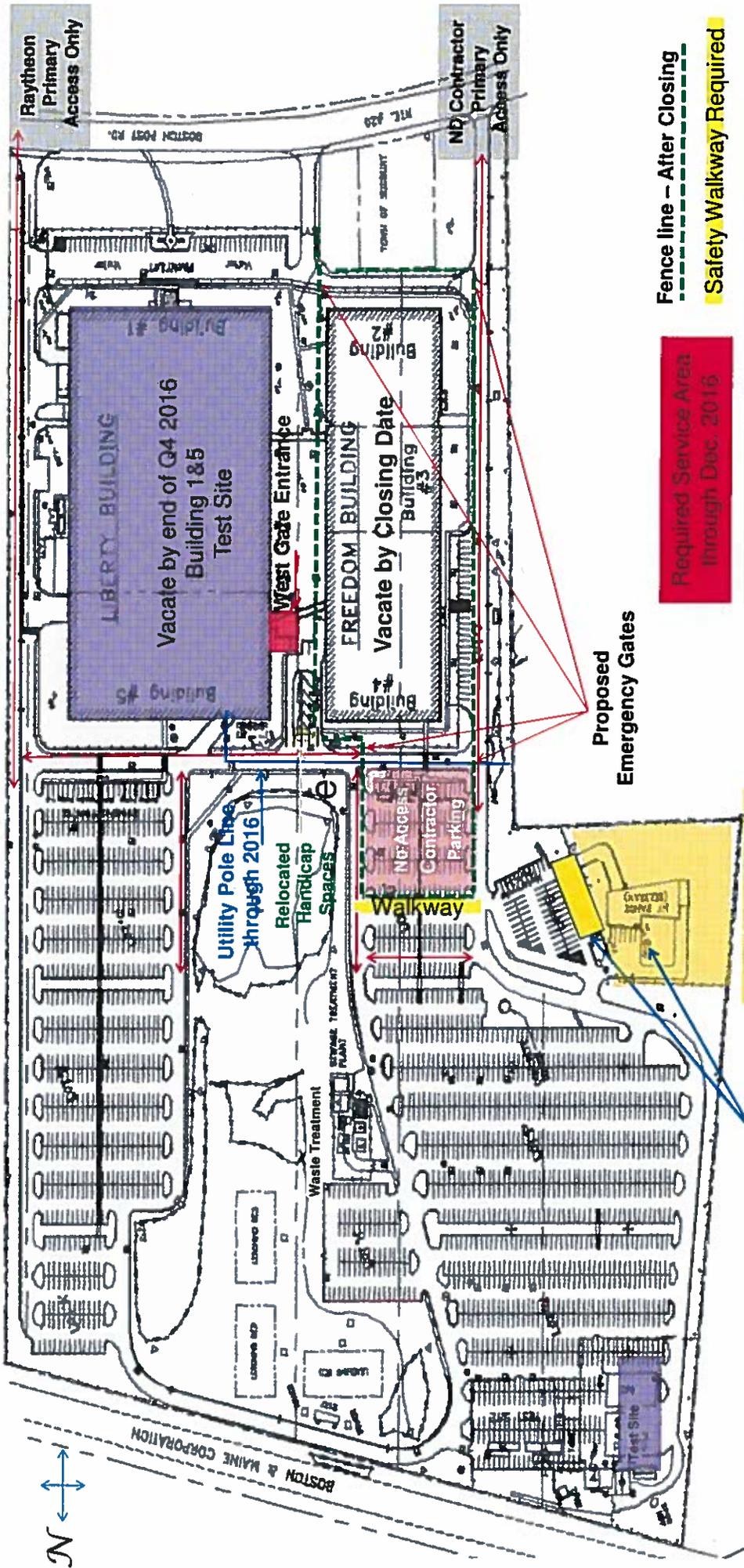
The Beltran Building Lease shall have the same terms as noted above for the Short-Term Lease.

Exhibit D
to
Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer
Plan Showing Parking Areas and Access Drives

[SEE ATTACHED PLAN.]

Raytheon
Integrated Defense Systems

Exhibit D
Sudbury Access & Parking
Bldg. 1, 5 and Test Site (Closing Date - Dec. 2016) & Beltran (Dec. 2021)



Fence line - After Closing
Safety Walkway Required

Required Service Area through Dec. 2016

Beltran Bldg. lease thru 2021

Beltran Building ~ 20 Parking spaces and site area

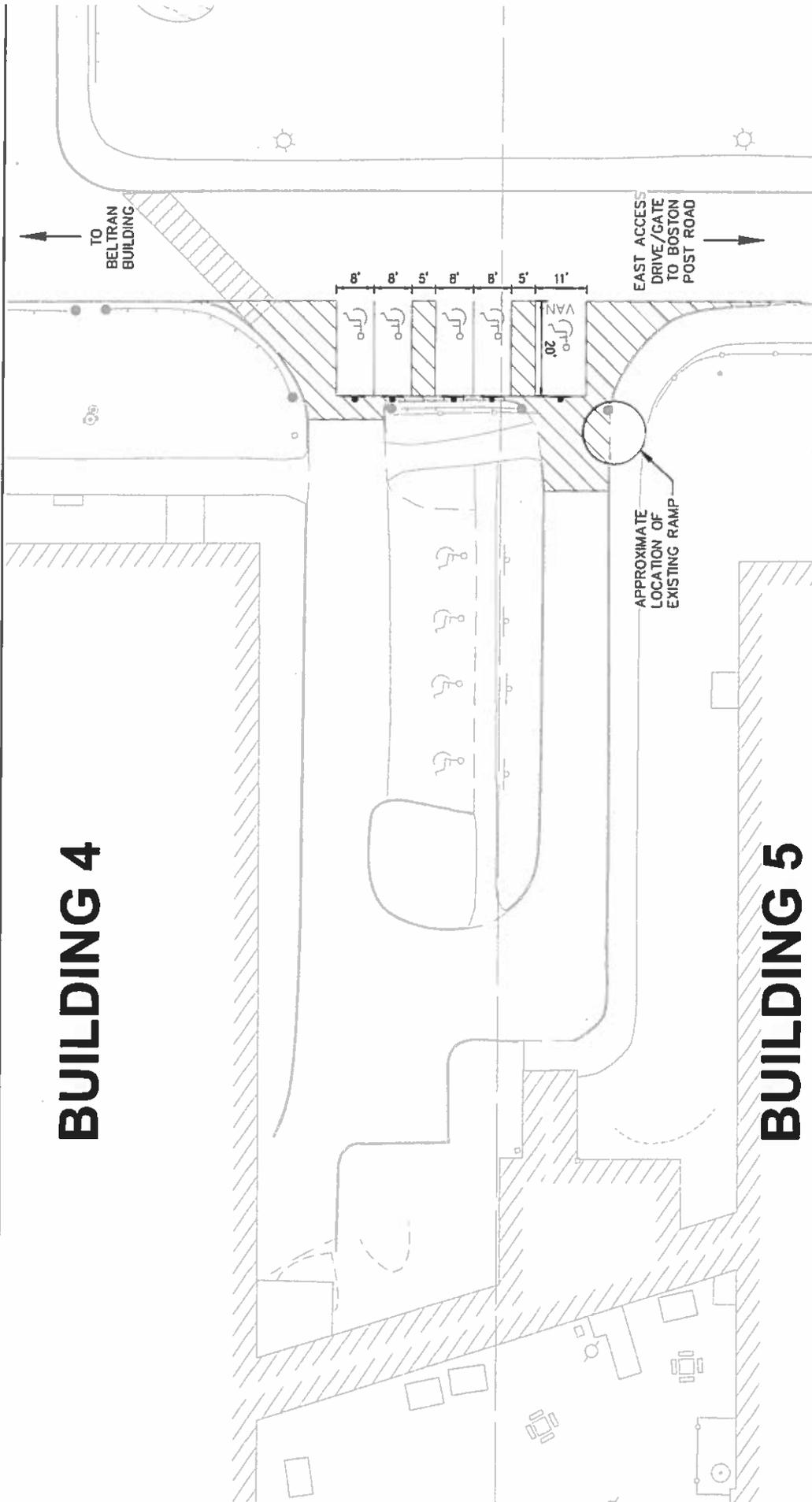
Access & Parking

- Full access within the site until Dec.31, 2016
- Continuous access to Beltran building - December 2021

Exhibit D-1
to
Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer
Plan Showing Relocated Handicap-Compliant Parking Spaces

[SEE ATTACHED PLAN.]

BUILDING 4



Vanasse Hangen Brustlin, Inc.

Figure 1 September 8, 2015

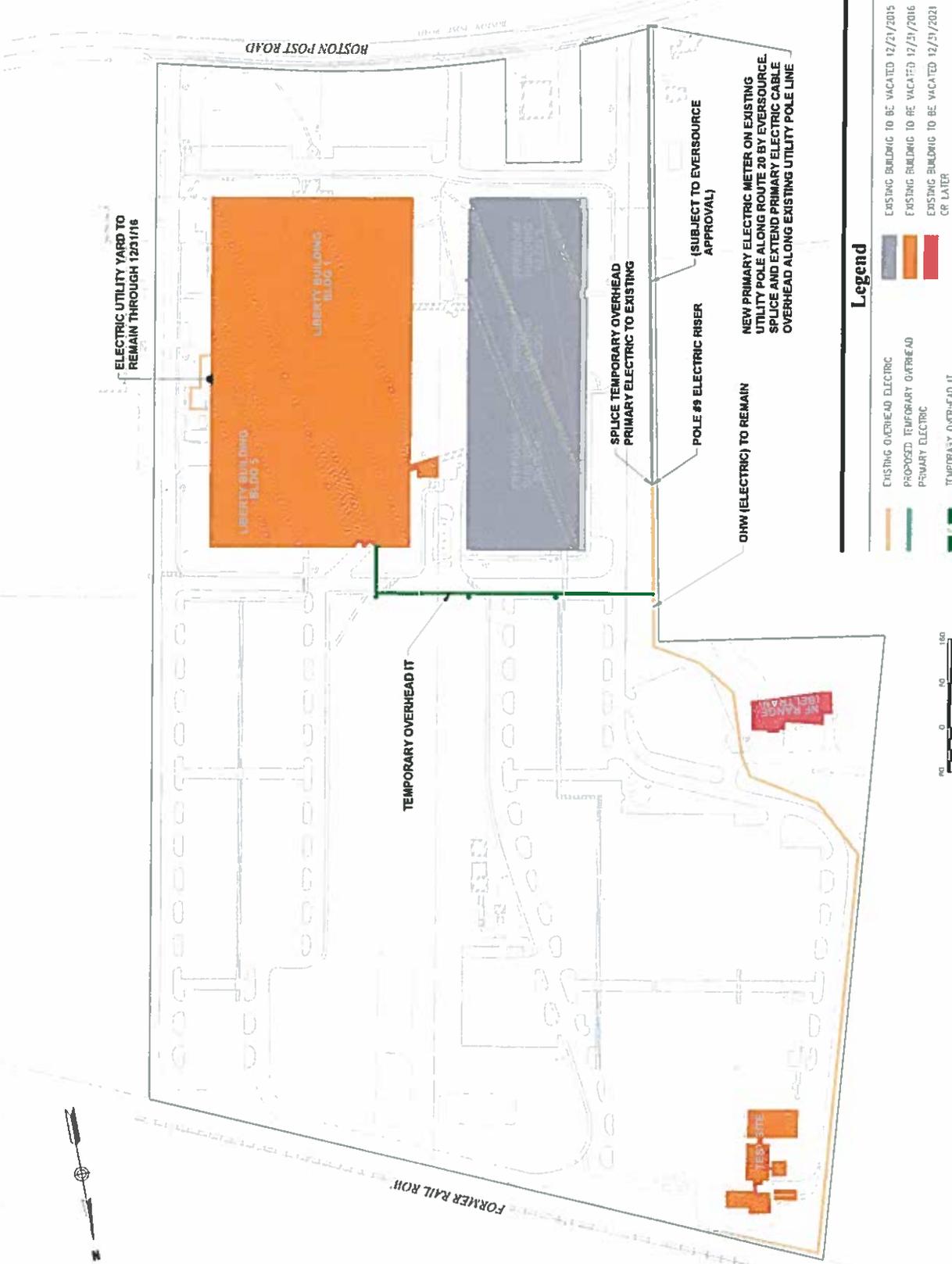
Raytheon Redevelopment
ADA Parking Layout
528 Boston Post Road
Sudbury, Massachusetts

BUILDING 5



Exhibit D-2
to
Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer
Plan Showing Electric Line Relocation Work

[SEE ATTACHED PLAN.]



