

LAND DEVELOPMENT AGREEMENT

BY AND BETWEEN

SOMERVILLE REDEVELOPMENT AUTHORITY

AND

299 BROADWAY PROPERTY OWNER LLC

[DATE]

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LAND DEVELOPMENT AGREEMENT

This **LAND DEVELOPMENT AGREEMENT** (this “**LDA**”) is made this ____ day of ____, 2025 (the “**Effective Date**”), by and between the **SOMERVILLE REDEVELOPMENT AUTHORITY** (the “**SRA**”), a redevelopment authority as defined in Massachusetts General Laws, Chapter 121B, with an address of c/o City Hall, 93 Highland Avenue, Somerville, Massachusetts 02143, and **299 BROADWAY PROPERTY OWNER LLC**, a Massachusetts limited liability company with an address of 275 Grove Street, Suite 2-150, Newton, Massachusetts 02466 (the “**Developer**,” and together with the SRA, the “**Parties**”).

BACKGROUND

A. The City of Somerville (the “**City**”) prepared a long-range planning document for the Winter Hill neighborhood of Somerville, known as the Winter Hill Neighborhood Plan. This plan presented a vision for development within Winter Hill, focused on affordable housing, new retail space, and public amenities. The Somerville City Council officially adopted this plan in November 2016.

B. The SRA prepared an urban renewal plan for a portion of Winter Hill that included a long-vacant site of a Star Market at 299 Broadway, along with several adjacent parcels. This urban renewal plan, known as the Winter Hill Urban Renewal Plan (the “**Renewal Plan**”), was approved by the Commonwealth of Massachusetts Department of Housing and Community Development (now Executive Office of Housing and Livable Communities, “**HLC**”) on June 29, 2021.

C. The SRA formed the Winter Hill Urban Renewal Plan Civic Advisory Committee (“**CAC**”) in February 2022. The CAC is made up of various neighborhood stakeholders including local residents, business owners, and representatives of specific language communities, and is intended to provide consistent feedback to the SRA and City on the implementation of the Renewal Plan.

D. In February 2023, affiliates of the Developer received a comprehensive permit from the Somerville Zoning Board of Appeals (the “**ZBA**”) under Massachusetts General Law Chapter 40B to construct two mixed-use residential and retail buildings and adjacent civic spaces on several parcels of land that comprise a significant portion of the Renewal Plan area. The Developer then purchased the parcels directly from the previous owner in October 2023 pursuant to a deed recorded with the Middlesex South District Registry of Deeds in Book 82094, Page 63 and filed with the Middlesex South Registry District of the Land Court as Document No. 1945745 (collectively, the “**Site**”), without the involvement of the SRA. The SRA and City staff acknowledged publicly that the development proposal for the Site would help the SRA meet the goals of the Renewal Plan. The portion of the Site that was registered land was deregistered by the Developer pursuant to a Land Court Registered Land Endorsed Notice of Voluntary Withdrawal dated May 21, 2024, filed with the Middlesex County South Registry District of the Land Court as Document No. 1958094.

E. The Developer sought and received several modifications to the 2023 comprehensive permit from the ZBA. As of the time of the signing of this LDA, the project has been approved for 319 residential units, 136 of which are deed-restricted affordable, and will create approximately 12,760 square feet of new retail space along Broadway, two new civic spaces, and approximately 3,000 square feet of publicly-accessible community space. The Developer will seek further modifications to the

comprehensive permit from the ZBA subsequent to the execution of this LDA, including, without limitation, a modification to the subdivision plan that subdivides the Site into five lots, identified as Lots 1 through 5, as discussed below, which modification is anticipated to be sought in April or May, 2025. The comprehensive permit, as amended to date and as may be amended in the future, is hereinafter referred to as the “**Comprehensive Permit**.”

F. In September 2023, the City received a MassWorks Infrastructure Program grant of \$2,500,000 from the Massachusetts Executive Office of Economic Development. The intended purpose of this grant is to support the development of and public access to civic space on the Site.

