



OFFICE OF THE CITY CLERK

Rosaria Salerno
City Clerk

Room 601, Boston City Hall, Boston, Massachusetts 02201, 617-635-4600, Fax: 617-635-4658

June 3, 2010

To the City Council

Dear Councilors:

In compliance with the order passed by your Honorable Body December 6, 1976, this is to inform you that the following was filed by the Boston Redevelopment Authority with the City Clerk on June 2, 2010.

“Second Amended and Restated Contract Between MATEP Limited Partnership and the City of Boston Pursuant to Section 6A of Chapter 121A of the Massachusetts General Laws”.

Respectfully,

Rosaria Salerno
City Clerk

RS/pf

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CITY CLERK

SECOND AMENDED AND RESTATED CONTRACT BETWEEN
MATEP LIMITED PARTNERSHIP
AND THE CITY OF BOSTON
PURSUANT TO SECTION 6A OF CHAPTER 121A
MASSACHUSETTS GENERAL LAWS

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BOSTON, MA

(Medical Area Total Energy Plant Project)

This contract (this "Contract") is made as of this 17 day of May, 2010 under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of The Commonwealth of Massachusetts, by and between MATEP Limited Partnership, a limited partnership organized under Chapters 121A and 109 of the Massachusetts General Laws and Chapter 652 of the Acts of 1960, as amended ("MATEP LP") and the City of Boston, a municipal corporation of The Commonwealth of Massachusetts (the "City").

WITNESSETH:

WHEREAS, President and Fellows of Harvard College ("Harvard"), Medical Area Service Corporation ("MASCO") and L. Edward Lashman, Jr. (collectively, the "Original Applicant") filed with the Authority an application dated July 1, 1975, as amended by a letter dated August 25, 1975 (the "Initial Application"), under the provisions of Chapter 121A of the Massachusetts General Laws and Chapter 652 of the Massachusetts Acts of 1960, both as amended and applicable (collectively "Chapter 121A") for approval of the Medical Area Total Energy Plant Project (the "Initial Project"), more particularly described in the Initial Application, including, but not limited to, formation of Medical Area Total Energy Plant, Inc. ("MATEP, Inc.") and its designation as an urban redevelopment corporation pursuant to Chapter 121A, MATEP, Inc.'s acquisition of the Project Area (as defined in the Initial Application), and the construction, operation and maintenance on the Project Area by MATEP, Inc. of an energy facility that produces chilled water, steam, and electricity for the use of Harvard Medical School, Harvard School of Public Health, Harvard-affiliated hospitals, the Mission Park housing complex and certain research and other facilities in the City's Longwood Medical Area; and by letter dated October 1, 1975, filed with the Authority, the Original Applicant amended the Initial Application (the "First Amendment") to add Citicorp Translease, Inc. ("CTI") as a Co-applicant.

WHEREAS, the Authority approved the undertaking of the Initial Project by MATEP, Inc. by a certain Report and Decision adopted by the Authority on October 9, 1975 (the "Initial Report and Decision"); on October 9, 1975, the Authority also approved the First Amendment; and

WHEREAS, the Mayor ("Mayor") of the City approved the Authority's Initial Report and Decision on December 8, 1975; and the vote of the Authority and the approval of the Mayor were filed with the Office of the City Clerk (the "City Clerk") on December 17, 1975, and such approvals became final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, the Mayor approved the First Amendment on December 23, 1975; and the vote of the Authority and the approval of the Mayor were filed with the City Clerk on December

24, 1975, and such approvals became final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, on February 15, 1977, the Original Applicant filed with the Authority documents (the "Second and Third Amendments") entitled "Second and Third Amendments to Application for Authorization and Approval of a Project Under Mass. G.L. (Ter. Ed.) Chapter 121A, As Amended, and Chapter 652 of the Acts of 1960, and For Consent to the Formation of a Corporation to be Organized under the Provisions of said Chapter 121A", in order to obtain the Authority's approval to certain changes to the Initial Project and amendments to the Initial Report and Decision; and