Legend

-  EXISTING OVERHEAD ELECTRIC
-  PROPOSED TEMPORARY OVERHEAD PRIMARY ELECTRIC
-  TEMPORARY OVERHEAD IT
-  EXISTING BUILDING TO BE VACATED 12/31/2015
-  EXISTING BUILDING TO BE VACATED 12/31/2016
-  EXISTING BUILDING TO BE VACATED 12/31/2021 OR LATER



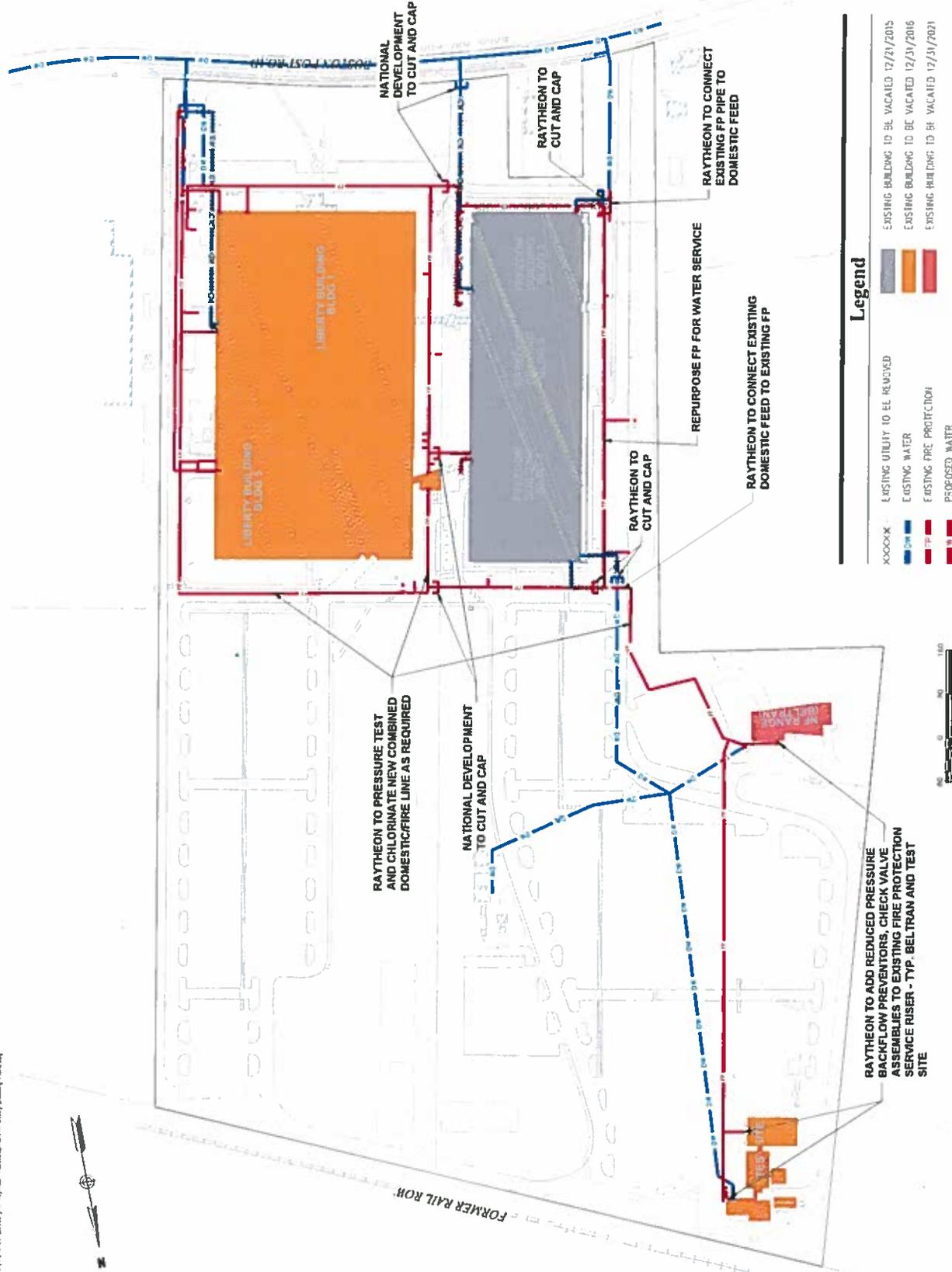
EXISTING CONDITIONS INFORMATION COMPILED FROM SUDBURY FACILITY PLANS PROVIDED BY RAYTHEON

Exhibit D-3
to
Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer
Plan Showing Gas Line Relocation Work

[SEE ATTACHED PLAN.]

Exhibit D-4
to
Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer
Plan Showing Water Line Relocation Work

[SEE ATTACHED PLAN.]



EXISTING CONDITIONS INFORMATION COMPILED FROM SUDBURY FACILITY PLANS PROVIDED BY RAYTHEON

Exhibit E
to
**Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer
Form of Access Easement Agreement**

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made as of this _____ day of _____, 2015 by and between BPR Development LLC, a Delaware limited liability company with a principal place of business at _____, ATTENTION: _____ ("Grantor") and Raytheon Company, a Delaware corporation with a principal place of business at 870 Winter Street, Waltham, Massachusetts 02451, ATTENTION: Real Estate Department ("Grantee").

WITNESSETH:

WHEREAS, Grantee has granted and conveyed to Grantor by deed of even date herewith (the "Deed") certain real property and the improvements thereon located at 526 and 528 Boston Post Road, Sudbury, Middlesex County, Massachusetts as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Grantee may desire to or may be required to undertake environmental investigation, testing and/or remediation in connection with the Property; and

WHEREAS, Grantor has agreed to grant certain easements to Grantee with respect to the Property for the purpose of permitting Grantee to conduct such investigation, testing and/or remediation.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Grantee and Grantor hereby agree as follows:

1. **Grant of Easements.** Grantor hereby grants and conveys to Grantee, and Grantee's successors and assigns, the following rights and easements with respect to the following activities (collectively, the "Activities") upon the Property, subject to the provisions of Paragraph 2, below:

a. a right and easement for pedestrian and vehicular access to, and ingress and egress upon, across and through, the Property, subject to any reasonable security measures of Grantor, for the purpose of conducting environmental investigations, tests, surveys and studies, at locations determined by Grantee or designated by any federal, state or local governmental agency or authority; and

b. a right and easement across, through and under the Property, subject to any reasonable security measures of Grantor, for the purpose of conducting and completing any activities (including, without limitation (but subject to the terms of this Agreement), temporary confirmatory sampling, making borings or installing, removing or abandoning groundwater monitoring wells, installing, removing or abandoning groundwater injection wells, digging, excavating, boring, sampling and replacing soil and surface or ground water) in connection with the investigations, tests, surveys or studies referred to in paragraph (a) above, or to remediate, reduce or eliminate the presence of any Contamination or Hazardous Substances (as those terms are hereinafter defined) now known or hereafter discovered to have been caused by Grantee on or under the soil, or in the surface or ground water, at the Property; and

c. a right and easement to place, install, secure or store borings, wells, machinery, equipment and other property on the Property in connection with such investigations, tests, surveys, studies and remedial activities, in such locations and with such screening as is reasonably acceptable to Grantor and to restrict access to the Activities, including, without limitation, installation and locking of wells, fences and structures.

The Activities and Grantee's right to access the Property pursuant to this Agreement shall be limited to the assessment and remediation activities and the locations on the Property at which such activities are to be performed to address such Contamination as is described in the reports filed with the Massachusetts Department of Environmental Protection that pertain to Release Tracking Number 3-27243 and/or Release Tracking Number 3-3037 and/or Release Tracking Number 3-17106 (collectively, the "Existing RTNs"), or as otherwise required by applicable law as determined by Grantee's Licensed Site Professional ("Grantee's LSP") from time to time or as otherwise approved by Grantor. If and to the extent any Activities with respect to the Contamination that is the subject of the Existing RTNs (collectively, "Existing RTN Activities"), involve any material disturbance or removal of soils (other than disturbance or removal of soils in connection with the installation, relocation and/or removal of monitoring wells and injection wells), the means and method employed in undertaking such Existing RTN Activities shall be subject to the prior approval of Grantor. If and to the extent any other Activities (that is, Activities which are not being conducted with respect to the Contamination that is the subject of the Existing RTNs) are required or permitted pursuant to this Agreement ("Other Activities"), the means and method employed in undertaking such Other Activities shall be subject to the prior approval of Grantor.

In determining the means and methods used to implement any Existing RTN Activities and/or Other Activities to be performed by Grantee, to the extent such means and methods require Grantor's approval pursuant to the provisions set forth above, Grantee shall cause Grantee's LSP to take into account Grantor's plan to redevelop the Property in a timely manner.

If there is proposed any material disturbance or removal of soils in connection with any Existing RTN Activities (other than disturbance or removal of soils in connection with the installation, relocation and/or removal of monitoring wells and injection wells), and, as a condition to Grantor's approval, Grantor (in conjunction with Grantor's licensed site professional ("Grantor's LSP")) proposes an alternative means and/or method with respect to such disturbance or removal, and if Grantee's LSP is in agreement that such alternative is in compliance with the

Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (“MCP”) and is consistent with the standard of care ordinarily exercised under similar circumstances by qualified professionals and consultants undertaking similar work in the same locality and at the same time, then Grantee’s LSP shall perform the applicable Existing RTN Activities using the agreed-upon alternative means and/or method. If Grantee’s LSP and Grantor’s LSP do not agree that Grantor’s proposed alternative is in compliance with the MCP or consistent with the standard of care hereinbefore described, then Grantor may elect to perform such Existing RTN Activities using the proposed alternative means and/or method subject to the terms and conditions set forth below. If Grantee’s LSP and Grantor’s LSP do not agree that Grantor’s proposed alternative is in compliance with the MCP or consistent with the standard of care hereinbefore described, and Grantor does not elect to perform such Existing RTN Activities using the proposed alternative means and/or method in accordance with the terms and conditions set forth below, then Grantee shall have the right to perform such Existing RTN Activities using the means and method recommended by Grantee’s LSP.

If, however, Grantee requests approval to perform any Other Activities and, as a condition to Grantor’s approval, Grantor (in conjunction with Grantor’s LSP) proposes that an alternative means and/or method be used to implement such Other Activities, and if Grantee’s LSP is in agreement that such alternative is in compliance with the MCP and is consistent with the standard of care hereinbefore described, then Grantee’s LSP shall perform the applicable Other Activities using the agreed-upon alternative means and/or method. If Grantor’s LSP and Grantee’s LSP do not agree that Grantor’s proposed alternative is in compliance with the MCP or consistent with the standard of care hereinbefore described, then Grantor may elect to perform such Other Activities using the proposed alternative means and/or method subject to the terms and conditions set forth below. If Grantee’s LSP and Grantor’s LSP do not agree that Grantor’s proposed alternative is in compliance with the MCP or consistent with the standard of care hereinbefore described, and Grantor does not elect to perform such Other Activities using the proposed alternative means and/or method in accordance with the terms and conditions set forth below, then Grantee shall have the right to perform such Other Activities using the means and method recommended by Grantee’s LSP.

If Grantee’s LSP and Grantor’s LSP do not agree, pursuant to the applicable paragraph set forth above, that Grantor’s proposed alternative means and/or method with respect to any Existing RTN Activities or Other Activities (any such proposed alternative means and/or method being referred to herein as an “Alternative Method”) is in compliance with the MCP or consistent with the standard of care hereinbefore described in the preceding two paragraphs, Grantor may elect to perform the Existing RTN Activities or Other Activities, as applicable, using the Alternative Method subject to the following terms and conditions:

(i) Grantor’s election to perform the Existing RTN Activities or Other Activities using the Alternative Method shall be made by notice (the “Alternative Method Notice”) given by Grantor to Grantee within five (5) business days after receipt by Grantor of notice from Grantee or Grantee’s LSP confirming that Grantee’s LSP does not agree that the Alternative Method complies with the MCP or is consistent with the standard of care hereinbefore described;

(ii) Grantor's election pursuant to clause (i), above, shall be effective only if accompanied by written documentation from Grantor to Grantee pursuant to which Grantor also agrees with Grantee to thereafter become the Responsible Party pursuant to the MCP (310 CMR 40.0006) with respect to the Contamination that is the subject of the Existing RTNs or the Contamination that is the subject of the Other Activities to be performed using the Alternative Method;

(iii) Grantor shall perform such Existing RTN Activities or Other Activities in all events within the time period for the performance of such Existing RTN Activities or Other Activities as required by applicable law; and

(iv) Upon commencement of such Existing RTN Activities or Other Activities by Grantor, Grantee's access to the Property under this Agreement with respect to the Contamination that is the subject of the Existing RTNs or the Contamination that is the subject of the Other Activities to be conducted by Grantor shall immediately terminate, and the parties shall promptly execute and record an amendment to this Agreement to reflect the foregoing.

The cost of performing the applicable Existing RTN Activities or Other Activities using the Alternative Method, whether performed by Grantee or Grantor pursuant to the provisions set forth above, shall be paid as follows: (A) Grantee shall be responsible for payment of the portion of such cost equal to the cost that would have been incurred by Grantee if Grantee had performed the Existing RTN Activities or Other Activities, as applicable, using the means and method originally recommended by Grantee's LSP, which means and method shall have taken into account Grantor's plan to redevelop the Property in a timely manner as aforesaid, and if Grantee had prosecuted such Existing RTN Activities or Other Activities (which for these purposes shall include both the initial Activities and also ongoing and future Activities using the same means and method) to completion in order to fully address the Contamination that was the subject of such work in accordance with applicable law ("Grantee's Cost Share"); and (B) Grantor shall be responsible for payment of any cost in excess of Grantee's Cost Share in order to perform such Existing RTN Activities or Other Activities using the Alternative Method and to prosecute such Existing RTN Activities or Other Activities (which for these purposes shall include both the initial Activities and also ongoing and future Activities using the same means and method) to completion in order to fully address the Contamination that is the subject of such work in accordance with applicable law ("Grantor's Cost Share"). In determining Grantee's Cost Share and Grantor's Cost Share, any such costs that would have been or will be incurred over a period of time shall be discounted to present value using an agreed-upon discount rate of five percent (5%) per annum, and it shall also be assumed that such Existing RTN Activities or Other Activities as required to fully address the Contamination that is the subject of such work, including ongoing monitoring and operations and maintenance activities as required to fully address such Contamination, will not be required to be continued for more than ten (10) years. For the purpose of determining the parties' respective share of such costs, Grantor's LSP and Grantee's LSP shall each submit their estimates of Grantee's Cost Share and Grantor's Cost Share. If the estimates for both Grantee's Cost Share and Grantor's Cost Share are within ten percent (10%) of one another, Grantee's Cost Share and Grantor's Cost Share shall be the average of such costs as determined by Grantor's LSP and Grantee's LSP. If the difference between such estimates as determined by Grantor's LSP and Grantee's LSP is greater than ten

percent (10%), then the parties shall select a mutually acceptable third-party reputable environmental consultant who, at the time of selection, shall have no contractual or adversarial relationship with either Grantor or Grantee or the affiliates of either ("Neutral Party") to review each estimate of Grantee's Cost Share and Grantor's Cost Share as determined by Grantor's LSP and Grantee's LSP to make a final determination of such costs. If Grantor and Grantee are unable to mutually agree upon a third-party consultant meeting the criteria set forth above, Neutral Party shall be selected jointly by Grantor's LSP and Grantee's LSP in accordance with the criteria set forth above. Neutral Party's determination of such costs shall be final and binding upon the parties. Grantor shall pay the fees of Grantor's LSP and the fees of Neutral Party in connection with this process, and Grantee shall pay the fees of Grantee's LSP in connection with this process. If, at the time of determination of Grantor's Cost Share and Grantee's Cost Share pursuant to this paragraph, the Existing RTN Activities or Other Activities, as applicable, have not been commenced using the Alternative Method, Grantor may elect, by notice given by Grantor to Grantee within five (5) business days of such determination, to withdraw the Alternative Method Notice, in which event Grantee shall have the right to perform the Existing RTN Activities or Other Activities, as applicable, using the means and method recommended by Grantee's LSP as if the Alternative Method Notice had not been given.

