



BLESSED SACRAMENT CHURCH

361 Centre Street, Jamaica Plain, MA

Request for Proposals

Unique Opportunity to Redevelopment this Iconic and Architecturally Significant Mixed-Use
Building

Contact: Celina Miranda
celina@hydesquare.org



REQUEST FOR DEVELOPMENT PROPOSALS:

Blessed Sacrament Church site, 361 Centre Street, Jamaica Plain, Mass.

PROPOSALS MUST BE RECEIVED NO LATER THAN

5:00 P.M. August 16, 2019

DELIVER TO: HYDE SQUARE TASK FORCE, 33 SUNNYSIDE AVE, JAMAICA PLAIN,
MA 02130

Pre-Proposal Conference/Site Walk:

As requested

NAME AND ADDRESS OF PROPOSER

NAME: _____

ADDRESS: _____

EMAIL: _____

DATE: _____

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Request for Responses for Real Estate Development Proposals: Blessed Sacrament Church, Jamaica Plain

NOTICE FOR RELEASE OF THE RFP

As a community-based 501(C)3 organization, the Hyde Square Task Force (HSTF) is seeking proposals from qualified, accomplished development entities, or partnerships, interested in revitalizing this important community-asset consistent with the preferred-use criteria described below. As property owner, HSTF hopes to revitalize and recapitalize this unique property in a way that addresses need, mission and a unique destination that will highlight, re-invigorate and define this vibrant Jamaica Plan neighborhood – a place for everyone to enjoy!

We are interested in exploring, with the right development partner(s), the opportunity to redevelop this landmark property in a way that creates a revitalized community asset and that explores innovative ways to reposition this currently underutilized property. While the building offers unique architectural amenities, we understand the challenges with respect to revitalization costs. As such, the HSTF is committed to actively supporting the selected developer to explore/seek alternative (or creative) funding models and capital stacks.

Founded in 1991, HSTF amplifies the power, creativity, and voices of youth, connecting them to Afro-Latin culture and heritage so they can create a diverse, vibrant Latin Quarter and build a just, equitable Boston. We are committed to working to address the growing violence, economic and social challenges facing the Hyde/Jackson Square

neighborhood of Jamaica Plain. Annually, we engage over 800 children, youth and young adults through our Youth in Action, College Success and Creative Development and Community Engagement programs. We are excited about the opportunity to redevelop the Blessed Sacrament Church and to leverage our mission AND incorporate new uses as proposed by the development proposers.

We look forward to exploring new ideas and visions for this important landmark asset!



361 Centre Street, Jamaica Plain

Intent + Project/Site Background:

Introduction/Background/Base Submittal Criteria:

The Blessed Sacrament Church is located at 361 Centre Street along a vibrant corridor that runs between the neighborhoods of Jamaica Plain and Roxbury in the City of Boston

[https://www.google.com/maps/place/361+Centre+St,+Jamaica+Plain,+MA+02130/@42.3224715,-71.1074482,3a,75y,3.69h,100.81t/data=!3m6!1e1!3m4!1sTb_J3OYF_M0JAVe0Jrx3Vw!2e0!7i16384!8i8192!4m5!3m4!1s0x89e379829ee8e335:0x5e4084a71816fbb0!8m2!3d42.322908!4d-71.107473].

The basilica was originally developed by Reverend Arther T. Connolly in 1917 and enjoyed active use until 2004, when it was sold by the Archdiocese of Boston. It has been closed to the public now for 15 years.

Hyde Square Task Force (“HSTF”) aims to stabilize and restore the iconic Church. While the ultimate use of the property will be determined by the developer, we are hopeful that the new use will allow for the creation of some dynamic performance/community event space(s) that will further HSTF’s mission including its youth and ‘the arts’ programming.