WHEREAS, on October 6, 1977, the Authority approved the Second and Third Amendments by adopting an "Amendment to Report and Decision on a Project Previously Approved Under Chapter 121A of The Massachusetts General Laws (Ter. Ed.), As Amended, and Chapter 652 of the Acts of 1960, As Amended, Which Project To Be Undertaken And Carried Out By An Urban Redevelopment Corporation Under the Name Medical Area Total Energy Plant, Inc." (the "First Amendment to Report and Decision"; the Initial Report and Decision, as so amended by the First Amendment to Report and Decision, is referred to herein as the "Original Report and Decision"; and the Initial Project, as, modified by the First Amendment to Report and Decision, is referred to herein as the "Original Project"); and

WHEREAS, the Mayor approved the First Amendment to Report and Decision on October 13, 1977; and the vote of the Authority and the approval of the Mayor were filed with the City Clerk on October 14, 1977; and such approval became final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, on September 29, 1983, MATEP, Inc., Harvard, the City's Board of Assessors and the City executed a certain Contract Required by Section 6A of Chapter 121A of the General Laws effective as of September 21, 1977 (the "Initial 6A Contract"); and

WHEREAS, by letter dated April 22, 1983, MATEP, Inc. and Harvard requested the Authority's approval of certain revisions to the Chapter 121A Minimum Standards for Financing, Maintenance and Management of the Medical Area Total Energy Plant, Inc., which were approved as part of the Original Report and Decision; on June 9, 1983, the Authority voted to approve the requested revisions to such Minimum Standards; (such Chapter 121A Minimum Standards, as so revised, are referred to herein as the "Original Minimum Standards"); and

WHEREAS, on March 25, 1998, Harvard and Advanced Energy Systems, Inc. ("AES") filed with the Authority an "Application For Consent to Sale and Acquisition of Stock in an Urban Redevelopment Corporation under Chapter 652 of the Acts of 1960, As Amended" (the "AES Transfer Application") in order to obtain the Authority's approval of the acquisition by AES from Harvard of all of the capital stock of MATEP, Inc.; and

WHEREAS, on April 9, 1998, the Authority approved the AES Transfer Application by adopting a "Second Amendment to Report and Decision on the Medical Area Total Energy Plant Chapter 121A Project, For Consent to Sale and Acquisition of Stock in the Urban Redevelopment Corporation Designated under Massachusetts General Laws Chapter 121A and

the Acts of 1960, Chapter 652, Both As Amended and Applicable, To Own, Operate and Manage the Project, and For Consent and Authorization For Such Urban Redevelopment Corporation, to Continue to Own, Operate and Manage the Project Following the Transfer of Such Stock” (the “Second Amendment to Report and Decision”);

WHEREAS, the Mayor approved such Second Amendment to Report and Decision on April 24, 1998; and the vote of the Authority and the approval of the Mayor were filed with the City Clerk on April 29, 1998, and such approval became final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, as required by the Second Amendment to Report and Decision, on May 28, 1998, MATEP, Inc., Harvard, the City and the City’s Board of Assessors entered into an amendment (the “6A Amendment”) to the Initial 6A Contract (the Initial 6A Contract, as so amended by the 6A Amendment, is referred to herein as the “Original 6A Contract”); and

WHEREAS, MATEP, Inc. and AES filed with the Authority an application dated November 20, 2001, entitled “Application for Approvals of Upgrades to a Previously Approved Urban Redevelopment Project under Massachusetts General Laws Chapter 121A and Chapter 652 of the Acts of 1960 as Amended” (the “Modification Application”) in order to obtain the Authority’s approval of AES’s proposed upgrade of the MATEP plant’s generating capacity; such upgrade consisting of installing two new combustion turbine generators to increase electrical generating capacity; increasing the plant’s chilled water production capacity; placing on the roof of new gas compressors and cooling towers; extending a steam line to serve Children’s Hospital; and providing utility services to several additional users with the City’s Longwood Medical Area; and