Grantee shall provide at least two (2) business days' prior notice to Grantor of any sampling of any materials from any monitoring or injection wells and Grantee shall provide at least four (4) business days' prior notice to Grantor of the performance of any other Activities on the Property (except in the case of an emergency or if entry is upon any portion of the Property that is leased to Grantee, in which case no notice shall be required). Notwithstanding the foregoing, if any monitoring wells or injection wells are required to be installed or relocated, Grantor shall have the right to reasonably approve the location of such wells on the Property.

For purposes of this Agreement, "Hazardous Substances" shall mean all substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "petroleum," "oil," "pollutant," or "toxic pollutant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Massachusetts Oil and Hazardous Material Release, Prevention and Response Act, M.G.L. c. 21E, or any other federal, state or local acts, laws, statutes, ordinances, or bylaws, all as amended, or any rules or regulations adopted thereunder, or any judicial or administrative orders or directives relating to the protection of health, safety or the environment; provided, however, that for the purposes of this Agreement, the term "Hazardous Substances" shall not include asbestos or asbestos-containing materials. For purposes of this Agreement, "Contamination" shall mean the presence of Hazardous Substances at or arising from the Property which requires cleanup under any applicable law.

2. Rights of Grantee. The foregoing rights, easements and restrictions are granted by Grantor for the benefit of Grantee and Grantee's successors and assigns, and Grantee and Grantee's successors and assigns shall have the sole and exclusive right to enforce such rights, easements and restrictions. Notwithstanding the foregoing, in conducting the ongoing Activities, Grantee shall use reasonable efforts to minimize the disruption or interference with any activities being conducted on the Property by Grantor. Any Activities performed by Grantee on or at the Property shall be carried out in a manner so as to minimize, to the extent reasonably possible, any

damage to the Property or disruption to the business of Grantor. After performing any such Activities, Grantee shall, at Grantee's sole cost and expense (except to the extent such cost and expense is included in Grantor's Cost Share with respect to Activities conducted using an Alternative Method), promptly repair and restore the Property to substantially the same condition as it was in immediately preceding performance of the Activities, including without limitation maintaining any of the wells, machinery, roadboxes, equipment and other property of Grantee on the Property. Grantee and any of Grantee's consultants accessing the Property shall keep and maintain at all times during the existence of the easement created hereby, a policy of commercial general liability insurance insuring against bodily injury or death and property damage, with an endorsement for contractual liability, occurring as a result of Grantee's performance of Activities on the Property, such insurance to be at least equal to \$2,000,000 per occurrence and \$3,000,000 in the aggregate. Prior to entering the Property, Grantee and Grantee's consultants shall provide Grantor with certificates of insurance evidencing such insurance, which certificates of insurance shall name Grantor and any parties designated by Grantor as additional insureds. Provided, however, that Grantee's insurer shall name Grantor as an additional insured party solely with regard to Grantee's indemnity obligations to Grantor hereunder and then only to the extent of such indemnities. Grantee hereby releases, relinquishes and discharges Grantor of, and agrees to and does hereby indemnify, defend and save Grantor, its successors and assigns, harmless from and against, any and all direct and proximate losses, costs, damages, injury, liability and judgments (including, without limitation, reasonable attorney's fees) caused by, arising out of or relating to Grantee's performance of Activities on the Property, or Grantee's exercise of its rights under this Agreement, or Grantee's failure to comply with Grantee's duties and obligations under this Agreement. Notwithstanding anything herein to the contrary, the above indemnity shall not apply to special, indirect or consequential damages of any kind. The foregoing release and indemnity shall survive the termination of this Agreement.

3. No Admission. No provision of this Agreement constitutes an admission of Grantee or Grantor that any condition at or arising from the Property constitutes Contamination or requires clean-up under any applicable law. No provision of this Agreement constitutes an admission by Grantee or Grantor that they are liable for the clean-up of, or otherwise responsible for, any Contamination or Hazardous Substances at the Property. This Agreement does not constitute an allocation between Grantee and Grantor of any responsibility or liability for any Contamination or Hazardous Substances at the Property. Nothing in this Agreement obligates Grantee or Grantor to conduct any activities on the Property.

4. Notices. Any notice, report or demand required or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (i) personally, (ii) by overnight courier prepaid by the sender, or (iii) by registered or certified mail, return receipt requested, postage prepaid, to the parties at the addresses provided above or at such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered.

5. Covenants Run with Land. It is intended that the rights, easements, covenants, restrictions, agreements and promises set forth in this Agreement shall be construed as both covenants and conditions and that they shall run with the land and be affirmatively enforceable against Grantor or the Property and shall continue to be easements, servitudes, charges,

restrictions and encumbrances appertaining to and upon, and covenants benefiting, binding and running with, the land, buildings and improvements now or later existing upon or within the Property. Any future owner of all or any portion of the Property shall automatically be deemed by acceptance of title thereto to have assumed all rights and obligations created under this Agreement pertaining to the Property, provided that, in the event of any conveyance or divestiture of fee simple title to the Property, the grantor shall be free and relieved of all obligations thereafter accruing hereunder. In addition, the foregoing rights, easements, covenants and agreements set forth in Section 1 shall be personal rights and covenants in favor of Grantee and shall be considered "easements in gross."

6. Miscellaneous.

a. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their successors and assigns.

b. Recording. This Agreement shall be recorded with the Middlesex South District Registry of Deeds.

c. Captions. The captions of the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction.

d. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law.

e. Integration; Amendment. This Agreement may not be altered, modified, amended or terminated unless by an instrument in writing duly executed by each of the parties then bound by this Agreement. This Agreement contains all of the agreements and understandings of the parties concerning the subject matter contained herein and supersedes all prior oral or written agreements or understandings. Grantor has entered into this Agreement in reliance upon its own investigation of the Property and not in reliance upon any representations and warranties made by Grantee or anyone acting on Grantee's behalf.

f. No Partnership. This Agreement is not intended, nor shall it be construed, as constituting a partnership or joint venture among the parties hereto, or as constituting that any party is the agent of any other party, or to render any party liable for the debts or obligations of any other party.

g. Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the enforceability or validity of any other provision or portion thereof.

h. Assignment. Grantee shall have the right to assign all or any portion of this Agreement or any of its interests herein to any affiliate of Grantee, but any other assignment shall require Grantor's consent, which consent shall not be unreasonably withheld.

[SIGNATURES APPEAR ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal,
as of the day and year first written above.

GRANTOR:

BPR DEVELOPMENT LLC

By: *[EXHIBIT - DO NOT SIGN]*

Name: _____

Title: _____

GRANTEE:

RAYTHEON COMPANY

By: *[EXHIBIT - DO NOT SIGN]*

Name: _____

Title: _____

Exhibit F
to
**Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer
Form of Environmental Indemnity Agreement**

ENVIRONMENTAL INDEMNITY AGREEMENT

This ENVIRONMENTAL INDEMNITY AGREEMENT (this "Agreement"), is made and entered into as of _____, 2015, by and between RAYTHEON COMPANY, a Delaware corporation ("Seller") and BPR DEVELOPMENT LLC, a Delaware limited liability company ("Buyer").

RECITALS

A. Buyer and Seller entered into that certain Purchase and Sale Agreement dated _____, 2015 (the "Purchase Agreement") for the purchase and sale of that certain real property located at 526 and 528 Boston Post Road, Sudbury, Massachusetts (the "Premises") and more particularly described in the Purchase Agreement. All capitalized terms used herein without definition are used as defined in the Purchase Agreement.

B. As a material inducement to each of the parties hereto, Seller and Buyer each desire to provide for certain provisions with respect to Hazardous Substances, all upon and subject to all of the terms and conditions set forth herein.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. Special Seller Obligations.

1.1 Site Remediation. Seller agrees to continue to pursue and perform, at its sole cost and expense, assessment, and, if necessary, remediation activities with respect to pre-Closing releases of Hazardous Substances at, on, in or from the Premises (the "Environmental Condition") in accordance with the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. ("MCP") at Seller's sole cost and expense with reasonable diligence until Seller's Licensed Site Professional ("Seller's LSP") files either (i) a final report that includes a statement from Seller's LSP that a permanent solution has been achieved ("Permanent RAO") or (ii) such other documentation as is then required under the MCP or other Environmental Law and provides a similar result as to (i) above. The assessment and remediation activities and the locations on the Premises at which such activities are to be performed by Seller are as follows (collectively, the "Environmental Work"): (A) to address such Environmental Condition as is described in the reports filed with the Massachusetts Department of Environmental Protection that pertain to Release Tracking Number ("RTN") 3-27243 and/or RTN 3-3037 and/or RTN 3-17106 (collectively, the "Existing RTNs"), (B) as otherwise may be required by applicable law as determined by Seller's LSP from time to time, and (C) as Seller may request from time to time, provided, with respect to work performed pursuant to this clause (C) Buyer has given its prior written approval thereto, which approval shall not be unreasonably withheld, conditioned, or delayed so long as such work pursuant to this clause (C) is reasonably necessary in connection with the Environmental Condition and so long as such work pursuant to this clause (C) will not interfere with Buyer's operation of its business, development and construction at the Premises,

interfere with Buyer's or its successors' tenants or occupants or any residents at the Premises, or otherwise adversely impact the value of the Premises. Once a permanent solution has been achieved at the Premises, Seller shall provide to Buyer a copy of the Permanent RAO that has been filed with the Massachusetts Department of Environmental Protection ("DEP"). Pursuant to the MCP (310 CMR 40.1003(3)) and subject to the terms of this Agreement, Seller shall have the right to file a Permanent RAO for a portion of the Premises at such time as Seller's LSP determines that a permanent solution has been achieved for such portion. Upon achieving a permanent solution for all or any portion of the Premises or if by any earlier date one or more monitoring or injection wells are no longer needed for sampling or injection, Seller shall be responsible for the closure, removal and/or abandonment of such wells in compliance with Environmental Law. To the extent any changes to the Environmental Work are approved by Buyer or are otherwise permitted herein, such modified version of the Environmental Work shall thereafter be deemed to constitute the "Environmental Work." If and to the extent any Environmental Work with respect to the Environmental Condition that is the subject of the Existing RTNs (collectively, "Existing RTN Work") involves any material disturbance or removal of soils (other than disturbance or removal of soils in connection with the installation, relocation and/or removal of monitoring wells and injection wells), the means and method employed in undertaking such Existing RTN Work shall be subject to the prior approval of Buyer. If and to the extent any other Environmental Work (that is, Environmental Work which is not being conducted with respect to the Environmental Condition that is the subject of the Existing RTNs) is required or permitted pursuant to this Agreement ("Other Work"), the means and methods employed in undertaking such Other Work shall be subject to the prior approval of Buyer.

In determining the means and methods used to implement any Existing RTN Work and/or Other Work to be performed by Seller, to the extent such means and methods require Buyer's approval pursuant to the provisions set forth above, Seller shall cause Seller's LSP to take into account Buyer's plan to redevelop the Premises in a timely manner.

If there is proposed any material disturbance or removal of soils in connection with any Existing RTN Work (other than disturbance or removal of soils in connection with the installation, relocation and/or removal of monitoring wells and injection wells), and, as a condition to Buyer's approval, Buyer (in conjunction with Buyer's Licensed Site Professional ("Buyer's LSP")) proposes an alternative means and/or method with respect to such disturbance or removal, and if Seller's LSP is in agreement that such alternative is in compliance with the MCP and is consistent with the standard of care ordinarily exercised under similar circumstances by qualified professionals and consultants undertaking similar work in the same locality and at the same time, then Seller's LSP shall perform the applicable Existing RTN Work using the agreed-upon alternative means and/or method. If Seller's LSP and Buyer's LSP do not agree that Buyer's proposed alternative is in compliance with the MCP or consistent with the standard of care described above, then Buyer may elect to perform such Existing RTN Work using the proposed alternative means and/or method subject to the terms and conditions set forth below. If Seller's LSP and Buyer's LSP do not agree that Buyer's proposed alternative is in compliance with the MCP or consistent with the standard of care described above, and Buyer does not elect to perform such Existing RTN Work using the proposed alternative means and/or method in accordance with the terms and conditions set forth below, then Seller shall have the right to perform such Existing RTN Work using the means and method recommended by Seller's LSP.

If, however, Seller requests approval to perform any Other Work and, as a condition to Buyer's approval, Buyer (in conjunction with Buyer's LSP) proposes that an alternative means and/or method be used to implement such Other Work, and if Seller's LSP is in agreement that such alternative is in compliance with the MCP and is consistent with the standard of care described

above, then Seller's LSP shall perform the applicable Other Work using the agreed-upon alternative means and/or method. If Buyer's LSP and Seller's LSP do not agree that Buyer's proposed alternative is in compliance with the MCP and consistent with the standard of care described above, then Buyer may elect to perform such Other Work using the proposed alternative means and/or method subject to the terms and conditions set forth below. If Seller's LSP and Buyer's LSP do not agree that Buyer's proposed alternative is in compliance with the MCP or consistent with the standard of care described above, and Buyer does not elect to perform such Other Work using the proposed alternative means and/or method in accordance with the terms and conditions set forth below, then Seller shall have the right to perform such Other Work using the means and method recommended by Seller's LSP.