G. Prior to the commencement of construction, Lot 1 will be conveyed to one of the members of the sole member of Developer, 299 Broadway Affordable LLC or its nominee (“**Lot 1 Owner**”), Lot 2 would be conveyed to one of the members of the sole member of Developer, 299 Broadway Building B LLC or its nominee (“**Lot 2 Owner**”, and together with Lot 1 Owner, the “**Owners**”), and Developer, affiliates of the Developer, or the Owners will close on financings for the development of Lot 1 and Lot 2 (collectively, the “**Financing Date**”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual obligations of the Parties, the receipt and sufficiency of which are hereby acknowledged, each of them does hereby covenant and agree with the other as follows:

I. PROPERTY DESCRIPTIONS

A. Lot 1

Lot 1 is a parcel of land containing approximately 40,731 square feet (0.935 acres±) as shown on the draft plan entitled “Subdivision Plan of Land, Mark Development, LLC” dated March 7, 2025, prepared by Control Point Associates, Inc. (the “**Draft Subdivision Plan**”), a copy of which is included as Exhibit A. Building A, as described in the Comprehensive Permit, will be constructed on Lot 1. Lot 1 also includes a portion of the Mews, as such term is described in the Comprehensive Permit.

B. Lot 2

Lot 2 is a parcel of land containing approximately 58,554 square feet (1.344 acres±) as shown on the Draft Subdivision Plan. Building B, as described in the Comprehensive Permit, will be constructed on Lot 2. Lot 2 also includes a portion of the Mews and the Civic Plaza, as such terms are described in the Comprehensive Permit.

C. Lot 3

Lot 3 is a parcel of land containing approximately 5,028 square feet (0.115 acres±) as shown on the Draft Subdivision Plan. Lot 3 is improved with a driveway and parking spaces and paving and ground improvements will be made to Lot 3 as part of the project.

D. Lot 4

Lot 4 is a parcel of land containing approximately 3,601 square feet (0.083 acres±) as shown on the Draft Subdivision Plan. Lot 4 is vacant land and is intended to be sold to the Somerville Community Land Trust for the development of income-restricted homeownership units.

E. Lot 5

Lot 5 is a parcel of land containing approximately 7,936 square feet (0.182 acres±) as shown on the Draft Subdivision Plan. Lot 5 will contain Sewall Park, as such term is described in the Comprehensive Permit.

II. CERTIFICATE OF COMPLIANCE FOR LOT 1 AND LOT 2

The Developer, or successors to the Developer, agree to develop Lot 1 and Lot 2 in accordance with the Comprehensive Permit. The construction of the improvements on Lot 1 or the improvements on Lot 2, respectively, shall in each case be deemed substantially completed for the purposes of the LDA when (i) the improvements authorized by the Comprehensive Permit on each lot have been built and are ready for occupancy (other than (1) “punch list” items that do not materially interfere with the occupancy of the improvements for their intended purposes, (2) landscaping and other similar work which cannot then be completed because of climatic conditions or other reasons beyond the reasonable control of the Developer, as determined by the SRA in its sole reasonable discretion, and (3) any “fit out” work within any non-residential space within any of the buildings constructed) and (ii) a temporary or final Certificate of Occupancy has been issued by the Somerville Inspectional Services Department.

Within forty-five (45) days after the improvements to Lot 1 and/or Lot 2 are substantially complete, if Lot 1 Owner or Lot 2 Owner notifies the SRA of such substantial completion and requests in writing a Certificate of Compliance so certifying, the SRA will either (i) furnish the owner of such lot with a Certificate of Compliance, or (ii) notify the owner of the SRA’s refusal to issue a Certificate of Compliance together with the specific reasons for such denial and specify what measures or acts will be necessary for the owner to obtain such Certificate of Compliance. For the avoidance of doubt, the SRA agrees that a Certificate of Compliance shall not be a prerequisite for obtaining a temporary or permanent certificate of occupancy and the Parties acknowledge and agree that separate Certificates of Compliance may be provided for Lot 1 and Lot 2.

The Developer agrees that the SRA shall be under no obligation to issue a Certificate of Compliance for the improvements of Lot 1 and/or Lot 2 until such time as the SRA has had a reasonable opportunity to inspect the improvements pursuant to the provisions of the Comprehensive Permit and this LDA and any approved or allowed modifications therefore. For purposes of this Section, a reasonable opportunity for inspection shall be thirty (30) days from the date of the SRA’s receipt of a request for a Certificate of Compliance Request.