WHEREAS, on December 6, 2001, the Authority approved the Modification Application by adopting a “Third Amendment to Report and Decision on the Medical Area Total Energy Plant Chapter 121A Project” (the “Third Amendment to Report and Decision”; the Original Report and Decision, as so amended by the Second Amendment to Report and Decision and the Third Amendment to Report and Decision, is referred to herein as the “Existing Report and Decision”) and the Original Project, as modified by the Third Amendment to Report and Decision, is referred to herein as the “Project”); and

WHEREAS, the Mayor approved such Third Amendment to Report and Decision on December 13, 2001; and the vote of the Authority and the approval of the Mayor were filed with the City Clerk on December 14, 2001, and such approval became final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, as required by the Third Amendment to Report and Decision, the City and MATEP have entered into an Amended and Restated Contract Between Medical Area Total Energy Plant, Inc. and The City of Boston pursuant to Section 6A of Chapter 121A of the Massachusetts General Laws with respect to the Project (the “Existing 6A Contract”), which was substituted in place of the Original 6A Contract;

WHEREAS, Mayflower Energy Holdings, Inc. (“Mayflower Energy”) on behalf of MATEP LP, filed with the Authority an application dated February 5, 2010, entitled

“Application by Mayflower Energy Holdings LLC on behalf of MATEP LP for Authorization and Approval To Acquire An Existing Urban Redevelopment Project Under General Laws Chapter 121A and Chapter 652 of the Acts of 1960, As Amended” (the “Mayflower Transfer Application”) in order to obtain the Authority’s approval of the purchase of the Project through the merger of MATEP, Inc. with and into MATEP LP, a wholly owned subsidiary of Mayflower Energy, the acquisition of all of the ownership interests of MATEP LLC by MATEP LP, certain revisions to the Original Minimum Standards, and certain improvements consisting of the replacement of a boiler, installation of a gas compressor, and sound insulation screening required for the Project’s compliance with the City of Boston’s Noise Ordinances, approval for which has been obtained by MATEP, Inc. (the “Pending Improvements”); and

WHEREAS, on March 16, 2010, the Authority approved the Mayflower Transfer Application by adopting a “Fourth Amendment to Report and Decision on the Medical Area Total Energy Plant Chapter 121A Project” (the “Fourth Amendment to Report and Decision”); the Existing Report and Decision, as so amended by the Fourth Amendment to Report and Decision, is referred to herein as the “Report and Decision” and the Original Minimum Standards, as so amended by the Fourth Amendment to Report and Decision, are referred to herein as the “Revised Minimum Standards”); and

WHEREAS, the Mayor approved such Fourth Amendment to Report and Decision on March 21, 2010; and the vote of the Authority and the approval of the Mayor were filed with the City Clerk on March 22, 2010, and the expiration of all applicable appeal periods and such approval has become final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, as required by the Fourth Amendment to Report and Decision, the City and MATEP LP have agreed to cancel the Existing 6A Contract and to substitute in place thereof this new Second Amended and Restated 6A Contract with respect to the Project.

WHEREAS, in consideration of the City's and the MATEP LP having agreed to cancel the Existing 6A Contract and to substitute in place thereof this new Second Amended and Restated 6A Contract with respect to the Project, the City acknowledges that it will receive the sum equal to Four Hundred Thousand (\$400,000.00) Dollars in consideration of authorizing the transfer to MATEP LP upon the execution and delivery of this Second Amended and Restated 6A Contract.

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

1. Effective Date. MATEP LP hereby agrees with the City that, subject to Paragraph 7 hereof, from and after the Effective Date defined below, all activities of MATEP LP will be undertaken in accordance with the Mayflower Transfer Application, the provisions of Chapter 121A as now in effect, the Revised Minimum Standards, and the Fourth Amendment to Report and Decision of the Authority approving the Mayflower Transfer Application (the “Approval”), which are incorporated herein by reference. Such activities of MATEP LP will include construction of the Pending Improvements, the future financing of the Project as described in the Mayflower Transfer Application, and causing the Project to be operated and

maintained as described in the Mayflower Transfer Application. This Contract shall be deemed to have amended, restated and replaced in its entirety the Existing 6A Contract effective as of January 1, 2010 (the "Effective Date").