If Seller's LSP and Buyer's LSP do not agree, pursuant to the applicable paragraph set forth above, that Buyer's proposed alternative means and/or method with respect to any Existing RTN Work or Other Work (any such proposed alternative means and/or method being referred to herein as an "Alternative Method") is in compliance with the MCP or consistent with the standard of care described above in the preceding two paragraphs, Buyer may elect to perform the Existing RTN Work or Other Work, as applicable, using the Alternative Method subject to the following terms and conditions:

(i) Buyer's election to perform the Existing RTN Work or Other Work using the Alternative Method shall be made by notice (the "Alternative Method Notice") given by Buyer to Seller within five (5) business days after receipt by Buyer of notice from Seller or Seller's LSP confirming that Seller's LSP does not agree that the Alternative Method complies with the MCP or is consistent with the standard of care described above;

(ii) Buyer's election pursuant to clause (i), above, shall be effective only if accompanied by written documentation from Buyer to Seller pursuant to which Buyer also agrees with Seller to thereafter become the Responsible Party pursuant to the MCP (310 CMR 40.0006) with respect to the Environmental Condition that is the subject of the Existing RTNs or the Environmental Condition that is the subject of the Other Work to be performed using the Alternative Method;

(iii) Buyer shall perform such Existing RTN Work or Other Work in all events within the time period for the performance of such Existing RTN Work or Other Work as required by applicable law; and

(iv) Upon commencement of such Existing RTN Work or Other Work by Buyer, (A) the obligation of Seller to perform any assessment, remediation or other work pursuant to the provisions of this Section 1.1 with respect to the Environmental Condition that is the subject of the Existing RTNs or the Environmental Condition that is the subject of the Other Work to be conducted by Buyer shall automatically and immediately terminate, and (B) the indemnity of Seller set forth in Section 1.2 of this Agreement with respect to the Environmental Condition that is the subject of the Existing RTNs or the Environmental Condition that is the subject of the Other Work to be conducted by Buyer shall automatically and immediately terminate.

The cost of performing the applicable Existing RTN Work or Other Work using the Alternative Method, whether performed by Seller or Buyer pursuant to the provisions set forth above, shall be paid as follows: (A) Seller shall be responsible for payment of the portion of such cost equal to the cost that would have been incurred by Seller if Seller had performed the Existing RTN Work or Other Work, as applicable, using the means and method originally recommended by Seller's LSP, which means and method shall have taken into account Buyer's plan to redevelop

the Premises in a timely manner as aforesaid, and if Seller had prosecuted such Existing RTN Work or Other Work (which for these purposes shall include both the initial Environmental Work and also ongoing and future Environmental Work using the same means and method) to completion in order to fully address the Environmental Condition that was the subject of such work in accordance with applicable law ("Seller's Cost Share"); and (B) Buyer shall be responsible for payment of any cost in excess of Seller's Cost Share in order to perform such Existing RTN Work or Other Work using the Alternative Method and to prosecute such Existing RTN Work or Other Work (which for these purposes shall include both the initial Environmental Work and also ongoing and future Environmental Work using the same means and method) to completion in order to fully address the Environmental Condition that is the subject of such work in accordance with applicable law ("Buyer's Cost Share"). In determining Seller's Cost Share and Buyer's Cost Share, any such costs that would have been or will be incurred over a period of time shall be discounted to present value using an agreed-upon discount rate of five percent (5%) per annum, and it shall also be assumed that such Existing RTN Work or Other Work as required to fully address the Environmental Condition that is the subject of such work, including ongoing monitoring and operations and maintenance activities as required to fully address such Environmental Condition, will not be required to be continued for more than ten (10) years. For the purpose of determining the parties' respective share of such costs, Buyer's LSP and Seller's LSP shall each submit their estimates of Seller's Cost Share and Buyer's Cost Share. If the estimates for both Seller's Cost Share and Buyer's Cost Share are within ten percent (10%) of one another, Seller's Cost Share and Buyer's Cost Share shall be the average of such costs as determined by Buyer's LSP and Seller's LSP. If the difference between such estimates as determined by Buyer's LSP and Seller's LSP is greater than ten percent (10%), then the parties shall select a mutually acceptable third-party reputable environmental consultant who, at the time of selection, shall have no contractual or adversarial relationship with either Buyer or Seller or the affiliates of either ("Neutral Party") to review each estimate of Seller's Cost Share and Buyer's Cost Share as determined by Buyer's LSP and Seller's LSP to make a final determination of such costs. If Buyer and Seller are unable to mutually agree upon a third-party consultant meeting the criteria set forth above, Neutral Party shall be selected jointly by Buyer's LSP and Seller's LSP in accordance with the criteria set forth above. Neutral Party's determination of such costs shall be final and binding upon the parties. Buyer shall pay the fees of Buyer's LSP and the fees of Neutral Party in connection with this process, and Seller shall pay the fees of Seller's LSP in connection with this process. If, at the time of determination of Buyer's Cost Share and Seller's Cost Share pursuant to this paragraph, the Existing RTN Work or Other Work, as applicable, has not been commenced using the Alternative Method, Buyer may elect, by notice given by Buyer to Seller within five (5) business days of such determination, to withdraw the Alternative Method Notice, in which event Seller shall have the right to perform the Existing RTN Work or Other Work, as applicable, using the means and method recommended by Seller's LSP as if the Alternative Method Notice had not been given.

Seller shall provide at least two (2) business days' prior notice to Buyer of any sampling of any materials from any monitoring or injection wells and Seller shall provide at least four (4) business days' prior notice to Buyer of the performance of any other Environmental Work on the Premises (except in the case of an emergency or if any entry is upon any portion of the Premises that is leased to Seller, in which case no notice shall be required). Notwithstanding the foregoing, if any monitoring wells or injection wells are required to be installed or relocated, Buyer shall have the right to reasonably approve the location of such wells on the Premises. Prior to making any submission to DEP with respect to the Environmental Work, Seller shall provide to Buyer a copy of the proposed submission and Seller shall give Buyer the opportunity to promptly review and provide reasonable comments on such submission, and, if such submission pertains to any material disturbance or removal of soils (other than disturbance or removal of soils in connection with the installation, relocation and/or removal of monitoring

wells or injection wells), Buyer shall have the right to approve such submission which approval shall not be unreasonably withheld or delayed. Except as expressly set forth otherwise in the prior sentence, the right granted to Buyer pursuant to the prior sentence is the right to comment only and Seller shall not be required to obtain Buyer's approval of any such submissions made by Seller or on Seller's behalf to DEP with respect to the Environmental Work; provided, however, that nothing contained herein shall limit or restrict Buyer's right to make comments to DEP with respect to any such submissions.

1.2 Seller Indemnity.

(a) Subject to the provisions set forth herein, Seller shall indemnify, defend and hold Buyer and its affiliates, and their respective officers, directors, partners, members, managers, trustees, shareholders, employees, representatives, agents, successors, assigns and lenders ("Buyer's Related Parties") harmless from and against any and all liabilities, damages, penalties, orders, claims, judgments, losses, costs or expenses, including, without limitation, reasonable attorneys' fees (collectively, "Claims, Damages and Expenses") directly and proximately related to (i) any damage to any improvements or tangible personal or real property located on or near the Premises or any personal injury occurring as the result of any exposure to any release caused by Seller, Seller's Affiliates or any agent, contractor or employee of Seller ("Seller Related Parties") into the environment of any Hazardous Substance in, under, or about the Premises; (ii) any breach of Seller's obligations under this Agreement; or (iii) any Claims, Damages and Expenses brought or incurred by any third parties, including without limitation any governmental authority, as a result or arising out of one or more of the Environmental Conditions and/or performance of the Environmental Work; provided, however, that notwithstanding any provision of this Agreement to the contrary, Seller shall not in any case be liable or responsible under this Section 1.2 or under any other provision of this Agreement (or under any statutory or common law theory) for or with respect to any Claim, Damage or Expense of any form or type (each of the following, a "Buyer Claim") to Buyer for (i) any form of special, incidental or consequential damage, including, without limitation, any loss of profits, proceeds or rents (except as provided in the Leases); (ii) any loss of reputation or goodwill; (iii) any loss of any actual or prospective economic or business opportunity or contractual relations; (iv) any "stigma" damages; or (v) any damages related to delays in development, leasing, occupying, operations, construction or income streams resulting therefrom (except as provided in the Leases) (collectively, "Special Damages"). Seller's obligations under this Section 1.2 (or under any other provision of this Agreement) shall also not apply to any Claims, Damages or Expenses to the extent the same are caused by or arise out of any release into the environment of any Hazardous Substance in, on, under or about the Premises caused by or resulting from any act or omission by Buyer, Buyer's Related Parties or any third party (other than Seller and the Seller Related Parties) from and after the closing of the sale of the Premises to Buyer, or arising out of the fact that the scope of damage caused by and/or remediation of any Seller Release is exacerbated or made more time consuming or costly by any act or omission by Buyer or any Buyer Related Party in violation of Environmental Law. An "Affiliate" shall mean, as to any designated person or entity, any other person or entity which controls, is controlled by, or is under common control with, such designated person or entity.

(b) Notwithstanding any provision of this Agreement to the contrary, Seller shall have no obligation or liability hereunder or otherwise with respect to any release into the environment of any Hazardous Substance which occurs in, on, or under the Premises following the Closing, except to the extent any such release (i) is caused by Seller or Seller Related Parties post-Closing or by the exercise of Seller's performance of the Environmental Work or by Seller's failure to perform the Environmental Work as required by this Agreement; or (ii) was caused by Seller or Seller Related Parties pre-Closing and is discovered post-Closing.

To the extent that any Hazardous Substance is discovered in, on or under the Premises following the Closing and was caused by Seller or Seller Related Parties as aforesaid, subject to Section 1.1 above, the definition of Environmental Work shall be modified to incorporate any additional assessment and remediation activities and additional locations on the Premises at which such activities are to be performed by Seller.

(c) Pursuant to that certain Access Easement Agreement ("Access Easement Agreement") of even date herewith by and between Buyer and Seller, Buyer has granted Seller certain easements in connection with Seller's performance of its Environmental Work. Seller shall have no obligation or liability under this Agreement, and shall not be required to indemnify Buyer, unless and until and only for so long as Buyer (or, as applicable, any mortgagee of the Premises or any successor to Buyer or such mortgagee) grants to Seller access to the Premises in accordance with the Access Easement Agreement and Seller's indemnity obligations under this Agreement shall be expressly conditional upon Seller being provided such access to the Premises in accordance with the terms of the Access Easement Agreement.

1.3 Negotiation and Settlement. Except as set forth in this Agreement, Seller shall have the exclusive right to control on behalf of Buyer any and all negotiations, settlement discussions, investigations, testing, monitoring, defenses, trials, actions, proceedings, hearings, remedial measures, and other resolutions arising out of, incidental to, or in connection with Seller's remediation and indemnification obligations; provided, however, (i) nothing herein shall prohibit Buyer from taking any actions required for Buyer to comply with the requirements of any law applicable to it (to the extent applicable and after reasonable advance notice to Seller); and (ii) in the event Seller's actions have resulted in the threatened imposition of civil or criminal fines and penalties, Buyer, at Buyer's sole cost, shall have the right to select independent counsel of its own choosing to protect its interests. Notwithstanding the foregoing, Seller shall provide Buyer with copies of all material documents submitted to and received from DEP or any other governmental authority in connection with the Environmental Condition and the Environmental Work promptly upon receipt or delivery. With respect to any Environmental Work requiring Buyer's prior consent, Buyer shall have the right to review and approve without limitation all investigations, remedial alternatives, remedial plans, and any reports and studies in connection with the Environmental Condition or the Environmental Work and all other response actions required by the MCP, and all communications regarding the Environmental Condition or the Environmental Work with the DEP and any other governmental officials and third parties, including without limitation any conditions proposed to be incorporated into the Permanent RAO and any activity and use limitation or similar restriction proposed with respect to the Premises, such review to be completed promptly.

1.4 Claims Period. Notwithstanding any provision of this Agreement to the contrary, Seller shall not be liable to Buyer for any Buyer Claim against Seller including, but not limited to, (a) any breach of Seller's obligations under this Agreement, (b) any violation of any obligation relating to this Agreement, the Purchase Agreement, the Access Easement Agreement or the Premises relating to the existence or release (or threatened existence or release) of Hazardous Substances or the violation of any Environmental Law, or (c) any common law theory or claim relating to the existence or release (or threatened existence or release) of any Hazardous Substances in, on or about or under the Premises at any time following the date that is five (5) years following completion of the filing of the Permanent RAO (which may be filed for the entire Premises or portions thereof as permitted under the MCP) or such later date to the extent that any audit is conducted by DEP within such five (5) year period and DEP requires additional remediation activities to be undertaken at the Premises (the "Claims Survival Date"), unless, as to any such Buyer Claim, Buyer shall notify Seller in writing of the existence of the Buyer Claim in question prior to the Claims Survival Date, which notification (a "Claim Notice")

shall contain a reasonable description of the nature of the Buyer Claim or the facts, circumstances, conditions or events then known by Buyer which give rise to the Buyer Claim in question, and no later than six (6) months following the Claims Survival Date (the "Action Survival Date"), Buyer shall file an action in an appropriate judicial venue asserting such Buyer Claim against Seller. Any Buyer Claim for which a Claim Notice is not submitted by Buyer to Seller on or prior to the Claims Survival Date (or if a Claim Notice is so timely submitted for a Buyer Claim, with respect to which an action is not duly filed in an appropriate judicial venue on or before the Action Survival Date) shall, from and after the Claims Survival Date (or the Action Survival Date, as the case may be), be deemed to have been irrevocably waived by Buyer and rendered null and void and of no further force or effect.

2. Special Buyer Obligations.

2.1 Buyer Covenants. Buyer shall not exacerbate any existing Hazardous Substances contamination as of the date of this Agreement or materially increase Seller's remediation costs. Buyer and Buyer's Related Parties shall not undertake any remediation at the Premises, that is otherwise a Seller obligation, without first notifying Seller in writing; provided, however, if Seller fails to perform its obligations under this Agreement after written notice from Buyer or otherwise fails to complete any of the Environmental Work as set forth herein, Buyer shall have the right to take such actions necessary to complete the Environmental Work in accordance with the MCP, at Seller's cost and expense.

2.2 Buyer Indemnity. Buyer shall indemnify, defend and hold Seller harmless from and against any and all Claims, Damages and Expenses asserted against or incurred by Seller or any Affiliate of Seller in connection with the release of any Hazardous Substances at, in, on, under, or about the Premises by Buyer or any Buyer Affiliate or any successor, agent, tenant (including, without limitation, any subtenant or other occupant of the Premises, but excluding Seller in its capacity as a tenant of the Premises), contractor, employee or representative of Buyer or any Buyer Affiliate.