The Church is part of the Church Square Condo Association which is represented as part of a Master Deed. Transfer of ownership of the property as part of the Master Lease should be considered by the proposers and a form that will ultimately be incorporated into the Master Lease document. *A copy of the Master Lease document is made available in the “Deal Room” described below.*

Preferred Use (Project Goals and Requirements): HSTF looks forward to identifying qualified and accomplished development partners to work on the reprogramming and redevelopment of the Blessed Sacrament Church site. While we appreciate the value of this prominent “JP” locale, we fully understand the challenges ahead in addressing the physical and financial redevelopment of the site. As such, we welcome proposals from competent, creative and enthusiastic developers and look forward to selecting the best team members to support this vital community project.

With that in mind, we have identified the following baseline criteria to assist proponents in forming their unique development proposals and encourage the following land uses/outcomes:

- **Performance/Event Space:** A critical component of the HSTF’s core mission includes the creation of, and access to significant and functional performance and event spaces. This is our first priority when determining the re-use of the existing Church asset. This space would ideally accommodate approximately 250 people and would be pronounced by a prominent entrance from Centre Street.

Preferably, this space would be owned, controlled and maintained by HSTF; however, we understand that the overall ownership/control structure and bid price will be proposed by the developer in a form that best meets their financial model. Per above, HSTF is open to evaluating alternative structures and price proposals but will most value proposals that provide economic benefit to the community-based, non-profit organization with weighted advantage.

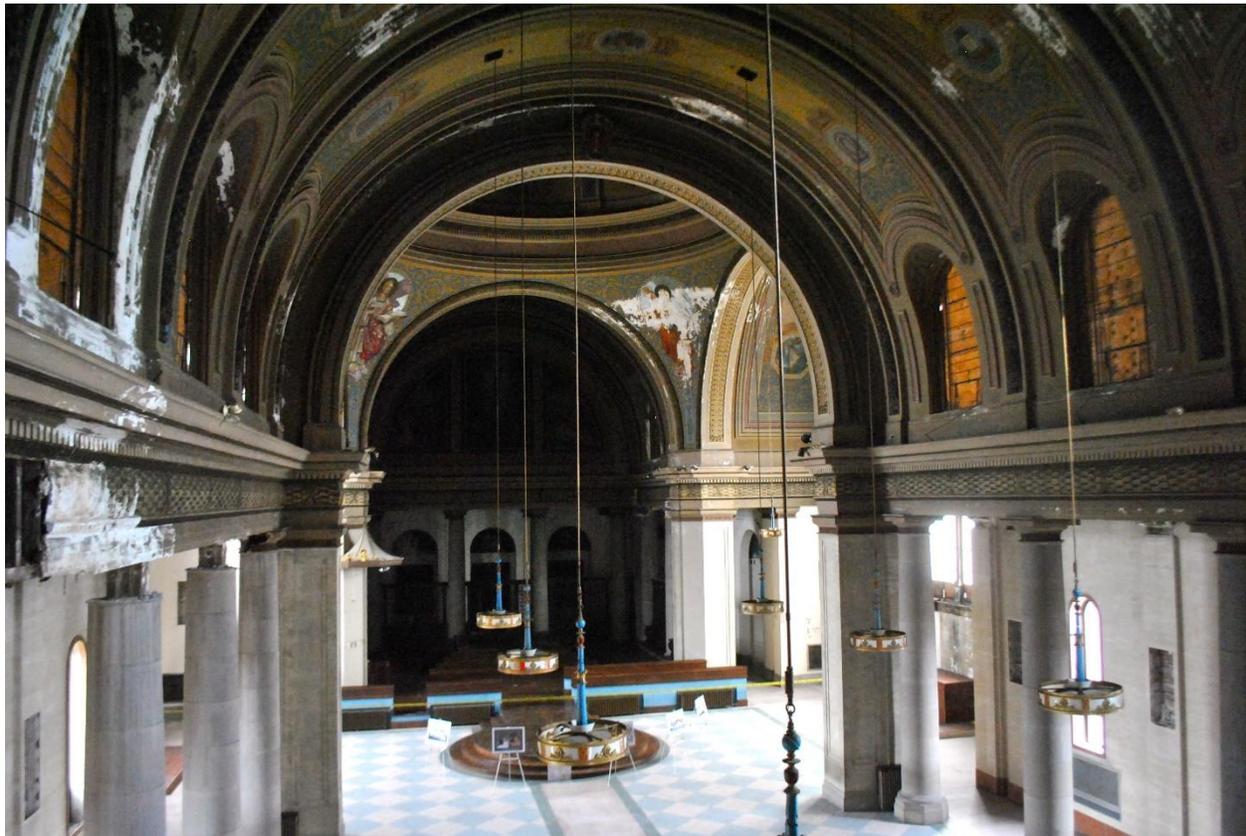
Other criteria for consideration: While the performance and event space are the priority goal for HSTF, when considering how best to reposition the Church asset, there are other criteria that will be considered in the proposal vetting and award process:

- Financial Benefit to HSTF: As current owner of the project, HSTF seeks to realize financial advantage in the sale/repositioning of the Church property. HSTF is open to considering a variety of proposals and ownership structures. This includes the enumeration and consideration of the financial advantages provided through the creation of the Performance/Event space structure (described above) as part of the financial benefits back to the organization. We look forward to reviewing creative financing strategies that meet the required returns to the selected developers/investors while providing some form of long-term beneficial ownership and/or use-annuity to HSTF. HSTF will work together, and pro-actively with the developer to pursue public funding and/or other subsidies strategies as may be proposed in the developer's financial proposal.
- Accessible Outdoor Community Space: Preferably, and in conformance with the Master Condo documents, the stair promenade and patio area(s), both existing and proposed along the Centre Street corridor, shall remain fully accessible to the public, including community cultural events and celebrations. The developer is asked to provide a narrative and proposed site plan to describe how this space would work within the larger Church Square campus (see below). Handicap accessibility is likewise important.
- Naming Consideration: If possible, the name of the newly renovated property should be done in consultation with HSTF. Ideally, this name would highlight and celebrate the local Latin Community and would be prominently viewed from the Centre Street entrance. The HSTF would favor projects that include the community organization in the naming review and selection process.

While not necessarily impacting the direct scoring of the RFP responses, HSTF notes the following additional criteria as important to their social and corporate missions.

Proposals that also address these criteria will be duly noted:

- Affordable Housing: If housing is proposed, the percentage of affordable housing above what is required by the City of Boston's IDP policy. Affordable housing is a priority to the mission of HSTF.
- Preservation: Acknowledging the current status of the church building, proposals that include efforts to preserve the exterior elements of the church building will be given greater consideration. Proposal should include a narrative outlining the general strategy for architectural preservation and any exclusions required. This strategy should be generally enumerated and addressed in the plans and budgets of the proposal(s) submitted.
- Economic Development: Wherever possible, HSTF suggests that projects include reasonable and sustainable jobs policies that favor local employment and business development to be employed throughout the construction and management process.