A Certificate of Compliance for a lot shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this LDA with respect to such lot and shall release such lot from the Renewal Plan. A Certificate of Compliance shall be in such form as will enable it to be recorded at the Middlesex South District Registry of Deeds.

III. ACQUISITION AND DEVELOPMENT OF LOT 5 (SEWALL PARK)

A. Agreement to Sell.

The Developer agrees to sell Lot 5 to the SRA for [XXX], which is supported by the value of the land ([XXX]) as determined by third party appraisers as well as the anticipated improvements to be made to the land ([XXX]), in accordance with the Comprehensive Permit. The sale of the Lot 5 would occur on a date mutually acceptable to the Parties, but the sale will not occur prior to the Financing Date.

B. Agreement to Develop.

The Developer agrees to develop Lot 5 in accordance with the Comprehensive Permit. Simultaneous with the conveyance of Lot 5 to the SRA, the Parties shall enter into an agreement that will include, at a minimum, the following easements (the “**Easement Agreement**”):

1. Easement to the Developer for the construction or improvements on Lot 5 in accordance with the Comprehensive Permit, the construction of subsurface utilities within Lot 5 that will serve Lot 1 and Lot 2, and any other site enabling work within Lot 5;
2. Easement to the owner of Lot 1 and the owner of Lot 2 for the use, maintenance, and repair of utilities located within the subsurface of Lot 5 that serve Lot 1 and/or Lot 2 and the construction of new utilities in the subsurface of Lot 5 that serve Lot 1 and/or Lot 2 (including the water quality structure within Lot 5);
3. Pedestrian easement to the owner of Lot 1 and the owner of Lot 2 for the use of Sewall Park on Lot 5 and to cross Lot 5 to access Sewall Street;
4. Easements to the owner of Lot 1 and the owner of Lot 2, and any agent retained by the owners of Lot 1 and Lot 2, for the repair and maintenance of the improvements constructed by Developer within Lot 5; and
5. Easement to Developer, the owner of Lot 1, and the owner of Lot 2 for use of Lot 5 as a construction staging/laydown area during construction of Building A and Building B.

Deadline for Completion of Improvements: The Parties acknowledge that time is of the essence for completing the Lot 5 improvements. In the event that the Developer does not substantially complete the improvements to Lot 5 as outlined within the Comprehensive Permit, other than plantings, by May 1, 2027, as such date may be amended by the written consent of both Parties (“**Lot 5 Substantial Completion Date**”), then the Developer shall provide a bond, letter of credit, cash or other security in the form satisfactory to the SRA in an amount of the value of the unfinished improvements as of the Lot 5 Completion Date. Given the seasonal nature of plantings to be done by Developer on Lot 5, certain plantings may need to occur after the Lot 5 Substantial Completion Date.

C. Transfer of Land from the SRA to City.

Once the Developer has completed the anticipated improvements to Lot 5 in accordance with the Comprehensive Permit, the SRA shall deed the land to the City for permanent ownership, subject to the terms of the Easement Agreement that survive post-construction. The Developer shall maintain the improvements on Lot 5 in accordance with the requirements of the Comprehensive Permit.

IV. COMMUNITY ENGAGEMENT EXPECTATIONS

A. Engagement expectations with the Somerville Redevelopment Authority.

Until final certificates of occupancy are issued for Building A on Lot 1 and Building B on Lot 2, the Developer is expected to provide updates to the SRA on the status of the development at one of their general meetings no less frequently than every four months. General meetings occur approximately monthly.

B. Engagement expectations with the Winter Hill Urban Renewal Plan Civic Advisory Committee.

Until final certificates of occupancy are issued for Building A on Lot 1 and Building B on Lot 2, the Developer is expected to provide updates to the CAC at one of their meetings no less frequently than every second CAC meeting, which occur approximately every one to two months.

V. IDENTITY OF MEMBERS OF DEVELOPER

During the term of this LDA, Developer at all times shall provide updates to any change in the members of the Developer and, after conveyance of Lot 1 and Lot 2 to the Owners, the Owners. Developer or the Owners, when applicable, shall inform the SRA in writing no more than fifteen (15) business days after a change in membership of the Developer or the Owners.