2.3 Property Visits. Buyer acknowledges and agrees that, at any time after the Closing, Seller and Seller Related Parties may, at no cost to Seller, come upon the Premises in accordance with the provisions of this Agreement and the Access Easement Agreement. Seller shall have no duty to visit or observe the Premises or to conduct tests, and no site visit, observation, or testing by any Seller Related Party shall impose any liability on any Seller Related Party which liability is not expressly set forth herein. In no event shall any site visit, observation, or testing by any Seller Related Party be a representation that Hazardous Substances are or are not present at, in, on, under, or about the Premises, or that there has or has not been or shall or shall not be compliance with any Environmental Law. Neither Buyer nor any other party is entitled to rely on any site visit, observation, or testing by any Seller Related Party. Except as expressly set forth herein, in the Purchase Agreement, or in the Access Easement Agreement, or as may be required by applicable law, the Seller Related Parties owe no duty of care to protect Buyer or any other party against, or to inform Buyer or any other party of, any Hazardous Substances located in, on, under or about the Premises or any other adverse condition affecting the Premises; provided, however, that nothing in this Section 2.2 shall impact or limit any of Seller's obligations set forth in this Agreement.

2.4 Notice; Access to Records. Following the Closing, Buyer and Seller shall promptly notify the other (a) of any release of Hazardous Substances at, in, on, under, or about the Premises of which it has actual knowledge, (b) of any notice received by either party from any applicable regulatory agency, any tenant, subtenant, or occupant of the Premises, or any owner, operator, tenant, subtenant, or occupant of any adjacent property, regarding the release of

any Hazardous Substances at, in, on, under, or about the Premises, and (c) if either party knows or believes that the other party shall be subject to any threatened or pending investigation relating to the Premises by any governmental agency under any Environmental Law. In connection with any notice given pursuant to this Section 2.4, the party giving such notice shall grant to the other party, without charge and upon reasonable advance notice, full and complete access during normal business hours to all unprivileged files, books, and records of the party giving such notice regarding, or otherwise relating to, the existence or release or suspected existence or release of, and the use, storage, handling, manufacture, transport, and remediation of matters which are the subject of this Section 2.4. If, in any particular instance with respect to any particular release, notice or investigation (the "Event"), Buyer determines that the Event does not involve any matters for which Seller may be potentially liable under this Agreement, Buyer may elect not to promptly notify Seller of the Event in accordance with the provisions set forth above in this Section 2.4, provided that if Buyer elects not to notify Seller of the Event Buyer shall be deemed to have released Seller from any obligations or liability under this Agreement related solely to that Event, including without limitation any indemnification obligations under this Agreement that may otherwise arise out of or result solely from that Event. Seller shall provide to Buyer in a timely manner, at Seller's cost and expense, complete copies of all final test results, final reports and other final data relating to the Premises and filed with DEP or other governmental agencies, and all material correspondence and notices of hearings and other similar proceedings between Seller and DEP or other governmental agencies, all to the extent such results, reports, data, correspondence and notices pertain to the subject matter of this Agreement. Upon receipt by Seller of a Permanent RAO, Seller shall deliver a copy (or copies) thereof to Buyer via overnight delivery or certified mail, return receipt requested, at the address set forth in Section 4.7 below. To the extent that Buyer performs assessment or remedial work as provided herein, so long as the provisions of this Agreement remain in effect and the assessment or remedial work pertains to a portion of the Premises for which Seller continues to be a responsible or potentially responsible party, Buyer shall provide Seller in a timely manner, at Buyer's cost and expense, complete copies of all final test results, final reports and other final data relating to the Premises and filed with DEP or other governmental agencies, and all material correspondence and notices of hearings and other similar proceedings between Buyer and DEP or other governmental agencies, all to the extent such results, reports, data, correspondence and notices pertain to the subject matter of this Agreement.

2.5 Site Redevelopment. Buyer acknowledges and agrees to provide Seller with copies of its plans to redevelop the Premises (the "Redevelopment Plans") and to allow Seller to review and comment upon such Redevelopment Plans solely to the extent Seller's LSP believes that any redevelopment activity may have an adverse effect upon existing environmental conditions or may result in a potential threat to health or the environment. At the time of delivery of any Redevelopment Plans to Seller, Buyer shall provide Seller with information as to any monitoring and/or injection wells that, as a result of the intended redevelopment, would require relocation and/or abandonment or decommissioning. Buyer (and Buyer's LSP) and Seller (and Seller's LSP) shall cooperate to determine alternative locations and processes with respect to the relocation of any wells or the abandonment of existing wells. Modifications to the locations of any wells that are ultimately required as a result of Buyer's redevelopment of the Premises shall be performed at Buyer's cost and expense. Seller agrees to perform its review of the Redevelopment Plans and provide its comments within ten (10) business days of receipt. If Seller's LSP believes that Buyer's activities pursuant to the Redevelopment Plans may either (i) exacerbate existing environmental conditions; or (ii) pose a threat to health or the environment due to the potential for exposure to Hazardous Substances, then at Seller's election, Seller may, at Seller's cost, elect to incorporate mitigation measures or engineering controls (including, but not limited to, passive or active ventilation systems, vapor barriers with welded perforations, or increased air circulation) into Buyer's Redevelopment

Plans. If Seller elects to incorporate mitigation measures or engineering controls as part of the comments it provides as aforesaid, Seller shall provide any plans for such measures and/or controls within fifteen (15) business days after receipt of the Redevelopment Plans. Notwithstanding anything herein to the contrary, Buyer agrees that Buyer shall not negatively affect any existing remedial activities of Seller in performance of its redevelopment activities.

3. Default. It is agreed that the rights granted to the parties to this Agreement are of a special and unique kind and character and that, if there is a breach by any party hereto of any provisions of this Agreement, the other party may not have an adequate remedy at law. Buyer and Seller expressly agree, therefore, that in addition to any rights expressly set forth in this Agreement, but subject to the claims period set forth in Section 1.4 of this Agreement, the rights of the parties hereto may be enforced by an action for specific performance and such other equitable relief as is provided by applicable law. Additionally, subject to said Section 1.4, in the event of any interference or threatened interference with any of the rights of the parties hereto under this Agreement, such rights may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and requiring compliance with the terms and provisions of this Agreement, which restraining orders and injunctions will be obtainable upon proof of inadequacy of legal remedies or irreparable harm; provided, however, that the foregoing shall in no way constitute or be deemed to constitute an election of remedies or a waiver of any other rights or remedies available herein, at law or in equity.

4. Execution and Enforcement.

4.1 Waiver. No waiver by either Seller or Buyer of any provision of this Agreement or of any breach by the other party hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by such party. Any consent to or approval of any act given by either party hereunder shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act with respect to which such party's consent or approval is required hereunder.

4.2 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts (without regard to the Conflict of Laws provisions of Massachusetts law) and the Federal laws of the United States.

4.3 Conflict with Law. The illegality, invalidity or unenforceability of any term or provision of this Agreement shall in no way impair or invalidate any other provision of this Agreement, and such remaining provisions shall remain in full force and effect.

4.4 Amendment. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by each party hereto.

4.5 Binding Effect. All of the terms and provisions contained herein shall inure to the benefit of and be binding upon the parties hereto and each of their respective heirs, legal representatives, successors and assigns. The rights and obligations of Seller are expressly transferable to Seller's corporate successors and assigns (by way of merger, reorganization, sale of assets or any comparable transaction); provided, however, in no case shall Seller be released from any of its obligations hereunder. Notwithstanding the foregoing, Buyer may not assign or transfer its rights or obligations under this Agreement without the prior written notice to Seller (in which event such transferee shall assume in writing all of Buyer's obligations hereunder, but Buyer shall not be released from its obligations hereunder) provided, however,

that Buyer may only assign its rights hereunder for the period that this indemnity is in effect as provided herein for all or a portion of the Premises.

4.6 Enforcement Costs. In the event of any legal action or proceeding brought by either party against the other arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred in such action. Such amounts shall be included in any judgment rendered in any such action or proceeding.

4.7 Notices. Any notice required of or desired by either party to be delivered hereunder shall be delivered to Buyer or Seller as set forth below:

Notices to Buyer: BPR Development LLC
2310 Washington Street
Newton Lower Falls, MA 02462
ATTN: Edward L. Marsteiner

With copy to: Cara J. Nelson, Esq.
DLA Piper LLP
33 Arch Street, 26th Floor
Boston, MA 02110

Notices to Seller: Raytheon Company
870 Winter Street
Waltham, MA 02451
Attention: Jerry A. Cellucci, Esq.

With copy to: Daniel J. Ossoff, Esq.
Rackemann, Sawyer & Brewster
160 Federal Street
Boston, MA 02110

or to any other address that may be given by one party to the other by notice given pursuant to this Section 4.7. Such notices and other communications shall be deemed to be given (a) upon delivery, if delivered in person, (b) three (3) business days following deposit in the U.S. mail, if delivered by registered or certified mail, postage prepaid, and (c) the following business day, if delivered by nationally recognized overnight courier, fees prepaid.

4.8 Time. Time is of the essence of this Agreement and each and all of its provisions.

4.9 Defined Terms; Headings. The headings and titles to the articles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

4.10 Limitation of Liability. Buyer agrees that in no event whatsoever shall it look to the parents, subsidiaries, or other Affiliates of Seller (except any assignee of Seller pursuant to Section 4.5, above), or to any of their respective shareholders, officers, directors, trustees, employees, advisors, or agents for satisfaction of any liability or obligation of Seller under or relating to this Agreement or the Premises.

4.11 Entire Agreement. This Agreement together with the Purchase Agreement and the Access Easement Agreement contain all of the agreements of the parties hereto with respect to all matters covered or mentioned in this Agreement. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose.

4.12 Counterparts. This Agreement and any modifications, changes, or amendments to it, may be executed in one or more identical counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

4.13 Prohibition Against Recording. Neither this Agreement nor any memorandum, affidavit or other writing with respect thereto shall be recorded by either Buyer or Seller or by anyone acting through, under or on behalf of Buyer or Seller.

[SIGNATURES APPEAR ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

RAYTHEON COMPANY,
a Delaware corporation

By: /EXHIBIT - DO NOT SIGN/

Name:

Title:

BUYER:

BPR DEVELOPMENT LLC,
a Delaware limited liability company

By: /EXHIBIT - DO NOT SIGN/

Name: _____

Title:

Exhibit G

to

**Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer
Form of Bill of Sale and Assignment and Assumption of Licenses
Permits, Approvals, Warranties, Guaranties, and
Plans and Specifications**

**BILL OF SALE
AND ASSIGNMENT AND ASSUMPTION OF LICENSES,
PERMITS, APPROVALS, WARRANTIES,
GUARANTIES, AND PLANS AND SPECIFICATIONS**

Reference is made to a certain parcel of land, together with the buildings and improvements thereon, located at 526 and 528 Boston Post Road, Sudbury, Massachusetts (the "Premises"), more particularly described in Exhibit A attached hereto, which is being conveyed pursuant to a Quitclaim Deed of even date herewith by RAYTHEON COMPANY, a Delaware corporation with an address of 870 Winter Street, Waltham, MA 02451 ("Seller") to BPR DEVELOPMENT LLC, a Delaware limited liability company with an address of _____ ("Buyer").

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby assigns, conveys, transfers and sets over unto Buyer all of its right, title and interest in and to the following:

1. All fixtures, equipment and other personal property owned by Seller and located on the Premises and used by Seller in connection with the operation of the building systems on the Premises (including without limitation the wastewater treatment plant located on and serving the Premises), but excluding (i) all such fixtures, equipment and personal property used by Seller in the operation of its business on the Premises and (ii) the items which Seller is permitted to remove at the end of the term of the Leases (as defined in Paragraph 16 of that certain Purchase and Sale Agreement dated _____, 2015 by Seller and Buyer) in accordance with the terms of the Leases (the "Personal Property");
2. All permits, licenses, approvals, warranties and guaranties (the "Permits") relating to the buildings on the Premises or to machinery or equipment which is conveyed by this Bill of Sale and Assignment which have been obtained by Seller or on behalf of Seller (excluding, however, those permits, licenses, and approvals related solely to the on-going operation by Seller of its business on the Premises), but only to the extent that such assignment is allowed pursuant to the terms and conditions of any such Permit or pursuant to applicable law; and
3. All plans, drawings and specifications (the "Plans") relating to the buildings on the Premises and related equipment which is conveyed by this Bill of Sale and

Assignment, but only to the extent that such assignment is allowed pursuant to the agreement under which such materials were prepared.

This Bill of Sale and Assignment is without warranty and without recourse, in any event, to Seller, other than that Seller hereby represents and warrants to Buyer that Seller has full right, power and authority to convey and assign the Personal Property, the Permits and the Plans to Buyer. The Personal Property is transferred hereby in "as is" condition. Pursuant to this Bill of Sale and Assignment, Buyer shall succeed to all rights of Seller and, by execution of this document, Buyer agrees to assume all obligations of Seller relating to or arising out of the Personal Property, the Permits and the Plans, arising from and after the date hereof. Notwithstanding the foregoing, Seller will continue to be liable for all obligations of Seller relating to or arising out of the Personal Property, the Permits and the Plans and arising on or before the date hereof.

[SIGNATURES APPEAR ON NEXT PAGE.]

EXECUTED under seal as of this ___ day of _____, 2015.

SELLER: RAYTHEON COMPANY, a Delaware corporation

By: [EXHIBIT – DO NOT SIGN]

Name:

Title:

BUYER: BPR DEVELOPMENT LLC, a Delaware limited liability company

By: [EXHIBIT – DO NOT SIGN]

Name:

Title:

EXHIBIT A
to
**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF
LICENSES, PERMITS, APPROVALS, WARRANTIES,
GUARANTIES, AND PLANS AND SPECIFICATIONS**
from
RAYTHEON COMPANY
to
BPR DEVELOPMENT LLC

526 Boston Post Road, Sudbury, Massachusetts:

The land in Sudbury, Middlesex County, Massachusetts shown as Lot A on a plan entitled "Plan of Land in Sudbury, Massachusetts", dated November 27, 1967, revised through February 1, 1968, by Albert A. Miller and Wilbur C. Nylander, Civil Engineers and Surveyors, and recorded with the Middlesex South Registry of Deeds in Book 11462, Page 644.