2. Excise Tax Payments. MATEP LP will pay to the Department of Revenue, or any successor department or agency of The Commonwealth of Massachusetts ("DOR") for each calendar year during which MATEP LP is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the urban redevelopment excise required under Section 10 of Chapter 121A with respect to the Project (the "Excise Tax"). For purposes of calculating the payments due under Section 10 of Chapter 121A, the term "Gross Revenues" shall mean all revenues received by MATEP LP from the company (currently MATEP, LLC) operating the plant from time to time under an operating agreement with MATEP LP, as contemplated by the Approval.

3. Contract Payments. Subject to the provisions and limitations of this Contract, MATEP LP will pay to the City with respect to each calendar year or portion thereof during which MATEP LP is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the amount, if any (the "Differential"), by which the following amount (the "Contract Amount") applicable in each such calendar year (or portion thereof) exceeds the Excise Tax payable by MATEP LP for such calendar year (or portion thereof):

- (a) For calendar year 2010, the Contract Amount shall be the amount equal to Four Million Eight Hundred and Seventy Three Thousand Dollars (\$4,873,000.00) (the "Minimum Contract Amount"); and
- (b) For each of calendar years 2011 through 2016, the Contract Amount shall be the greater of
 - (i) the Adjusted Minimum Contract Amount (as defined below) or
 - (ii) the amount calculated by applying the City's Commercial, Industrial and Personal Property Tax Rate (the "Commercial Tax Rate") in effect and applicable on December 31 of each applicable year to the Project's Fair Market Value (as defined below) as of such December 31 (the amount determined under this clause (ii) is called the "Alternative Contract Amount").

For purposes of this Contract, the term "Project's Fair Market Value" shall mean the fair market value of MATEP LP's property, plant and equipment, as determined by the City's Assessing Department using any valuation method or methods customarily used by the City's Assessing Department to determine the fair market value of commercial property subject to real estate taxes under Chapter 59 of the Massachusetts General Laws. The parties hereby agree that nothing in this Contract shall prevent MATEP LP from disputing and contesting, or otherwise affect MATEP LP's right to dispute and contest, the Project's Fair Market Value so determined by the City's Assessing Department.

For purposes of this Contract, the term "Adjusted Minimum Contract Amount" shall mean the original Minimum Contract Amount of \$4,873,000.00, increased in calendar year 2011 and each calendar year thereafter by two and one-half percent (2.5%) per annum.

Payments of amounts due hereunder shall be equitably pro rated for any partial year during the periods set forth in this Paragraph 3. Payments to the City, by and through its Collector-Treasurer, of any Differential shall be made by no later than April 1 following the end of each calendar year for which such a payment is due. Late payments shall bear interest at the rate equal to the rate charged for delinquent real estate accounts by the City.

4. Delivery and Examination of Financial Statements. To enable the Assessing Department to determine the Project's Fair Market Value and fair cash value as described in Paragraph 6 below, MATEP LP will cause to be delivered to the Assessing Department within forty-five (45) days of the end of each calendar year during which this Contract is in effect (a) an inventory of all of MATEP LP's property, plant and equipment, including the generating capacity of all steam, chilled water, and electricity generating facilities, and (b) a statement of the Gross Revenues (as defined in Paragraph 2 above) of MATEP LP for the Project for the preceding calendar year. Within one hundred twenty (120) days of the end of each calendar year (provided the Assessing Department has timely delivered to MATEP LP the determination of the Project's Fair Market Value and the Project's Fair Cash Value as described in Section 6 below), MATEP LP will deliver to the Assessing Department a statement containing a computation for such preceding calendar year under the formula set forth in Paragraph 3 above, including without limitation, the Contract Amount and the Differential. In addition, MATEP LP shall file with the Assessing Department and the Collector-Treasurer of the City within one hundred fifty (150) days of the end of each calendar year during which this Contract is in effect (c) an audited statement of profit or loss, a balance sheet and a statement of receipts and disbursements for the Project for the preceding calendar year, and (d) a certified copy of MATEP LP's Excise Tax return of the preceding calendar year filed with DOR for the Project.