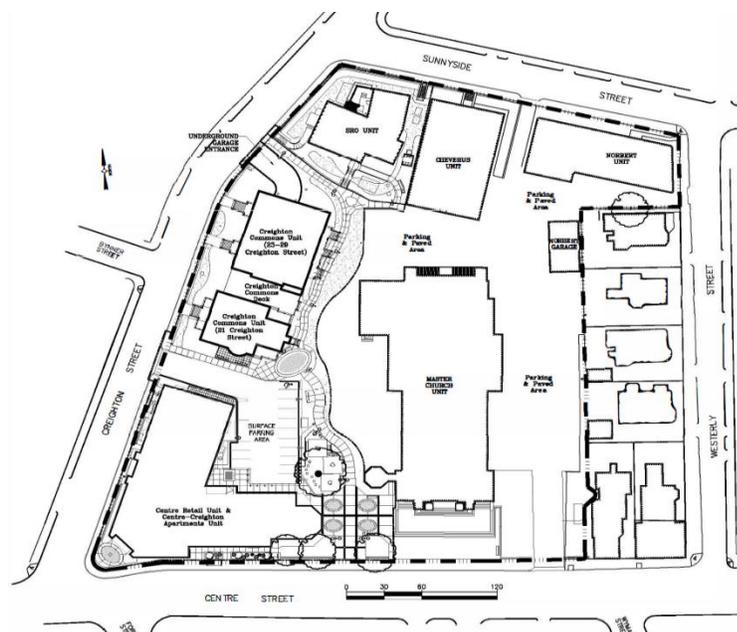


The Site/Campus:

The 3.11-acre property (as described in the Master Deed) is demarcated most notably by the former Blessed Sacrament Church located prominently along the busy thoroughfare of Centre Street in Jamaica Plain. The building is part of a larger campus of buildings known as Church Square which includes HSTF's offices, community space, minor retail and residential housing (both market rate and deed restricted affordable units).



The grand entrance, located on Centre Street, is defined by a grand stone staircase buttressed by large ionic columns and decorative planters capped by a large ornate brick and terra cotta pediment. There is a 40' x 20' plaza that defines the main entrance. The church nave culminates and is capped by a large dome and cupola that provides natural light and is richly decorated.



The Building:

Built in 1917, and designed in the Italian Renaissance Revival style, the church is a 4-story brick and terra cotta structure with an octagonal drum and copper-clad cupola. According to a 2014 building conditions report prepared by Durkee Brown Viveiros & Werenfels Architect and Robert Silman Associates, the block stone foundation and steel superstructure is capped by a pair of stacked clay tile roofs, and the gabled main church roof is green variegated slate. The low-sloped roofs on the east and west sides of the nave have an EPDM roof system. The structure consists of a combination of unreinforced masonry bearing walls and steel columns supporting steel roof trusses over the nave and radial steel roof trusses over the dome. These trusses support the wood-framed roof, as well as the hung ceiling below. The main floor and second floor gallery are steel-framed with wood joist infill. The steel columns are supported by a combination of masonry and stone piers.

The church was formally ‘closed’ by the Archdiocese of Boston in 2004 and all religion iconography was removed including the exterior crucifixes, wood pews and the stained-glass windows along the east and west elevations. As a result of the closure and “moth-balling” of the church building, the building was left less than weathertight which has led to the progressive deterioration of the interior and exterior of the building envelope. Despite this delayed/deferred maintenance, the engineering/building envelope reports conducted in 2014 indicate the building envelope to be in generally in good condition with localized areas of distress and deterioration that are consistent with the age and materiality of the building subject to water infiltration. According to the engineering reports, repairs anticipated to address masonry deterioration, roof repairs and water collection systems, including masonry re-pointing and flashing repairs, the effects of prolonged water infiltration can be addressed to stop continued damage and water infiltration going forward, including localized damage to wood-framing structural members.

Further due diligence is strongly encouraged to confirm these assumptions.

Potential for Participation/Cooperation by the HSTF (501(c)3):

As a 501(c)3 organization, HSTF, the current owner of the property, is open to considering unique development/participation structures that leverage our status as a community-based non-profit organization to assist in fund raising and/or petitioning governmental subsidy sources that might not otherwise be available to the proposer(s).

If a funding gap is anticipated by the proposer, the developer will describe what additional participation is needed from public/quasi-public sources and what form that participation

should take, including but not limited to: bond financing, property tax-incentive programs and/or Opportunity Zone financing structures.

Moreover, if philanthropic support is anticipated, the proponent shall disclose what resources will be sought, and in what amount. The HSTF will entertain utilizing its support in the developer's request in whatever manner is considered reasonable for that charitable source.