For Seller's title see deed dated June 25, 1979 from John Hancock Mutual Life Insurance Company and recorded in the Middlesex South Registry of Deeds in Book 13723, Page 417.

528 Boston Post Road, Sudbury, Massachusetts

The land in Sudbury, Middlesex County, Massachusetts shown as Lot B on a plan entitled "Plan of Land in Sudbury, Massachusetts", dated November 27, 1967, revised through February 1, 1968, by Albert A. Miller and Wilbur C. Nylander, Civil Engineers and Surveyors, and recorded with the Middlesex South Registry of Deeds in Book 11462, Page 644.

For Seller's title see deed dated June 26, 2008 from David F. Bolger and recorded in the Middlesex South Registry of Deeds in Book 51383, Page 258.

Exhibit H

to

Purchase and Sale Agreement Between

Raytheon Company, Seller, and

BPR Development LLC, Buyer

Form of Parties in Possession and Mechanics Lien Affidavit

TITLE INSURANCE AFFIDAVIT

TO: _____ Title Insurance Company (the "Title Insurance Company")

RE: 526 and 528 Boston Post Road, Sudbury, Massachusetts (the "Premises")

The undersigned owner of the Premises does under oath depose and say, and certify to the Title Insurance Company, that:

1. There are no tenants or other occupants presently in possession of the Premises or who have the right to be in possession of the Premises, except for the undersigned who will continue to occupy a portion of the Premises in accordance with the terms of two Leases dated _____ with BPR Development LLC (Buyer). In the event that any other person presently occupies or is in possession of the Premises, or has the right to be in possession of the Premises, the undersigned agrees to indemnify and hold harmless the Title Insurance Company from any and all claims, demands, expenses, costs, liabilities and obligations arising out of or incurred in connection with such occupancy or possession.
2. There is no person to whom a debt is due for labor or materials furnished in the erection, alteration, repair or removal of a building or structure upon the Premises by virtue of an agreement with, or by the consent of, the undersigned, or of a person having authority from or rightfully acting for the undersigned in promising or furnishing such labor or materials, for work actually performed during the past ninety-three (93) days. In the event that any debt is due for such labor or materials as hereinabove described, the undersigned agrees to indemnify and hold harmless the Title Insurance Company from any and all claims, demands, expenses, costs, liabilities and obligations arising out of or incurred in connection with said debt.
3. In consideration of the Title Insurance Company issuing its policy or policies without making exception therein of matters which may arise between the date of this Title Insurance Affidavit and the date the documents creating the interest being insured have been filed for record and which matters may constitute an encumbrance on or affect the title, the undersigned agrees to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title (collectively, "objection(s) to title") which may arise or be filed, as the case may be, against the Premises as a result of any act or omission of the undersigned during the period of time between the date of this Title Insurance Affidavit and the date of recording of all closing instruments, but in no event later

than one (1) business day after the date of this Title Insurance Affidavit, and to indemnify and hold harmless the Title Insurance Company from any and all claims, demand, expenses, costs, liabilities and obligations arising out of or incurred in connection with its failure to so remove, bond or otherwise dispose of any said objection(s) to title.

[SIGNATURE APPEARS ON NEXT PAGE.]

Executed as an instrument under seal as of this ___ day of _____, 2015.

RAYTHEON COMPANY

By: [EXHIBIT – DO NOT SIGN]

Name:

Title:

Subscribed and sworn to before me on this ___ day of _____, 2015.

 [EXHIBIT – DO NOT SIGN]
Notary Public

My Commission Expires: _____

Exhibit I

to

**Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer
Form of Affidavit of Non-Foreign Status**

NON-FOREIGN CERTIFICATION

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax under Section 1445 of the Code is not required upon the disposition of a U.S. real property interest by Raytheon Company, the undersigned hereby certifies the following on behalf of Raytheon Company:

1. Raytheon Company is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations thereunder);
2. Raytheon Company is not a disregarded entity as defined in Treasury Regulations Section 1.445-2(b)(2)(iii);
3. Raytheon Company's U.S. employer identification number is _____;
4. Raytheon Company's address is as follows:

870 Winter Street
Waltham, MA 02451
Attn: _____

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement made herein could be punished by fine, imprisonment or both.

The undersigned certifies that he is duly authorized to execute this document on behalf of Raytheon Company.

[SIGNATURE APPEARS ON NEXT PAGE.]

Under the penalties of perjury the undersigned declares that it has examined this certification and to the best of its knowledge and belief it is true, correct and complete.

RAYTHEON COMPANY

By: [EXHIBIT – DO NOT SIGN]

Name:

Title:

Dated: _____

Exhibit J
to
Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer
Copy of Confidentiality Agreement

[SEE ATTACHED.]

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT ("Agreement") is made and entered into as of the 8th day of October, 2014, by and between Raytheon Company, a Delaware corporation ("Seller"), and ND Acquisitions LLC., a limited liability company organized under the laws of the Commonwealth of Massachusetts, having an office at 2310 Washington Street, Newton Lower Falls, Massachusetts 02462 ("Buyer").

RECITALS:

WHEREAS, Buyer is considering the possible acquisition (the "Transaction") of that certain property owned by Seller and consisting of approximately 49.5 Acres of land with buildings and improvements thereon located at 528 Boston Post Road, Sudbury Massachusetts (the "Property"); and

WHEREAS, the parties desire to set forth the terms and conditions of an agreement covering the confidentiality and nondisclosure of certain discussions, information, documents, materials, negotiations, and related activities between Seller and Buyer with respect to the Transaction.

NOW, THEREFORE, in reliance upon the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Confidentiality of Information

Prior to the execution of the Purchase and Sale Agreement for the Property (the "P&S Agreement") and in the course of future discussions of the Transaction, Seller may have already furnished or may in the future furnish to, or has made or will make available for review by, Buyer certain information regarding the Property, including, without limitation, some or all of the following: plans, deeds, lease information, environmental and/or hazardous material reports, materials or documents, or other documents or writings containing or otherwise reflecting information concerning the Property, all of which information, documents, reports or materials shall be deemed to be of a confidential and/or proprietary nature. All reports, documents and information which thereafter may contain or reflect additional analyses, compilations or conclusions prepared from or using the information, documents, reports or materials furnished or made available by Seller, whether prepared by Buyer or by others at its direction shall also be deemed to constitute confidential and/or proprietary information (all confidential and/or proprietary information referred to in this paragraph shall be referred to herein collectively as the "Information".)

Notwithstanding the foregoing, the following shall not constitute Information for purposes of this Agreement: (i) information which is a matter of public record or has become generally available to the public other than as a result of a disclosure by or through Buyer or any Buyer Party (defined below); or (ii) information which was available to Buyer (from sources other

than Seller) on a non-confidential basis prior to its disclosure by Seller to Buyer. Buyer's covenants and agreements hereunder are made to induce Seller to permit Buyer access to such Information.

2. Use of Information

(a) Buyer will use the Information solely for the purpose of evaluating the Property as part of its due diligence and for pursuing arrangements for the purchase, lease, finance and operation of the Property. Buyer may disclose the Information to any person assisting Buyer with its analysis of the Property and any potential or actual investors, tenants, lenders or partners or principals, members, managers, directors, officers and affiliates and attorneys, accountants, consultants, and agents of Buyer (collectively, "Buyer Parties") who Buyer determines in good faith need to know such Information for the purpose of the discussions and/or negotiations between Buyer and Seller or between Buyer and any such Buyer Parties, or Buyer's or any such Buyer Party's analysis of the Property in connection therewith, and who have been advised by Buyer of the terms of this Agreement and who have agreed to abide by these confidentiality restrictions in writing in the form of the acknowledgment attached hereto as Exhibit A. Buyer will not disclose the Information to any other person or entity, and will not use the Information for any other purpose except as set forth above; provided that any disclosure or use of such Information to or by any person other than a Buyer Party may occur if Seller has previously consented to such disclosure to (or use by) such other person in writing, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Buyer shall not be required to advise a third party title agent or insurer or an engineer or surveyor, which is the recipient of Information consisting solely of title reports or policies or plans, drawings or surveys of the Property which are provided to such third party for the sole purpose of obtaining a title commitment and title survey for the Property, of this Agreement or seek agreement from such third party to abide by these confidentiality restrictions.

(b) Buyer agrees that, except as required by law or judicial process or with Seller's prior written consent or as permitted by the preceding paragraph, Buyer shall not disclose (and Buyer shall cause each Buyer Party to not disclose) to any person or entity the fact that Seller has made the Information available to Buyer.

(c) Buyer and the Buyer Parties shall not photocopy or otherwise reproduce any documents or writings containing any portion of the Information, except for the use of Buyer and the Buyer Parties as permitted hereunder. If the parties do not agree to go forward with this potential transaction in the form of a mutually satisfactory P&S Agreement, all such documents, writings and other Information, and any copies thereof will be returned by Buyer to Seller promptly upon Seller's written request.

(d) If Buyer or any Buyer Party is requested or required, orally or in writing, or by interrogatories, discovery, requests for information or documents, subpoenas, civil investigative demands, investigation by a regulatory authority or any similar legal process, to disclose any Information, Buyer shall promptly notify Seller in writing of such request or requirement so that

Seller, at Seller's expense, may seek an appropriate protective order, but Buyer shall have no obligation to resist or delay compliance with any such request or requirement.

3. Public Communications

Buyer hereby agrees to: (i) not make, without the prior written approval of Seller in its sole reasonable discretion, any comment, statement or communication to any representative of: (A) any community, homeowners or business association or entity, (B) any media entity (including, without limitation, any newspaper, television or radio firm or entity) or (C) any representative of any governmental or quasi-governmental body or agency with respect to any matter whatsoever relating to the sale, purchase, use or development of the Property or any portion thereof; (ii) not make or issue any statement or communication to any representatives of any of the groups or entities described in the foregoing clause (i) as to whether Buyer is, or has been selected to be, the purchaser of the Property or in any manner regarding the status or content of any purchase negotiations; and (iii) not independently engage in any negotiations or discussions with any governmental or quasi-governmental agency, body or official with respect to any matter involving the Property.

4. Remedies and Indemnification

(a) Buyer agrees: (i) that money damages alone would not be a sufficient remedy for any breach or threatened breach of this Agreement by Buyer or any Buyer Party; and (ii) that, in addition and without prejudice to all other remedies it may have hereunder, at law or in equity, including, without limitation, the remedies set forth in Section 4 (b) below. Seller shall be entitled to specific performance of this Agreement, or injunctive or other equitable relief, as a remedy for any such breach or threatened breach. Buyer further agrees to waive, and to cause each Buyer Party to waive, any requirement for the securing or posting of any bond by Seller in connection with the enforcement of any such remedy.

(b) IN ADDITION AND WITHOUT PREJUDICE TO ITS OTHER REMEDIES UNDER SECTION 4(a) ABOVE, IF BUYER OR ANY BUYER PARTY DISCLOSES INFORMATION IN VIOLATION OF THIS AGREEMENT, THEN BUYER AGREES THAT IT SHALL BE LIABLE TO SELLER FOR LIQUIDATED DAMAGES IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FOR EACH SUCH DISCLOSURE. THE PARTIES ACKNOWLEDGE THAT SELLER WILL SUFFER SUBSTANTIAL DAMAGES IF SUCH INFORMATION IS WRONGFULLY DISCLOSED, BUT THE DETERMINATION OF THE EXACT AMOUNT OF SUCH DAMAGE WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, AND THAT THE SUM OF TEN THOUSAND DOLLARS (\$10,000.00) FOR EACH SUCH DISCLOSURE IS A REASONABLE AMOUNT OF LIQUIDATED DAMAGES IN LIGHT OF ALL RELEVANT FACTS NOW KNOWN BY OR AVAILABLE TO THE PARTIES. PAYMENT OF ANY SUCH LIQUIDATED DAMAGES TO SELLER SHALL NOT AFFECT ANY OTHER REMEDIES AVAILABLE TO SELLER PURSUANT TO SECTION 4(a), INCLUDING, WITHOUT LIMITATION, THE PURSUIT OF INJUNCTIVE RELIEF.

Seller's Initials

E. L. M.
Buyer's Initials

5. Acknowledgments and Further Agreements

(a) Buyer acknowledges and agrees that, except as may be expressly provided in the P&S Agreement: (i) Seller is not making any representations or warranties as to the accuracy or completeness of any Information provided to Buyer or any of the Buyer Parties or regarding the right of Buyer to rely on such information; (ii) Buyer has an independent duty to analyze and evaluate the Information and the Property to which the Information pertains, and to obtain any additional information which it considers necessary or desirable for the analysis and evaluation of the same; and (iii) Seller shall have no liability hereunder resulting from the use by Buyer of any of the Information. Buyer further acknowledges that Seller has, and will incur, no liability to Buyer for any compensation, fee or expenses incurred by Buyer in connection with its evaluation of the Property or the review by Buyer of the Information.

(b) Each of Buyer and Seller agree that: (i) neither the execution of this Agreement or any performance hereunder will give rise to any obligation on the part of Buyer or Seller to enter into or consummate the P&S Agreement or the Transaction; (ii) notwithstanding this Agreement, each of Buyer and Seller shall retain absolute discretion to enter into or not enter into the P&S Agreement and the Transaction; and (iii) neither Buyer nor Seller shall rely on, or assert that this Agreement is the basis of any such obligation on the part of the other party.

6. Miscellaneous

(a) Acknowledgments. Buyer agrees to cause each Buyer Party who is provided access by Buyer to the Information under this Agreement to execute and deliver to Seller the "Acknowledgment of Confidentiality" attached hereto as Exhibit A.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

(c) Attorneys' Fees. Should any litigation or other dispute resolution process be commenced between the parties hereto or their representatives concerning any provision of this Agreement or the rights and duties of any person or entity in relation thereto, the party or parties prevailing in such litigation, whether by final judgment of out-of-court settlement, shall be entitled to, in addition to such other relief as may be granted to it, an award of all actual attorneys' fees and costs incurred in such litigation or proceeding, including, without limitation, fees and costs incurred with regard to post-judgment motions, appeal, contempt proceedings, garnishment, levy and debtor and third-party examinations, discovery, and bankruptcy litigation, without regard to any schedule or rule of court purporting to restrict such an award.