MATEP LP hereby authorizes the Commissioner of Assessing, or his or her representative designated in writing, to examine from time to time all Excise Tax returns and related documents or reports filed with DOR by MATEP LP. No further evidence of this authorization is required.

5. Overpayments. Any Overpayment (as defined below) by MATEP LP with respect to any calendar year shall be refunded by the City, to MATEP LP as soon as practicable upon the sending of a written notice to the City by MATEP LP of the discovery of such Overpayment. In the event that the amount of any Overpayment is not refunded prior to the date on which the next payment by MATEP LP becomes due under this Contract, MATEP LP shall be entitled to offset the amount of such Overpayment against such next payment. For purposes of this Contract, an "Overpayment" by MATEP LP with respect to any calendar year shall include: (a) (i) amounts paid by MATEP LP to The Commonwealth of Massachusetts, the City or the Authority with respect to the Project pursuant to Section 15 of Chapter 121A, and (ii) any amounts paid by MATEP LP to the City of Boston as real estate or personal property taxes pursuant to General Laws, Chapter 59, as amended, or any successor statute, with respect to the Project for any period during which this Contract is in effect, whether assessed to MATEP LP or to any predecessor in title of MATEP LP; or (b) amounts paid with respect to the Project as a

different or additional tax resulting from the replacement of the current method of assessment of real estate taxes, in whole or in part, by a different method or type of tax or the imposition of an additional type of tax to supplement the current method of assessing real estate taxes in either case upon MATEP LP (such different or additional tax for example, would include a general or a specific assessment, user fee, tax on real estate rental receipts or any other tax imposed on or required to be collected and paid over by MATEP LP for the privilege of doing business in Boston, for the employment of employees in Boston or levied against real estate or upon the owners or users of real estate as such rather than persons generally for any period during which this Contract is in effect); or (c) any amounts paid to the City with respect to the Project in excess of amounts actually due under this Contract due to calculation error, subsequent adjustment of the Excise Tax, inaccurate information or other inadvertent mistake. In the event that the Excise Tax for any year shall exceed the Contract Amount applicable for such year, such excess will be deemed to be an Overpayment, and MATEP LP's obligations to the City hereunder shall be correspondingly reduced for future years until such Overpayment has been exhausted.

6. Determinations of Fair Cash Value. (a) The Assessing Department hereby determines, in accordance with the seventh paragraph of Section 10 of Chapter 121A, that the fair cash value of the real and personal property constituting the Project (the "Fair Cash Value") as of each January 1 following the Effective Date through and including January 1, 2011, shall be an amount which, when used in the computation of the Excise Tax for or with respect to the previous calendar year, would not result in an Excise Tax greater than the applicable Contract Amount due for such prior calendar year. The Assessing Department agrees to certify as to each of the foregoing fair cash value dates and amounts to DOR and MATEP LP on or before March 1 of each year during such periods, pursuant to the second paragraph of Section 10 of Chapter 121A.