Other Criteria:

- Market Data: Collection of market valuation and rent data is the responsibility of the responder(s).
- Tax assumptions and implications are the responsible of the responders(s).
- Opportunity Zone Location: The entire Church Square project is located in a newly designated Opportunity Zone (or "O-zone"), as designated on April 9th, 2018 as part of the Federal Governments economic development initiated by Congress and ratified for implementation by the U.S. Treasury and the IRS. Proposers are encouraged to research the potential opportunities for funding, depending on the scope of the project proposed. Assessment and evaluation of O-Zone funding is the responsibility of the development team; however, the HSTF is willing to support credible proposals for use of O-Zone funds.

Proposer's Information/Submission Requirements:

The proposers shall submit the following information in a form appropriate to best address the requirements below and support the evaluation process described in the next section.

1. **Proposed Project Narrative:** The project narrative should describe the scope and scale of the redevelopment proposed, as well as information regarding the intended end-users (housing, commercial, retail, etc.). The narrative should describe how the Preferred Uses, described on pages 3 through 5 above, will, or will not be addressed in the proposal.

2. **Architectural Concept and Design Strategy:** The proposer/developer should provide a narrative summary of the architectural improvements envisioned, as well as preliminary plans/sketches/site plan that best convey their vision for the project. While it is not required to provide formal architecturally drafted documents, graphic images are encouraged to illustrate the completed project envisioned, both interior and exterior. Information should convey at a minimum:
 - Any changes envisioned to the exterior of the church building;
 - Pedestrian scale improvements and way-finding elements that encourage interactions between all of the buildings in the Church Square (under the master lease);
 - Functionality with respect to managing multiple uses, as applicable;
 - Description of any commercial/retail and how public traffic (both pedestrian and vehicle) will be handled;
 - Description of where the proposed community spaces are envisioned and how they would function within the building (entrance/egress, circulation spaces, etc.);
 - Density considerations, if additional improvements are contemplated;
 - Parking strategy: Per the Master Condominium Agreement, 44 parking spaces are made available for use with the church property. Please provide a description of how you intend to utilize and manage these spaces appropriate

for the preferred use. Please keep in mind that adherence to zoning and other permitting requirements is the responsibility of the proposer.

3. **Project Schedule:** Please provide a general schedule from developer-designation through completion and lease-up. Please clarify any qualifications, or contingencies to the schedule (i.e., lead time for subsidy resourcing or investor return schedule requirements).

4. **Development Team information:** Include information about each member of the team, both individuals and corporate partners and investors, their affiliations and/or partnership structures. Please provide bio/quals information for other team members who will be tasked with physical development, financial strategy and underwriting, anticipated entitlement approvals and property management roles, including detailed descriptions of the experience of each team members. Please also provide information about key consultants including architects, engineers, attorney(s), entitlement professional and construction managers as appropriate.

Please provide details regarding any unique experience the development team has with respect to designing, building and operating community and/or performance spaces, if any. References to completed/developed community and/or performance spaces, from members of the team as applicable, is recommended.

While Joint-Ventures are not precluded, we encourage there be a “lead” developer with whom all legal documents will be negotiated and procured.

5. **Purchase Proposals and Price Structure (details of the terms and form of the Real Estate transaction/form of ownership proposed):** The proposer will submit a purchase proposal and proposed form of ownership. The proposal shall include the following:

- Disposition of the property will be considered by sale, long-term lease or other proposed mechanism as proposed in the RFP submission. Proposers shall provide details regarding the proposed/preferred acquisition strategy, including a timeline to close on all sources of funds.

- Offer price (per above) and related underlying assumptions/criteria; And summary of how the acquisition price will be financed.
- Form of Purchase & Sales agreement anticipated.