(d) Partial Invalidity. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

(e) Governing Law. The terms and provisions of this Agreement shall be governed and construed pursuant to the laws of the Commonwealth of Massachusetts.

(f) Construction. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(g) Notices. All notices or other communications required or permitted hereunder to be delivered as communicated from one party to another shall be in writing, and shall be personally delivered (including by means of professional messenger service), by facsimile (provided that a confirming copy is sent by air courier, personal delivery or regular mail) and shall be addressed as follows:

To Buyer:

ND Acquisitions LLC
2310 Washington Street
Newton Lower Falls, MA 02462
Attention: Thomas M. Alperin, President
Facsimile: (617) 973-9748

With a copy to:

ND Acquisitions LLC
2310 Washington Street
Newton Lower Falls, MA 02462
Attention: Richard P. Schwartz, Sr. VP and General Counsel
Facsimile: (617) 507-5825

To Seller:

Jerry A. Cellucci, Senior Corporate Counsel
c/o Real Estate Department
Raytheon Company
870 Winter Street
Waltham, MA 02451
Facsimile: (781) 522-6465

Notice given by counsel to a party shall be effective as notice from such party.

(h) Integration. This Agreement represents the entire and integrated agreement between Seller and Buyer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by both Seller and Buyer.

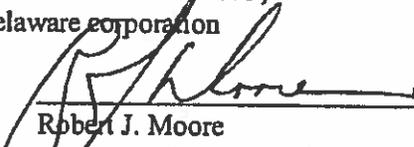
(i) Successors and Assigns. The terms, covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. As a condition of any permitted assignment of any rights to purchase the Property granted by Buyer, Buyer shall cause the assignee to assume and agree to perform all of Buyer's obligations hereunder.

(j) No Waiver. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any other breach or default, and no delay or forbearance by either party hereunder in enforcing any of its rights or remedies shall be deemed a waiver of any such rights or remedies, unless waiver is embodied in a writing signed by the authorized representative of the party to be bound.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"SELLER"

RAYTHEON COMPANY,
a Delaware corporation

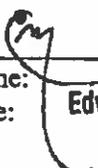
By: 

Robert J. Moore
Vice President-Business Services

"BUYER"

ND ACQUISITIONS LLC, a Massachusetts limited liability company

By: ND Real Estate, Inc.

By: 

Name: Edward L. Marsteiner
Title: Vice President

EXHIBIT A

ACKNOWLEDGMENT OF CONFIDENTIALITY

I, _____ hereby acknowledge and agree that I have read the Confidentiality Agreement entered into by Raytheon Company ("Seller") and _____ ("Buyer"), dated as of _____ (the "Agreement"). I understand the terms of the Agreement and I acknowledge and agree to abide by the Agreement, to keep confidential any and all Information, whether written or verbal, provided to me and to return any and all Information I have received or will receive as directed by the Buyer or any agents thereof or as directed by the Seller in accordance with the terms of the Agreement.

RECEIPT AND ACCEPTANCE ACKNOWLEDGED

BY: _____

NAME (PRINTED): _____

TITLE: _____

DATE: _____

Exhibit K
to
Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer
List of Reports

RTN 3-3037

Hydrologic Study, Raytheon Company Equipment Division Laboratories, 528 Boston Post Road, Sudbury Massachusetts. Goldberg-Zoino & Associates, May 1990.

Additional Environmental Studies (Work Plan), Raytheon Sudbury. GZA GeoEnvironmental, Inc., September 1991.

Additional Hydrogeologic Studies, Raytheon Company's Equipment Development Laboratories (EDL) Sudbury, Massachusetts. GZA GeoEnvironmental, Inc., November 1991.

No Further Response Action Letter, Raytheon EDL Facility, Sudbury, Massachusetts, Release Tracking Number 3-3037. GZA GeoEnvironmental, Inc., September 1993.

Affirmation Statement, Raytheon Company, 528 Boston Post Road, Sudbury, Massachusetts, Release Tracking Number 3-3037. GZA GeoEnvironmental, Inc., July 1997.

RTN 3-17106

Response Action Outcome Statement, Raytheon Company, 528 Boston Post Road, Sudbury, MA 01776. Clean Harbors Environmental Services, September 1998. Release Notification and Retraction Form (BWSC-103) included.

Notice of Noncompliance and Raytheon Response, Hydraulic Oil Release, RTN 3-17106, Department of Environmental Protection, Northeast Regional Office. September 1998. Response prepared by Clean Harbors Environmental Services, Inc. October 1998.

RTN 3-27243

Transmittal of Release Notification Form (BWSC103), Raytheon Company Facility, 528 Boston Post Road, Sudbury, Massachusetts (the "Site). GZA GeoEnvironmental, Inc., November 2017.

Notice of Responsibility under MGL 21E and the 310 CMR 40.0000, Re: Sudbury, 528 Boston Post Road, RTN 3-27243. Department of Environmental Protection, Northeast Regional Office, 205B Lowell St, Wilmington, Massachusetts, November 2007.

Notice of Availability, Phase I, Phase II, Phase III Report and Response Action Outcome, 528 Boston Post Road, Sudbury, Massachusetts. Release Tracking number 3-27243. GZA GeoEnvironmental, Inc., November 2008.

Phase I Initial Site Investigation, Phase II Comprehensive Site Assessment, Phase III Remedial Action Plan, and Class C Response Action Outcome Statement, 528 Boston Post Road, Sudbury, Massachusetts. GZA GeoEnvironmental, Inc., November 2008.

Periodic Review of the Temporary Solution, Class C Response Action Outcome, Raytheon Facility, 528 Boston Post Road, Sudbury, Massachusetts, Release Tracking Number 3-27243. GZA GeoEnvironmental, Inc., November 2013.

2015 Assessment Data Report, Raytheon Sudbury Facility, 528 Boston Post Road, Sudbury, Massachusetts. GZA GeoEnvironmental, Inc., April 2015.

Other

Letter to Mr Carl Feraco, Raytheon Company 528 Boston Post Road, Sudbury Massachusetts documenting removal of a 2000-gallon underground storage tank from the north side of the Boresite Building. Weston Geophysical, November 1988.

UST Site Assessment and Closure Report, Raytheon Boresite Building, Sudbury, Massachusetts. Weston Geophysical, June 1989.

UST Site Assessment and Closure Report, Raytheon Boresite Building, Sudbury, Massachusetts. Weston Geophysical, February 1990.

Groundwater Sampling, Sudbury EDL Site. Letter to Mr. Robert Moore, Raytheon Company, 141 Spring Street, Lexington, Massachusetts 02173. GZA GeoEnvironmental, March 1991.

Retention Pond Sediment Characterization Summary, Raytheon Sudbury Facility, 528 Boston Post Road, Sudbury, Massachusetts. GZA GeoEnvironmental, Inc., July 2012.

Storm Water Retention Pond Dredging and Construction Summary, Raytheon Sudbury Facility, 528 Boston Post Road Sudbury, Massachusetts. GZA GeoEnvironmental, Inc., December 2012.

Exhibit L

to

**Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer**

Representation Update Certificate

The undersigned, as Seller under a Purchase and Sale Agreement ("Purchase Agreement") dated as of _____, 2015 between Raytheon Company ("Seller") and BPR Development LLC ("Purchaser"), does hereby certify to Purchaser that subject to and with the benefit of all of the terms and conditions of the Purchase Agreement, the representations and warranties set forth in the Purchase Agreement are hereby reaffirmed and restated as of the date hereof as if set forth herein in their entirety.

Dated as of this ____ day of _____, 2015.

SELLER

RAYTHEON COMPANY

By: [EXHIBIT - DO NOT SIGN]

Name:

Title:

Representation Update Certificate

The undersigned, as Purchaser under a Purchase and Sale Agreement (“Purchase Agreement”) dated as of _____, 2015 between Raytheon Company (“Seller”) and BPR Development LLC (“Purchaser”), does hereby certify to Seller that subject to and with the benefit of all of the terms and conditions of the Purchase Agreement, the representations and warranties set forth in the Purchase Agreement are hereby reaffirmed and restated as of the date hereof as if set forth herein in their entirety.

Dated as of this ____ day of _____, 2015.

PURCHASER

BPR DEVELOPMENT LLC

By: /EXHIBIT - DO NOT SIGN/

Name:

Title:

Exhibit M

to
**Purchase and Sale Agreement Between
Raytheon Company, Seller, and
BPR Development LLC, Buyer**

Form of Deed

QUITCLAIM DEED

RAYTHEON COMPANY, a Delaware corporation, with an address at 870 Winter Street, Waltham, Massachusetts 02451 (“Grantor”),

for consideration paid in the sum of NINE MILLION AND NO/100 DOLLARS (\$9,000,000.00),

GRANTS to **BPR DEVELOPMENT LLC**, a Delaware limited liability company, with an address at 2310 Washington Street, Newton Lower Falls, Massachusetts 02462 (“Grantee”),

with QUITCLAIM COVENANTS, those certain parcels of land on Boston Post Road in Sudbury, Middlesex County, Massachusetts, commonly known as and numbered 526 and 528 Boston Post Road, and more particularly described as follows (the “Premises”):

526 Boston Post Road, Sudbury, Massachusetts:

The land in Sudbury, Middlesex County, Massachusetts shown as Lot A on a plan entitled “Plan of Land in Sudbury, Massachusetts”, dated November 27, 1967, revised through February 1, 1968, by Albert A. Miller and Wilbur C. Nylander, Civil Engineers and Surveyors, and recorded with the Middlesex South Registry of Deeds in Book 11462, Page 644.

For Grantor’s title see deed dated June 25, 1979 from John Hancock Mutual Life Insurance Company and recorded in the Middlesex South Registry of Deeds in Book 13723, Page 417.

528 Boston Post Road, Sudbury, Massachusetts

The land in Sudbury, Middlesex County, Massachusetts shown as Lot B on a plan entitled “Plan of Land in Sudbury, Massachusetts”, dated November 27, 1967, revised through February 1, 1968, by Albert A. Miller and Wilbur C. Nylander, Civil Engineers and Surveyors, and recorded with the Middlesex South Registry of Deeds in Book 11462, Page 644.

For Grantor’s title see deed dated June 26, 2008 from David F. Bolger and recorded in the Middlesex South Registry of Deeds in Book 51383, Page 258.

Grantor hereby represents that the conveyance of the premises hereby does not constitute the sale or transfer of all or substantially all of the Grantor’s assets within the Commonwealth of Massachusetts.

Massachusetts Deed Excise Tax Stamps in the amount of \$41,040.00 have been affixed hereto and canceled prior to recording.

[Signature appears on following page.]

Executed under seal as of the ____ day of _____, 2015.

RAYTHEON COMPANY

By: *[EXHIBIT - DO NOT SIGN]*

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, SS.

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of Raytheon Company, a Delaware corporation.

[EXHIBIT - DO NOT SIGN]

Notary Public

Printed Name: _____

My Commission Expires: _____

Seal

Uses of Funds

The Contractor certifies that, to the best of their knowledge, the construction estimates, and trade-item breakdown on this page are complete and accurate.

Direct Construction:

105 . Who prepared the estimates?

AvalonBay Communities, Inc.	
Name	Signature

106 . Basis for estimates?

Comparable Buyouts

DV	Trade Item	Amount	Description
107 .	3	Concrete	\$2,160,000
108 .	4	Masonry	\$1,944,000
109 .	5	Metals	\$751,000
110 .	6	Rough Carpentry	\$6,640,000
111 .	6	Finish Carpentry	\$2,582,000
112 .	7	Waterproofing	\$65,000
113 .	7	Insulation	\$605,000
114 .	7	Roofing	\$675,000
115 .	7	Sheet Metal and Flashing	\$121,000
116 .	7	Exterior Siding	\$965,000
117 .	8	Doors	\$859,000
118 .	8	Windows	\$564,000
119 .	8	Glass	\$151,000
120 .	9	Lath & Plaster	
121 .	9	Drywall	\$2,760,000
122 .	9	Tile Work	\$895,000
123 .	9	Acoustical	
124 .	9	Wood Flooring	
125 .	9	Resilient Flooring	\$490,000
126 .	9	Carpet	\$0
127 .	9	Paint & Decorating	\$740,000
128 .	10	Specialties	\$466,800
129 .	11	Special Equipment	
130 .	11	Cabinets	In Carpentry
131 .	11	Appliances	\$1,464,480
132 .	12	Blinds & Shades	\$143,700
133 .	13	Modular/Manufactured	
134 .	13	Special Construction	
135 .	14	Elevators or Conveying Syst.	
136 .	15	Plumbing & Hot Water	\$3,220,000
137 .	15	Heat & Ventilation	\$1,380,000
138 .	15	Air Conditioning	
139 .	15	Fire Protection	\$671,000
140 .	16	Electrical	\$2,875,000
141 .		Accessory Buildings	\$934,000 Site Amenities and freestanding garages
142 .		Other/misc	\$1,020,000 Clubhouse / Leasing Office
143 .		Subtotal Structural	\$35,141,980
144 .	2	Earth Work	\$1,222,213
145 .	2	Site Utilities	\$1,550,000
146 .	2	Roads & Walks	\$3,826,000
147 .	2	Site Improvement	\$1,528,000
148 .	2	Lawns & Planting	\$0
149 .	2	Geotechnical Conditions	\$0
150 .	2	Environmental Remediation	\$0
151 .	2	Demolition	\$250,000
152 .	2	Unusual Site Cond	\$0
153 .		Subtotal Site Work	\$8,376,213
154 .		Total Improvements	\$43,518,193
155 .	1	General Conditions	\$4,523,000
156 .		Subtotal	\$48,041,193
157 .	1	Builders Overhead	\$751,696
158 .	1	Builders Profit	\$0
159 .		TOTAL	\$48,792,889

160 Total Cost/square foot:

\$158.79

 Residential Cost/s.f.:

\$158.79

Development Budget:

	<i>Total</i>	<i>Residential</i>	<i>Commercial</i>	<i>Comments</i>
161 . Acquisition: Land	\$12,600,000	\$12,600,000		Includes land plus hard cost for demo and site improvement
162 . Acquisition: Building	\$0			
163 . Acquisition Subtotal	\$12,600,000	\$12,600,000	\$0	
164 . Direct Construction Budget	\$48,792,889	\$48,792,889		(from line 159)
165 . Construction Contingency	\$3,171,538	\$3,171,538		6.5% of construction
166 . Subtotal: Construction	\$51,964,427	\$51,964,427	\$0	

General Development Costs:

167 . Architecture & Engineering	\$1,500,000	\$1,500,000		
168 . Survey and Permits	\$875,000	\$875,000		
169 . Clerk of the Works	\$250,000	\$250,000		
170 . Environmental Engineer	\$100,000	\$100,000		
171 . Bond Premium	\$0			
172 . Legal	\$500,000	\$500,000		
173 . Title and Recording	\$50,000	\$50,000		
174 . Accounting & Cost Cert.	\$50,000	\$50,000		
175 . Marketing and Rent Up	\$700,000	\$700,000		Marketing and FFE
176 . Real Estate Taxes	\$300,000	\$300,000		
177 . Insurance	\$250,000	\$250,000		
178 . Relocation	\$0			
179 . Appraisal	\$0			
180 . Security	\$0			
181 . Construction Loan Interest	\$2,993,000	\$2,993,000		
182 . Inspecting Engineer	\$100,000	\$100,000		
183 . Fees to:	\$0			
184 . Fees to:	\$0			
185 . MIP	\$0			
186 . Credit Enhancement Fees	\$0			
187 . Letter of Credit Fees	\$25,000	\$25,000		
188 . Other Financing Fees	\$0			
189 . Development Consultant	\$0			
190 . Other:	\$0			
191 . Other:	\$0			
192 . Soft Cost Contingency	\$250,000	\$250,000		3.2% of soft costs
193 . Subtotal: Gen. Dev.	\$7,943,000	\$7,943,000	\$0	

194 . Subtotal: Acquis., Const and Gen. Dev. \$72,507,427 \$72,507,427 \$0

195 . Capitalized Reserves	\$0	\$0		
196 . Developer Overhead	\$2,300,000	\$2,300,000		
197 . Developer Fee	\$0	\$0		

198 . Total Development Cost \$74,807,427 \$74,807,427 \$0 **TDC per unit** \$299,230

199 . TDC, Net \$74,807,427 \$74,807,427 \$0 **TDC, Net per unit** \$299,230

Additional Detail on Development Pro-Forma:

200 . Gross Syndication Investment

Off-Budget Costs:

Syndication Costs:

201 . Syndication Legal

202 . Syndication Fees

203 . Syndication Consultants

204 . Bridge Financing Costs

205 . Investor Servicing (capitalized)

206 . Other Syndication Expenses

207 . Total Syndication Expense

208 . Current Reserve Balance

Reserves (capitalized):

209 . Development Reserves

210 . Initial Rent-Up Reserves

211 . Operating Reserves

212 . Net Worth Account

213 . Other Capitalized Reserves

214 . Subtotal: Capitalized Reserves

215 . Letter of Credit Requirements

216 . Total of the Above

Check: Line 214 is the same as line 195.

Please Answer The Following	Dev. Reserves	Initial Rent-Up	Op. Reserves	Net Worth	Other	Letter of Credit
Who requires the reserves?						
Who administers the reserves?						
When and how are they used?						
Under what circumstances can they be released?						

Unit Sales (For Sale Projects Only):

217 . Gross Sales From Units

218 . Cost of Sales (Commissions, etc.)

219 . Net Receipt from Sales

Debt Service Requirements:

220 . Minimum Debt Service Coverage

221 . Is this Project subject to HUD Subsidy Layering Review?

Optional user comments

Section 4 OPERATING PRO-FORMA

Operating Income				
Rent Schedule:	<i>Contract Rent</i>	<i>Utility Allowance</i>	<i>Total Gross Rent</i>	<i>No. of Units</i>
222 . Low-Income (Rental Assisted):				
SRO			\$0	0
0 bedroom			\$0	0
1 bedroom			\$0	0
2 bedrooms			\$0	0
3 bedrooms			\$0	0
4 bedrooms			\$0	0
223 . Low-Income (below 50%):				
SRO			\$0	0
0 bedroom			\$0	0
1 bedroom			\$0	0
2 bedrooms			\$0	0
3 bedrooms			\$0	0
4 bedrooms			\$0	0
224 . Low-Income (below 60%):				
SRO			\$0	0
0 bedroom			\$0	0
1 bedroom			\$0	0
2 bedrooms			\$0	0
3 bedrooms			\$0	0
4 bedrooms			\$0	0
225 . Other Income 80%	Below 80% of the median income for the region			
SRO			\$0	0
0 bedroom			\$0	0
1 bedroom	\$1,395	(\$149)	\$1,246	32
2 bedrooms	\$1,568	(\$233)	\$1,335	25
3 bedrooms	\$1,742	(\$289)	\$1,453	6
4 bedrooms			\$0	0
226 . Market Rate (unrestricted occupancy):				
SRO				0
0 bedroom				0
1 bedroom	\$2,225			95
2 bedrooms	\$2,750			73
3 bedrooms	\$3,200			19
4 bedrooms				0
Commercial Income:				
227 . Square Feet:	0	@	(average)	/square foot =
				\$0
Parking Income:				
228 . Spaces:	0	@	(average)	/month x 12 =
			\$0.00	\$0

Operating Expenses				
Annual Operating Exp.:	<i>Total</i>	<i>Residential</i>	<i>Commercial</i>	<i>Comments</i>
250 . Management Fee	\$0			
251 . Payroll, Administrative	\$492,190	\$492,190		Included Maintenance Payroll
252 . Payroll Taxes & Benefits, Admin.	\$0			
253 . Legal	\$0			
254 . Audit	\$0			
255 . Marketing	\$58,736	\$58,736		
256 . Telephone	\$0			
257 . Office Supplies	\$163,150	\$163,150		All Office Operations
258 . Accounting & Data Processing	\$0			
259 . Investor Servicing	\$0			
260 . DHCD Monitoring Fee	\$0			
261 . Other:	\$0			
262 . Other:	\$0	\$0		
263 . Subtotal: Administrative	\$714,076	\$714,076	\$0	
264 . Payroll, Maintenance	\$0			
265 . Payroll Taxes & Benefits, Admin.	\$0			
266 . Janitorial Materials	\$0			
267 . Landscaping	\$157,300	\$157,300		Landscaping and Snow Removal
268 . Decorating (inter. only)	\$67,419	\$67,419		
269 . Repairs (inter. & ext.)	\$177,100	\$177,100		
270 . Elevator Maintenance	\$0			
271 . Trash Removal	\$0			
272 . Snow Removal	\$0			
273 . Extermination	\$0			
274 . Recreation	\$0			
275 . Other:	\$43,500	\$43,500		Non-routine
276 . Subtotal: Maintenance	\$445,319	\$445,319	\$0	
277 . Resident Services	\$0			
278 . Security	\$0			
279 . Electricity	\$261,000	\$261,000		Common Utilities
280 . Natural Gas	\$0			
281 . Oil	\$0			
282 . Water & Sewer	\$0			
283 . Subtotal: Utilities	\$261,000	\$261,000	\$0	
284 . Replacement Reserve	\$0	\$0		
285 . Operating Reserve	\$0			
286 . Real Estate Taxes	\$625,000	\$625,000		
287 . Other Taxes	\$0			
288 . Insurance	\$43,750	\$43,750		
289 . MIP	\$0	\$0		
290 . Other:	\$0			
291 . Subtotal: Taxes, Insurance	\$668,750	\$668,750	\$0	
292 . TOTAL EXPENSES	\$2,089,145	\$2,089,145	\$0	

Other Operating Expense Assumptions

Trending Assumptions for Expenses

	Year 2	Year 3	Years 4-5	Years 6-20
293 . Sewer & Water	%	%	%	%
294 . Real Estate Taxes	%	%	%	%
295 . All Other Operating Expenses	%	%	%	%

Reserve Requirements:

296 . Replacement Reserve Requirement		per unit per year
297 . Operating Reserve Requirement		per unit per year

Debt Service:

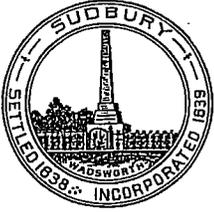
		Annual Payment
298 . MHFA	MHFA Program 1	N/A
299 . MHFA	MHFA Program 2	N/A
300 . MHP Fund Permanent Loan		\$2,073,579
301 . Other Permanent Senior Mortgage		N/A
Source:	N/A	
302 . Other Permanent Senior Mortgage		N/A
Source:	N/A	
303 . Total Debt Service (Annual)		\$2,073,579
304 . Net Operating Income		\$4,509,063 (in year one)
305 . Debt Service Coverage		2.17 (in year one)

Affordability: Income Limits and Maximum Allowable Rents

306 . County	MIDDLESEX	MSA	Boston-Cambridge-Quincy, MA-NH
This MSA does not match the county you have chosen			
307 . Maximum Allowed Rents, by Income, by Unit Size:		Income Limits last updated on	9/25/2015

	Maximum Income			Maximum Rent (calculated from HUD income data)		
	50%	60%	80%	50%	60%	80%
SRO						
0 bedroom			\$55,150			\$1,395
1 bedroom			\$59,100			\$1,568
2 bedrooms			\$70,900			\$1,742
3 bedrooms						
4 bedrooms						
Area median income for a family of		\$98,500				

308 . H.U.D. "Fair Market Rents" (Maximum):		
0 bedroom	\$1,071	
1 bedroom	\$1,196	
2 bedrooms	\$1,494	
3 bedrooms	\$1,861	
4 bedrooms	\$2,023	
5 bedrooms	\$2,326	
		FMR Information last updated on 9/25/2015



Town of Sudbury

Office of Selectmen
www.sudbury.ma.us

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
978-639-3381
Fax: 978-443-0756

Email: selectmen@sudbury.ma.us

February 25, 2015

Mr. T. Bradley Duffin
Director of Facilities and Real Estate
Raytheon Company
350 Lowell Street
Andover, MA 01810

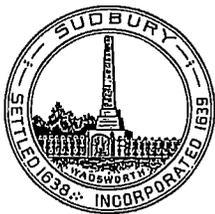
RE: Sudbury Raytheon Redevelopment

Dear Mr. Duffin:

The Town of Sudbury, acting through its Board of Selectmen and Planning Board, has held several meetings to discuss the Town's goals and priorities as they relate to redevelopment of the Raytheon property upon its sale to a private developer. First, we thank you for meeting with Town officials and indicating Raytheon's desire for a smooth transition. These early discussions set the stage for a productive process which we hope results in a redevelopment scheme that is mutually beneficial for all parties. We also thank Raytheon for being an outstanding corporate citizen for six decades. While the decision to vacate the property by Raytheon is a great loss for Sudbury, we trust that a continued cooperative approach by all parties will result in positive developments for the community. This letter is the product of several months of discussion between the parties on this topic and is intended to provide clarity regarding the Town's goals for the disposition and future development of the property.

We have studied the property and understand its development potential, acknowledging current zoning and other permitting limitations. We have come to understand limitations in the market for certain commercial uses, including the current use of the property for large scale office. This knowledge has encouraged us to consider new uses for the property that can help fulfill several different Town needs and goals.

From the Town's perspective, we feel that the property is well suited for a mixed use project with a focus on residential with supporting retail. The Town's objective in suggesting these uses is to help promote a project that reflects the nature and character of Sudbury and which will create enough affordable housing units to reach, or nearly reach, our 10% state requirement in order to enable Sudbury to successfully prevent undesirable 40B projects that would circumvent town planning and zoning. Sudbury's affordable housing gap is approximately 240 units. It is our strong preference that any housing component be developed entirely as rental housing under a state-recognized subsidy program so that all units count towards this requirement. This will entail that no less than 25% of the units are affordable under the state's definition and are eligible to count on Sudbury's Subsidized Housing Inventory. It is our desire that the maximum allowable percentage of the new housing units be age restricted housing, in order to minimize the impacts of this redevelopment on our already burdened school system and provide additional housing diversity for our growing senior population. Congregate care and assisted living facilities would be welcomed, especially if they also included an affordable component. We also think some amount of retail and limited office use of proper scale and character would complement the area and provide convenient services to the new residents.



Town of Sudbury

Office of Selectmen
www.sudbury.ma.us

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Email: selectmen@sudbury.ma.us

The Town will consider endorsing a Local Initiative Program (LIP) 40B application if the proposed development is responsive to the above Town objectives and helps the Town achieve its affordable housing goal. The LIP process will likely prove to be the most expeditious, as it would not require a zoning change.

With any project, we expect that all impacts will be fully mitigated, including but not limited to increases in the number of school-aged children, potential environmental contamination, traffic and support service needs. The Town will also seek to obtain certain additional items from the developer to enhance the new development on the site and provide benefits to the Town as a whole, including but not limited to access to the abutting rail trail, expansion/relocation of the Route 20 Fire Station, reservation of land for active and/or passive recreation, streetscape improvements and maintaining a location for the medi-vac helipad.

We have appreciated your forthright approach to the discussion regarding the property thus far. The redevelopment of this property provides a unique opportunity for Sudbury and may be a catalyst for longer term mutually beneficial economic development initiatives, including renewed interest in installing a sewer along Route 20. We are exploring innovative funding initiatives at the state level to fund the sewer project, including District Increment Financing. With such expanded wastewater capacity, the future value of the Raytheon property will increase and additional community-embraced development opportunities will be possible. Such an economic development tool will be most effective if supported by the developer and Raytheon and we would seek such support if we proceed in this manner.

The Town is ready and willing to continue to work with Raytheon and its partners to discuss the redevelopment of this property in a manner that is consistent with Town goals and mitigates identified impacts. Please let us know how and when we can be of continued service as this project proceeds.

On behalf of the Board of Selectmen,

Charles C. Woodard, Chairman

On behalf of the Planning Board,

Craig Lizotte, Chairman

cc: Albert G. Tierney III, McCall & Almy