(b) In addition, to enable MATEP LP to calculate the Contract Amount payable for calendar years 2011 through 2016, the Assessing Department also agrees to certify to MATEP LP on or before March 1, 2012, and each March 1 thereafter through and including March 1 of the year next following the year in which MATEP LP's property tax exemption under Chapter 121A shall terminate, the Project's Fair Market Value as of the preceding December 31. The Assessing Department and MATEP LP agree that for calendar years 2011 through 2016, the Project's Fair Market Value as at each December 31 shall also serve as the Fair Cash Value of the Project for purposes of computing the Excise Tax for such calendar year. Notwithstanding any provision in this Paragraph 6(b) or elsewhere in the contract to the contrary, it is the intention of the parties that the Excise Tax payable for any calendar year shall never exceed the applicable Contract Amount described in Paragraph 3 above. Accordingly, the Assessing Department and MATEP LP agree that if the Project's Fair Market Value, when used in the computation of the Excise Tax for any particular year would result in the Excise Tax greater than the applicable Contract Amount, regardless of whether caused by a decrease in the Commercial Tax Rate below the current level thereof as of the Effective Date, the elimination by the City of a separate tax rate for commercial, industrial and personal property, a substantial increase in the Project's Gross Revenues, a substantial decrease in the Project's Fair Market Value, or otherwise upon the written request of MATEP LP, the Assessing Department shall in such case establish for the Project a Fair Cash Value separate from the Project's Fair Market Value, in the amount which, when used in the computation of the Excise Tax for such year,

would not result in any Excise Tax greater than the applicable Contract Amount due for such year.

7. Pre-Conditions to Obligations of MATEP LP. The obligations of MATEP LP under this Contract and the Mayflower Transfer Application are conditioned in all respects upon (a) the issuance of all permissions, variances, exceptions, permits and licenses which may be required with respect to the Pending Improvements, whether or not the same were specified in the Mayflower Transfer Application; and (b) the Project being exempt from taxation under Section 10 of Chapter 121A. MATEP LP shall not be held in any way liable for delays which may occur in the construction of the Pending Improvements, the repair and maintenance of the Project, or otherwise, by reason of scarcity of materials of labor, labor difficulties, damage by the fire or other casualty or any other cause beyond MATEP LP's reasonable control. MATEP LP agrees to use reasonable efforts to cause all such permissions, variances, exceptions, permits and licenses to be secured and all such delays to be overcome.

8. Termination of Contract. This Contract shall remain in full force and effect for the term identified in Paragraph 12 below. Notwithstanding the foregoing, upon the termination of this Contract as to the Project, MATEP LP shall pay or cause to be paid a pro-forma tax to cover the time period between such termination of this Contract and the period under which the Project becomes taxable pursuant to General Laws, Chapter 59, which pro-forma tax shall be equal to the Contract Amount for such period if the Project had remained subject to this Contract. Such amount for the balance of the calendar year during which this Contract terminates shall be payable on or before April 1 of the year following the year in which this Contract terminates. Such amount for the first six months of the year following the year in which this Contract terminates shall be payable on or before June 30 of the year following the year in which this Contract terminates. The Project thereafter shall not be subject to the obligations of Chapter 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions, and obligations of this Contract as provided in Chapter 121A, provided, however, as set forth in paragraph 12 of the Mayflower Transfer Application, the deviations and permissions granted by the Authority pursuant to the Report and Decision or the Approval shall survive such termination and shall remain in effect.

9. Amendments to Chapter 121A or Rules and Regulations. MATEP LP and the City agree that, without mutual consent, except for the 1975 amendments to Section 6A of Chapter 121A pursuant to Chapter 828 of the Acts of 1975, no amendment subsequent to January 2, 1976 (the date of organization of MATEP, Inc.) to any of the provisions of Chapter 121A of the General Laws or of Chapter 652 of the Acts of the 1960, as amended to date, or of the Rules, Regulations and Standards applicable to the Project shall affect the Project; provided, however, that MATEP LP shall be entitled to the benefit of the highest annual percentage rate of cumulative dividends now or hereafter permitted under any amendments to Section 9 of Chapter 121A.

10. Notices. All notices required pursuant to this Contract shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, addressed in the case of the City to:

Commissioner of Assessing, Room 301
One City Hall Square
Boston, Massachusetts 02201

and in the case of MATEP LP, to:

MATEP LP
c/o Veolia Energy North America Holdings, Inc.
99 Summer St., Suite 900
Boston, MA 02110
Attention: William DiCroce, Chief Operating Officer,

with copies to:
Goulston & Storrs, P.C.
400 Atlantic Avenue
Boston, MA 02110
Attention: Douglas M. Husid, Esq.

and in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the U.S. Postal Service.