6. **Detailed Development Proforma:** Financial projections in a form that includes sufficient details to illustrate the projected direct development and operational budget information and related sources and uses summary. The level of detail should be consistent with requirements and standard practice for underwriting by commercial lending sources. A detailed description of all underlying qualifying criteria to support the practicability of the model proposed. Proposal feasibility will be evaluated and scored based on this information.
7. **Financial Capacity:** Proposers must be able to demonstrate financial ability to complete the project in a timely manner. This could be demonstrated through financial statements, tax returns and/or balance sheet information, or by presenting a statement of financial sufficiency from a known and established bank that demonstrates the financial capacity to carry out the complete project.
8. **Zoning/BPDA Approval Strategy:** The proposer/developer shall be solely responsible for obtaining approvals for any uses or required licenses and zoning relief. Proposals shall NOT be contingent of obtaining zoning approval. The Purchase and Sale document shall include time frames for due diligence required to assess likelihood of obtaining the necessary approvals from the City of Boston (BPDA and the Zoning Commission).
9. **Community Engagement Plan:** The HSTF will continue to engage the Hyde Square community throughout the RFP and selection process. We will invite the developer to join in this community information process immediately upon selection.
10. **Long-term management plan:** Please provide a description of the how the property will be operated and managed including an indication of whether property management will be part time or remotely managed and the staff deployed to oversee the day-to-day operations of the redeveloped facility. If housing is proposed, proposers are encouraged to submit a description of the resident management plan, including how

the required affordable housing regulatory compliance will be handled (IDP and/or Low-Income Housing subsidized).

Proposal Review/Selection Process:

Proposals will be initially evaluated utilizing the criteria listed below. Proposals that do not address all of the Proposer Information/Submission Requirements may not be considered; However, the HSTF reserves the right to waive this requirement if the proposer is able to furnish any missing documentation required of the submission upon request.

Proposer's response to the following will be scored on a comparative basis with other proposals submitted by the submission deadline. While the overall score will hold demonstrate favorable/unfavorable consideration, the HSTF reserves the right to short list proposals regardless of score.

Proposals will be reviewed for:

- Completeness of submittal: This includes all items listed in the Proposals Information/Submission Requirements section above, as applicable.
- Proposed use(s): The proposal is clear with respect to the short and long-term uses for the facility including a detailed description of size and location of each use proposed consistent with the "Preferred Uses" and "Other Criteria" described above.
- Quality and appropriateness of the design and site improvements: While full and detailed architectural documents are not required at this time, the proposers must provide both narrative and pictorial descriptions of the improvements proposed to support the overall development proposal. These design elements must be reflected (qualified and quantified) in the financial proforma to support the level of physical improvements anticipated.
- Financial and physical feasibility: Both the proposed use(s), and quality and appropriateness of the design and site improvements will be scored in terms of the projected practicability of the overall development proposal.
- Offering price: As discussed on Page 4 of this RFP, the HSTF seeks to realize financial advantage in the sale/repositioning of the church to continue to support its mission. HSTF is open to considering a variety of proposal and ownership structures and will

consider enumerating the creation and use of the Performance/Event spaces as part of the “offering price” as proposed by the developer.

- Need for project subsidies: Also described on page 4 above, HSTF will work together, and pro-actively with the developer to pursue public funding and/or other subsidies strategies as may be proposed in the developer’s financial proposal. A description of the project subsidies proposed, and assistance required of HSTF and likelihood of obtaining these subsidies will be consider as “Advantageous” or “Non-Advantageous” depending on the overall viability of the overall strategy proposed.
- Developer’s demonstrated experience, qualifications, expertise and financial demonstrated financial ability. Proposals will also be judged on the overall capacity of the proposers Development Team and financial ability to close on all sources necessary to redevelop the church property.