VI. DEFAULT

If the Developer fails to perform any of its obligations under this LDA, the SRA shall give written notice to the Developer, and the Developer shall then have a sixty (60) day cure period beginning on the date of receipt of SRA's notice to cure such default. Developer shall promptly begin to cure such failure or violation within such 60-day period and shall diligently and continuously proceed to cure such failure or default within the shortest reasonable time.

If Developer has received notice from the SRA of a default under this LDA and such default is not cured by Developer within the 60-day period specified in this LDA, then before exercising any remedy on account of such default the SRA shall give notice to any mortgagee and investor member of an Owner (a "**Second Notice**") and such mortgagee and/or investor member shall have an opportunity to cure the default by (a) giving written notice to the SRA of its intention to do so within sixty (60) days of receipt of such Second Notice, and (b) proceeding diligently and continuously to cure such default (which may include exercising remedies against Developer and acquiring title to the fee property secured by such mortgage). Any such cure by a mortgagee or investor member shall be deemed to be a cure by Developer for all purposes hereunder.

If after receipt of a Second Notice, mortgagees and/or investor members do not exercise their rights to cure such violation or failure within such party's sixty (60) day cure period or commence to exercise their rights under such mortgage to obtain possession and control of the applicable portion of the Property and diligently and continuously pursue possession, then the SRA, by reason of such default, may, in addition to the rights and remedies under this LDA and at law and equity, terminate this LDA by sending written notice thereof to Developer and any such mortgagee or investor member. In this event, the SRA retains the right to pursue an eminent domain taking of any portion of Lot 1, Lot 2, or Lot 5 for which a Certificate of Compliance has not been issued by the SRA pursuant to Section II, subject to approval by HLC and compliance with all applicable laws. The SRA agrees to accept cure of any default from Developer, an Owner, an investor member of an Owner, or any mortgagee.

In the event of SRA's termination of this LDA in accordance with this Section VI, Developer or the applicable Owner or Developer affiliate, without any representation or warranty from Developer, applicable Owner or Developer affiliate, shall deliver to SRA all development plans, licenses, and permits with respect to any Lot that has been acquired by the SRA pursuant to this section, and assign all rights thereunder to the SRA.

The SRA shall have such equitable and other remedies for any default of this LDA as are available in equity or at law or as are expressly provided for herein, including termination of this LDA, subject to the provisions of this Section VI. All such rights and remedies shall be cumulative and may be exercised by the SRA, simultaneously or consecutively from time to time at its option.

To facilitate the operation of this Section, Developer shall at all times keep the SRA provided with an up-to-date list of names and addresses of mortgagees and investor members. Any such mortgagee or investor member may notify the SRA of its address and request that the provisions of this Section apply to it. The SRA agrees to comply with any such request.

VII. MISCELLANEOUS

A. Cooperation. Each of the Parties covenants and agrees to continue working cooperatively and in good faith with the other party on an ongoing basis to facilitate and implement both the specific terms and conditions and the intent and purposes of this LDA.

B. Force Majeure. Neither Developer nor SRA shall be deemed to be in breach of the duties or obligations required to be performed by it pursuant to this LDA in the event of delay in the performance of such obligations due to acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, labor disputes, strikes, unusual and severe weather conditions or other unforeseeable reasons beyond such party's reasonable control, each of which is not the result of such party's negligence or willful misconduct (each an event of "**Force Majeure**"), and the time for performance shall be extended for the period of delay from such cause or causes; *provided, however*, notwithstanding any provision to the contrary set forth in this LDA, (i) the party seeking the benefit of the provisions of this Section shall, within fifteen (15) days after the beginning of any such delay, have first notified the other party thereof in writing stating the cause or causes thereof and requested an extension for the period of the delay, which notice shall not conclusively establish that an event of Force Majeure has occurred. Notwithstanding

anything in this LDA to the contrary, (i) in no event shall any financing difficulty or any unavailability of mortgage financing constitute an event of Force Majeure, (ii) no event of Force Majeure shall extend any of the deadlines set forth in the LDA and (iii) general economic conditions not constitute an event of Force Majeure; provided that in the event of a substantial contraction of real estate capital markets (as reasonably determined by the SRA) or an Economic Slowdown (as defined below), the SRA agrees that it will not be unreasonable in agreeing to extensions of the deadlines so long as Developer or the applicable Lot Developer is making commercially reasonable efforts to diligently continue development of the applicable lot and so long as any SRA funding grantors do not object. An “**Economic Slowdown**” is a condition under which the growth in the real Gross Domestic Product, as published by the United States Department of Commerce Bureau of Economic Analysis (the “**GDP**”) shall have decreased for a period of two (2) successive quarters.