11. Successors and Assigns; Liability. The provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. Each and every obligation and condition contained in this Contract, in the Approval or in any agreement or undertaking related to the Approval is and shall be construed to apply only to the Project. The liability of the undersigned shall be limited solely to its interest in the Project and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of MATEP LP or its successors or assigns, or any person or entity directly or indirectly holding any interest in any of the foregoing from time to time, shall have or be subject to any personal liability hereunder. After any termination under Chapter 121A as to the Project, or transfer of the Project to another party, or termination or transfer of any portion thereof, each in accordance with the Approval by the Authority or as otherwise approved by the Authority, MATEP LP shall no longer be subject to the obligations hereof and shall have no further liability hereunder with respect to the Project or such portion of the Project, as the case may be, the City agreeing to look solely to such transferee.

12. Term of Contract. The term of this Contract shall commence on the Effective Date and expire on January 2, 2016, the fortieth (40th) anniversary of the organization date of MATEP, Inc.

13. Transfer of Project. If MATEP LP or any mortgagee of the Project shall propose, acting either under the provisions of Section 11 (third and last paragraph) of Chapter 121A and Section 13A of Chapter 652 as amended, or under Section 16A of Chapter 121A, propose to sell, convey, exchange, give or otherwise transfer (collectively, "transfer") the Project, in whole or in part, to another Chapter 121A entity or entities, this Contract shall upon the prior approval of such transfer(s) and the transferee(s) by the City and at the option of the City, be terminated or

amended and a new 6A Contract, pursuant to Section 6A of Chapter 121A, shall be entered into between the City and such transferee or transferees. Any requests by MATEP LP or others for termination of the Project, in whole or in part, as a Chapter 121A, shall be governed by the provisions of Chapter 121A, as amended and applicable. Notwithstanding any such termination of this Contract, any zoning deviations granted by the City in the Initial, Second Amendment, Third Amendment or Fourth Amendment to Report and Decision shall survive such termination and continue in full force and effect. The City, insofar as its approval may be required for such transfer to such an entity, for such an assignment, or for any other matters in connection therewith, hereby agrees not to withhold unreasonably its approval of the same so long as the proposed transferee and the Project satisfies the requirements set forth in Section 13A of Chapter 652 (i.e., the proposed transferee shall “appear to have the ability requisite to perform the obligations and carry out the duties imposed by chapter one hundred twenty-one A of the General Laws with respect to the project, and if it determines that none of the proposed changes, if any, in the project are fundamental”), except, however, that this agreement shall in no way commit the City or the Mayor to approve any amendments to the Project or to the Application in connection therewith to the extent such approval may be required under Chapter 652 or Chapter 121A.

14. Invalidity. If any provision of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

[Signatures on the Following Page]

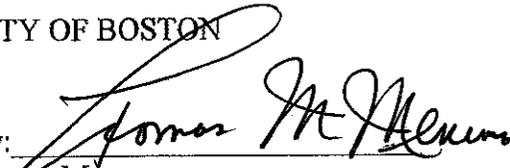
Executed as a sealed instrument the day and year first above written.

APPROVED AS TO FORM:

CITY OF BOSTON


Corporation Counsel

CNC

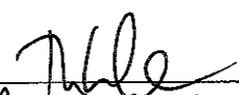
By: 
Mayor

By: 
Commissioner of Assessing

MATEP LIMITED PARTNERSHIP, a
Massachusetts limited partnership

By: MATEP GP, LLC, a Delaware limited
liability company, its general partner

By: Mayflower Energy Holdings LLC, a
Delaware limited liability company,
its sole member

By: 
Name: Thomas LEFEVRE
Title: Authorized signatory