Selection Process:

- Schedule and due dates: The deadline for proposals is August 16, 2019 at 5 PM. HSTF will review all proposals submitted on or before this date. HSTF will entertain questions or requests for clarification 5-days prior to the submission deadline. Answers and responses to questions submitted for clarification will be circulated to all proposer via e-mail up to five (5) business days prior to the submission deadline, or August 9th, 2019
- Evaluation criteria: Responses will be reviewed by HSTF and evaluated utilizing the criteria above and scored accordingly. HSTF has a formal board subcommittee and professional development advisors that will convene specifically for this purpose. The review committee may at its discretion, reach out to proposers for question, clarifications or requests for additional information.
- Proposals will be determined to be “Advantageous” or “Non-advantageous”: Proposals deemed “Non-advantageous” or otherwise disqualified to incomplete submissions will be notified as such. Proposals deemed “Advantageous” will be invited to make a presentation to the HSTF’s review committee. HSTF will then explore the development proposals through further discussions with the selected developer(s). Upon request, a Developer selected at this stage shall provide any reasonable additional information requested to allow a thorough investigation of the Developer(s) ability to fully complete the proposed development.

- Presentations: HSTF may choose to invite those respondents, which are determined to be the best qualified and most feasible proposal(s), to make a presentation to the HSTF and their Board members. Upon request, any proposal selected at this stage shall provide any reasonable additional information as necessary to assist in the final selection of the respondent(s) with the most advantageous proposal(s) and those deemed most likely to be successful.
- Award: After a 45-day review period, the HSTF announce the reward of the selected developer(s)/development team and proceed to explore the logistics of the development and steps toward moving toward a timeline for closing on all sources proposed as required for sale/transfer of the property. Based on this information, the developer shall propose and prepare a Purchase and Sale Agreement (P&S) and/or other development agreement(s) for the site. Any contract negotiated between the developer and HSTF are subject to the approval of the Board of the Hyde Square Task Force.
- Questions: HSTF assumes that questions and request for further information and clarification will be needed depending on the type of development proposed. All questions should be directed to Celina Miranda, Executive Director at the Hyde Square Task Force at celina@hydesquare.org, 617-524-8303.

Attachments: The HSTF will make the following information available electronically. Submitted proposals that are deemed complete will be given access to the “Deal Room” until the deadline for submission, upon execution of a non-disclosure agreement (attached).

- Plans and specs, locus map and photos.
- Architectural and Structural reports.
- Zoning Information/Analysis.
- Title/Master Deed Information.
- Board memo(s) and other background info., as requested.
- Master Condo documents.

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement, dated as of _____, 2018, is between Hyde Square Task Force (the "Discloser") and _____ (the "Recipient", and collectively with the Discloser, the "Parties").

WHEREAS, the Parties wish to discuss possible business arrangements, including one or more negotiated transactions among their respective organizations (the "Discussions");

WHEREAS, the Discloser has developed and possesses certain valuable confidential and proprietary information relating to its business and financial operations, which confidential information may be disclosed to, or become known by, the Recipient and its officers, employees, agents and representatives during the Discussions; and

WHEREAS, the Discloser desires to protect the proprietary and confidential nature of such information;

NOW, THEREFORE, in order to facilitate the Discussions and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1) The term "Confidential Information" means all information disclosed to the Recipient by the Discloser or its directors, trustees, agents, consultants or employees in any manner, whether orally, visually or in tangible form (including, without limitation, documents, devices and computer readable media), and all copies thereof, whether created by the Discloser or the Recipient, financial operations, strategic plans and market information of the Discloser. The term Confidential Information also includes business and management methods, know-how, trade secrets, instruction manuals, financial reports and statements, business, product and strategic plans, market information and analysis, financial and operational controls and procedures, client identity and information, customer lists and all other information developed and used by the Discloser in its business and operations (as conducted and as proposed to be conducted), which has not been publicly disclosed by the Discloser.
- 2) Except as expressly permitted herein, the Recipient shall not disclose any Confidential Information and shall prevent the disclosure of

any Confidential Information by its employees, agents and independent contractors.