C. Notices. Any demand, request, approval, consent or notice (collectively referred to as a “**notice**”) hereunder shall be in writing and shall be deemed duly given if mailed by certified or registered U.S. Mail, postage and registration charges prepaid; by overnight delivery service with receipt; or by hand delivery to the Parties at the addresses set forth below:

To the SRA:

Somerville City Hall
93 Highland Avenue
Somerville, MA 02143
Attention: Chair of the Somerville Redevelopment Authority

and to: Somerville City Hall
93 Highland Avenue
Somerville, MA 02143
Attention: City Solicitor

and to: Somerville City Hall
93 Highland Avenue
Somerville, MA 02143
Attention: Director of Economic Development

To 299 Broadway Property Owner LLC:

299 Broadway Property Owner LLC
c/o Mark Development, LLC
275 Grove Street, Suite 2-150
Newton, MA 02466
Attention: Robert Korff

299 Broadway Property Owner LLC
c/o Samuels & Associates
136 Brookline Avenue
Boston, MA 02215
Attention: Damien Chaviano

299 Broadway Property Owner LLC
c/o Beacon Communities
2 Center Plaza, 6th Floor
Boston, MA 02108
Attention: Joshua Cohen

with copies to:

Michael Scott, Esq.
Nutter McClennen & Fish LLP
155 Seaport Boulevard
Boston, MA 02210

and

Julie Stander, Esq.
Nixon Peabody LLP
Exchange Place
53 State Street
Boston, MA 02109-2835

Any notice sent by certified or registered U.S. Mail shall be deemed given on the third day after deposit in the U.S. Mail; any notice sent by overnight delivery service shall be deemed given on the next Business Day after deposit with that service; and any notice sent by hand delivery shall be deemed given on the day of actual receipt. Either Party may, at any time, change its Notice Address (other than to a post office box address) by giving the other Party written notice of the new address in the manner described in this Section VII). A copy of any default notice sent by the SRA under this LDA shall be sent by the SRA to any applicable mortgagees or investor members in accordance with Section VI hereof.

D. Estoppel Certificates. Upon twenty (20) days' written request from Developer, the SRA will execute a certificate in a form acceptable for recording with the Registry that is addressed to the requesting party or a lender, title insurance company, prospective purchaser, tenant or other interested party, confirming that this LDA is in full force and effect (or, if not, that this LDA has been terminated) and certifying to its actual knowledge that Developer is in compliance with its obligations hereunder or, if not, specifying the respects in which Developer is not in compliance or specifying the obligations that are unfulfilled.

E. Delays or Omissions. SRA shall have the right to institute any such actions or proceedings as it deems desirable for effectuating the purposes of this LDA, and no delay or omission by SRA in exercising such rights occurring upon any default or noncompliance by Developer under this LDA shall impair any such rights or be construed to be a waiver thereof. A waiver by SRA of any of the terms, covenants, conditions or agreements hereof to be performed by Developer shall be in writing and shall not be construed to be a waiver of any succeeding breach thereof or of any other term, covenant, condition or agreement herein contained.

F. Conflicts. In the event of any conflict between the terms and provisions of this LDA and any provision of the Comprehensive Permit, the terms of this LDA shall supersede and take precedence over such conflicting provision in the Comprehensive Permit to the extent permissible by law.

G. Independent Authority / Renewal Plan / No Personal Liability. Nothing contained in this LDA shall in any way negate, limit or restrict the SRA's jurisdiction, authority or rights under the Renewal Plan. No official, employee, agent, staff member, or consultant to the SRA or City shall be personally liable to Developer, or to any successor in interest or person claiming through Developer, in the event of any default or breach of this LDA, or for any amount which may become due or on any claim, cause of action or obligation whatsoever under the terms of this LDA.

H. Recording and Filing. The SRA may record this LDA. A complete copy of this LDA may also be filed with the Somerville City Clerk, the SRA, the Inspectional Services Department, Conservation Commission, Planning Board, or Board of Appeals. The Parties agree to make reasonable amendments to this LDA as may be necessary or convenient for the recording of this LDA with the Registry. This LDA shall run with, and shall touch and concern, the land, shall bind Developer and each Owner, as the case may be, and all of Developer and each Owner's successors or assigns, and shall be enforceable by SRA as covenants running with the land without regard to technical classification or designation, legal or otherwise.

I. Severability. If any term or condition of this LDA, or the application thereof to any person or circumstance shall, to any extent, be invalid, inoperative or unenforceable, the remainder of this LDA, or the application of that term or condition to persons or circumstances other than those as to which it is held invalid, inoperative or unenforceable, shall not be affected thereby; it shall not be deemed that any such invalid, inoperative or unenforceable terms or conditions affects the consideration for this LDA; and each term and condition of this LDA shall be valid and enforceable to the fullest extent permitted by Law.

J. Headings. The headings used in this LDA are for convenience of reference and shall in no way define, increase, limit or describe the scope or intent of any term or condition hereof.

K. Time of the Essence. All times set forth herein shall be of the essence.

L. Entire Agreement; Background and Exhibits. This LDA sets forth all of the agreements and covenants among the Parties concerning the subject matter hereof, and supersedes all prior and contemporary agreements and understandings. This LDA may be amended only in writing, duly executed and delivered to those of the Parties against whom enforcement is sought. The recitals set forth in this LDA, and the exhibits to this LDA, are incorporated herein in their entirety.

M. Calculation of Time Periods; Business Days. Unless otherwise specified, in computing any period of time described in this LDA, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included at, unless such last day is a Saturday, Sunday or legal holiday for national banks in the Commonwealth of Massachusetts, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday (a "**Business Day**"). The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Eastern time.

[SIGNATURE PAGES FOLLOW]

DRAFT

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

SOMERVILLE REDEVELOPMENT AUTHORITY

By: _____
Phil Ercolini, Chair

299 BROADWAY PROPERTY OWNER LLC,
a Massachusetts limited liability company

By: 299 Broadway JV LLC, its Sole Member and Managing Member

By: 299 Broadway Building B LLC, its Member

By: S&A 299 Broadway LLC, its Managing Member

By: _____
Name:
Title:

By: 299 Broadway Affordable LLC, its Member

By: 299 Broadway Affordable MM LLC, its Managing Member

By: Beacon Communities Corp., its Sole Member

By: _____
Name: Joshua Cohen
Title: President

[NOTARY CLAUSES FOLLOW]

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF: _____

On this ____ day of _____, 2025, before me personally appeared the above-named Phil Ercolini, the Chair of the Somerville Redevelopment Authority, a redevelopment authority as defined in Massachusetts General Laws, Chapter 121B, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding instrument, and acknowledged to me that such person signed said instrument as the Chair of the Somerville Redevelopment Authority and voluntarily for its stated purpose.

Notary Public:

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF: _____

On this ____ day of _____, 2025, before me personally appeared the above-named _____, the Authorized Signatory of S&A 299 Broadway LLC, the Managing Member of 299 Broadway Building B LLC, as Member of 299 Broadway JV LLC, as Sole Member and Managing Member of 299 Broadway Property Owner LLC, a Massachusetts limited liability company, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding instrument, and acknowledged to me that such person signed said instrument in such capacity and voluntarily for its stated purpose.

Notary Public:

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF: _____

On this ____ day of _____, 2025, before me personally appeared the above-named Joshua Cohen, President of Beacon Communities Corp., as Sole Member of 299 Broadway Affordable MM LLC, as Managing Member of 299 Broadway Affordable LLC, as Member of 299 Broadway JV LLC, as Sole Member and Managing Member of 299 Broadway Property Owner LLC, a Massachusetts limited liability company, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding instrument, and acknowledged to me that such person signed said instrument in such capacity and voluntarily for its stated purpose.

Notary Public:

My commission expires:

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