- 3) The Recipient shall use all Confidential Information solely for the purpose of conducting the Discussions and evaluating possible negotiated transactions among the Parties (the "Permitted Purpose").
- 4) The Recipient agrees that, without the prior written consent of the Discloser, neither the Recipient nor its representatives or agents will disclose to any other person the fact that Confidential Information has been made available to it, that the Discussions are taking place or any of the terms, conditions or other facts with respect thereto (including the status thereof); provided, however, that the Recipient may make such disclosure if it has received the written opinion of its outside counsel that such disclosure must be made by the Recipient so that the Recipient does not commit a violation of law.
- 5) Confidential Information shall not include any information that the Recipient can demonstrate:
 - (a) was in the Recipient's possession prior to disclosure by the Discloser hereunder;
 - (b) was generally known, in the trade or business practiced by the Discloser, at the time of disclosure to the Recipient hereunder, or becomes so generally known after such disclosure, through no act of the Recipient or its employees, agents or independent contractors;
 - (c) has come into the possession of the Recipient from a third party who is under no obligation to the Discloser to maintain the confidentiality of such information; or
 - (d) was developed by the Recipient independently of, and without reference to, any Confidential Information or any information that the Discloser has disclosed in confidence to any third party.

If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all of the provisions of this Agreement.

- 6) The Recipient agrees not to reproduce or copy by any means any Confidential Information without the Discloser's prior written permission, except as reasonably required to accomplish the Permitted Purpose. Upon demand by the Discloser at any time, the Recipient promptly shall return to the Discloser or, at the Discloser's option, destroy all tangible materials that disclose or embody any Confidential Information.
- 7) The Recipient shall not remove any proprietary rights legend from, and shall, upon the Discloser's reasonable request, add any proprietary rights legend to, materials disclosing or embodying Confidential Information.
- 8) In the event that the Recipient is ordered to disclose Confidential Information pursuant to a judicial or governmental request, requirement or order, the Recipient shall immediately notify the Discloser and take reasonable steps to assist the Discloser in contesting such request, requirement or order or otherwise protecting the Discloser's rights.
- 9) Other than as expressly specified herein, the Discloser does not grant any license to the Recipient under any copyrights, patents, trademarks, trade secrets or other proprietary rights to use or reproduce any Confidential Information.
- 10) Each party agrees that except for internal purposes only, it will not publish, identify, or otherwise disclose the other's name in any presentation material or other external disclosure without the prior written consent of the other in each instance.
- 11) Each Party agrees that if it decides not to proceed with this transaction, it will promptly inform the other Parties of that decision. In that case, or at any time upon the request of the Discloser for any reason, the Recipient shall promptly deliver to the Discloser or, at the Discloser's option, destroy all Confidential Information (and all copies thereof). In the event of such a decision or request, all

Confidential Information prepared by the Recipient based on Confidential Information provided by the Discloser shall be destroyed and no copy thereof shall be retained.

- 12) The Parties acknowledge that it will be impossible to measure the damages that would be suffered by the Discloser if the Recipient fails to comply with this Agreement and that in the event of any such failure, the Discloser will not have an adequate remedy at law. The Discloser shall, therefore, be entitled (in addition to any other rights and remedies) to obtain specific performance of the Recipient's obligations hereunder and to obtain immediate injunctive relief without having to post a bond.
- 13) This Agreement and all actions related hereto shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of The Commonwealth of Massachusetts.
- 14) The rights and obligations herein shall bind the Parties and their respective legal representatives, successors, heirs and assigns.
- 15) This Agreement expresses the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, commitments and understandings, whether written or oral, with respect to such subject matter. Any modifications of, or changes to, this Agreement shall be in writing and signed by each of the Parties.
- 16) This Agreement shall remain in full force and effect for a period of three years from the date hereof, whereupon it shall expire. Any causes of action accrued on or before such expiration shall survive the expiration of the applicable statute of limitations.

Each of the undersigned has caused this Agreement to be executed by a duly authorized officer as an agreement under seal as of the date and year first above written.

Hyde Square Task Force

BY: _____
Name: **Celina E. Miranda**
Title: **Executive Director**

Name of "Recipient"

BY: _____
Name:
Title: