COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss. SUPERIOR COURT
C.A. NO. 2679CV00453

USPB JV, LLC and SPRINGFIELD TOWER SQUARE, LLC,
Plaintiffs,

v.

MASSACHUSETTS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE and FDS MA LIBERTY JUNCTION, LLC,
Defendants.

SPECIALLY ASSIGNED TO THE HONORABLE DAVID M. HODGE

DEFENDANT MASSACHUSETTS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE'S MEMORANDUM IN SUPPORT OF ITS MOTION TO DISMISS

Defendant Massachusetts Division of Capital Asset Management and Maintenance ("DCAMM") respectfully requests that this Court dismiss the Complaint brought by USPB JV, LLC and Springfield Tower Square, LLC. This Court has already identified "myriad difficulties," in the Complaint, noting that "[t]here is no logical or legal support for plaintiffs' convoluted theory," and has further determined that Plaintiffs have not articulated any "tenable basis for relief." Dkt. No. 27 at 13, 22. None of Plaintiffs' claims against DCAMM can survive in the face of these serious legal deficiencies.

As this Court is aware, the operative Complaint has been brought by two disgruntled proposers seeking to overturn DCAMM's discretionary decision that Liberty Junction's proposal for the new Springfield Regional Justice Center ("SRJC") provided the best value to the Commonwealth (i.e., the Trial Court) by approximately $300 million. As further discussed below, Plaintiffs have asserted incorrect and inapplicable legal claims and theories against DCAMM. Plaintiffs' Complaint is based on: (1) legal mistakes in its assertions that the state ethics laws create a cause of action against DCAMM, and that the certiorari and declaratory judgment statutes apply to the case at hand; and (2) allegations that do not plausibly state a claim because Plaintiffs have not identified any facts indicating that DCAMM has violated the law. These issues with the Complaint are more than mere defects—they are fatal flaws, dooming the Complaint, and requiring its dismissal.

For these reasons, the Complaint against DCAMM should be dismissed in its entirety.

RELEVANT FACTUAL BACKGROUND[1]

The Requests for Proposals

DCAMM is the state agency responsible for capital planning, major public building construction, facilities management, and real estate services for the Commonwealth of Massachusetts. Compl. ¶ 3; *see* G.L. c. 7C, §§ 2, 4. In January 2025, the Trial Court submitted a proposal to the Asset Management Board ("AMB") for the SRJC. Compl. ¶ 9. The AMB approved the proposal, and on June 30, 2025, DCAMM published a Request for Proposal ("RFP") seeking proposals for leased space in Springfield, Massachusetts for use by the Trial Court (the "Project"). *Id.* ¶¶ 10, 15.

The RFP noted that DCAMM would select the proposer that provides the "best value" to the Commonwealth. Excerpted Request for Proposals ("Ex. 1") at 11.[2] The RFP informed proposers that DCAMM would have considerable discretion regarding the selection process, and that DCAMM could "select or reject proposals solely on subjective value and ability to meet the needs of the agency occupant." *Id.* DCAMM reserved the right in the RFP to, among other things, "waive portions of the RFP for all proposers," "excuse minor informalities in any proposal," and "discuss any provisions of the proposal in order to clarify the proposal." *Id.* The RFP set forth that the lease proposals need only be "substantially complete" and that multiple entities could jointly propose parcels of land for consideration. *Id.* at 10; Compl. ¶ 18. The RFP also

1 The allegations in the Complaint are taken as true for purposes of this motion only.

2 The RFP is incorporated by reference throughout the Complaint, *see, e.g.,* Compl. ¶¶ 15 n.8, 16-20, and is therefore an "undisputed document[] incorporated by reference in the complaint" that may be properly considered by this Court in connection with this motion to dismiss. *Osborne-Trussell v. Children's Hosp. Corp.*, 488 Mass. 248, 250 (2021), citing *Sudbury v. Mass. Bay Transp. Auth.*, 485 Mass. 774, 776 n.4 (2020).

incorporated G.L. c. 268A, which "governs conflict of interest involving state employees." Compl. ¶ 20.

The RFP required proposals to be submitted by "eligible proposers" that could demonstrate site control. Compl. ¶ 17. The RFP required proposers without an existing lease or ownership interest to demonstrate site control by submitting "a copy of a fully executed … purchase-and-sale agreement, option to purchase or lease or other evidence of the proposer's control of the property[.]" Ex. 1 at 10. Finally, any proposer would have to demonstrate, to the satisfaction of DCAMM, actual control of the site at the time of leasing. *Id.*

On or about October 16, 2025, the two Plaintiffs submitted proposals in response to the RFP. Compl. ¶ 23. Plaintiffs allege that their proposals met the requirements of the RFP, but provide no specific factual allegations about their own proposals. *Id.*

On October 16, 2025, Liberty Junction also submitted a proposal in response to the RFP. Compl. ¶ 25. Plaintiffs allege, upon information and belief, that Liberty Junction is a joint venture between FD Stonewater and CoJo Partners, the latter of which is jointly owned by John Barros and Conan Harris. *Id.* ¶ 27. Claiborne Williams, Richard Mann, Conan Harris, and John Barros were named as Liberty Junction's principals in the Liberty Junction proposal. *Id.* ¶ 27; Excerpted Liberty Junction Proposal ("Ex. 2") at 7.[3] The Liberty Junction Proposal enclosed a fully executed option agreement ("Option Agreement"), which granted FD Stonewater, LLC, "or its designee" an irrevocable option to ground lease expiring on May 9, 2026.[4] Compl. ¶ 26(c); Ex. 2 at 20-21.

Mr. Barros' Role in the MCCA

Six weeks after Liberty Junction submitted its proposal, Mr. Barros was appointed to a one-year term as the Interim Executive Director of the Massachusetts Convention Center Authority

[3] Liberty Junction's proposal is incorporated by reference in the Complaint, Compl. ¶¶ 25 & n.11, 26, and may therefore be properly considered by this Court in connection with this motion to dismiss. *Osborne-Trussell*, 488 Mass. at 250.

[4] The Liberty Junction proposal also enclosed a purchase agreement executed by FDS MA Springfield Dwight, LLC relating to an ancillary parcel of land proposed for parking. Compl. ¶ 26; Ex. 2 at 12, 24-25. The purchase agreement reflects that FDS MA Springfield Dwight, LLC "or its designee" was the purchaser of the land and the agreement was also signed by Claiborne Williams. Compl. ¶ 26(a); Ex. 2 at 24, 44.

("MCCA"). Compl. ¶ 28. The MCCA is an independent public authority of the Commonwealth that owns and operates convention centers in Massachusetts. *Id.* ¶ 29. Plaintiffs have alleged upon information and belief that as of July 2, 2026, Mr. Barros had not disclosed his role in the Liberty Junction proposal to the State Ethics commission. *Id.* ¶ 36. The Complaint does not contain any allegations that Mr. Barros had any contact with DCAMM regarding the SRJC.

DCAMM's Provisional Selection of Liberty Junction as the Best Value Proposer

On or about July 1, 2026, DCAMM notified Liberty Junction that its proposal had been selected. Compl. ¶ 37. Pursuant to the RFP, DCAMM's selection was only conditional. Ex. 1 at 12. DCAMM's "selection of a proposal may be conditioned upon the prospective landlord satisfying specific conditions established by DCAMM and the User Agency." *Id*. This conditional selection is not a commitment by the Commonwealth and "DCAMM reserves the right to conditionally select another proposal" if those conditions are not met. *Id.* While DCAMM and Liberty Junction will now begin negotiating a lease, no lease has been signed to date. Compl. at 2.

Procedural Background

On July 9, 2026, Plaintiffs filed a complaint and a motion for a temporary restraining order or preliminary injunction. Dkt. Nos. 1, 6. The complaint set forth four counts: Count I, a claim that DCAMM had violated G.L. c. 268A; Count II, a claim for certiorari against DCAMM; Count III, a claim for declaratory judgment against DCAMM and Liberty Junction; and Count IV, a claim for injunctive relief against DCAMM. Compl. ¶¶ 45-73.

On August 24, 2026, this Court denied Plaintiffs' motion for a preliminary injunction, holding in part that: (1) Plaintiffs' conflict of interest claims (Count I) lacked basis in law and fact (Dkt. No. 27 at 12-18); (2) none of Plaintiffs' "five purported defects afford the plaintiffs a tenable basis for relief" under the certiorari statues (Count II) (*Id.* at 22); and (3) the same bases for Counts I and II, likewise do not support a claim for declaratory judgment (Count III) or injunctive relief (Count IV). *Id.* at 25-26.

LEGAL STANDARD

To survive a motion to dismiss for failure to state a claim under Mass. R. Civ. P. 12(b)(6) or 12(b)(1), Plaintiffs must allege facts that plausibly suggest an entitlement to relief. *Iannacchino v. Ford Motor Co.*, 451 Mass. 623, 635-36 (2008); *New Bedford Educators Ass'n v. Chairman of Mass. Bd. of Elementary & Secondary Educ.*, 92 Mass. App. Ct. 99, 106-07 (2017). Merely reciting the elements of a cause of action or offering "labels and conclusions" is insufficient. *Iannacchino*, 451 Mass. at 636 (internal quotation omitted). Although the Court accepts all well-pled factual allegations as true and draws reasonable inferences therefrom, the Court may disregard "legal conclusions cast in the form of factual allegations." *Kelleher v. Lowell Gen. Hosp.*, 98 Mass. App. Ct. 49, 51 (2020) (internal citation omitted).

ARGUMENT

I. Plaintiffs' Conflict of Interest Claim (Count I) Must Be Dismissed Because There Is No Private Cause of Action Against DCAMM and They Have Not Plausibly Alleged Any Statutory Violation

The Complaint does not allege any violation of G.L. c. 268A by DCAMM. All the allegations in the Complaint relate to Mr. Barros' position at the MCCA, but he is not an employee of DCAMM, nor is there any allegation in the Complaint that any DCAMM official violated the conflict of interest laws. The G.L. c. 268A claim against DCAMM must therefore be dismissed.

A. Conflict of Interest Claims Cannot Be Brought Against Commonwealth Agencies

Plaintiffs' conflict of interest claim should be dismissed because they have no private right of action against DCAMM. Plaintiffs allege that DCAMM has violated Sections 7 and 23(b)(3) of G.L. c. 268A, Compl. ¶¶ 47-48, but neither section places requirements on, or authorizes a suit against, a state agency such as DCAMM. Both statutory sections are directed at state agency *employees* rather than the agencies themselves. G.L. c. 268A, § 7 ("A state employee who has a financial interest … in a contract made by a state agency ... shall be punished by a fine … or by imprisonment … or both."); G.L. c. 268A, § 23(b)(3) ("No current officer or employee of a state … agency shall knowingly or with reason to know … act in a manner which would cause a reasonable person … to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties"). DCAMM is not aware of any case where a plaintiff has successfully maintained a G.L. c. 268A claim directly against a Commonwealth agency, nor have Plaintiffs identified any such case.

B. Plaintiffs Have Not Plausibly Alleged Any Violation of c. 268A

Even if such a claim were cognizable against a Commonwealth agency, Plaintiffs could not successfully bring such a claim against DCAMM here because they have not identified any violation of the conflict of interest laws by DCAMM officials. Section 7 sets forth penalties for a "state employee who has a financial interest, directly or indirectly, in a contract made by a state agency, in which the commonwealth or a state agency is an interested party, of which interest he has knowledge or has reason to know[.]" G.L. c. 268A, § 7. Plaintiffs have not alleged that any DCAMM employee has a financial interest in the SRJC lease. As this Court observed, "[t]here is no legal or logical support for the plaintiffs' convoluted theory that DCAMM somehow violated G.L c. 268A, § 7, in the procurement process" and that "Barros went above and beyond in ascertaining and then fulfilling his obligations under § 7." Dkt. No. 27 at 13-14.

Similarly, Plaintiffs' reliance on G.L. c. 268A, § 23(b)(3) is misplaced because there are no allegations in the Complaint that Mr. Barros acted in a manner which would indicate that he is subject to undue influence in the performance of his official duties. G.L. c. 268A, § 23(b)(3). Nor is there any allegation identifying any DCAMM official who appeared to be improperly influenced by the procurement. *See generally*, Compl. As this Court noted, "the plaintiffs do not allege facts supporting an inference that or describing how [A&F Secretary] Gorzkowicz's MCCA board membership translates into Barros's influence on DCAMM's decision with respect to the Springfield courthouse proposal. Dkt. No. 27 at 15; Compl. ¶ 33.

Plaintiffs also have not alleged facts that meet the stringent statutory requirements for rescission of an agency decision under G.L. c. 268A, § 9. First, rescission under Section 9 requires a separate violation of the conflict of interest laws, and as set forth above, Plaintiffs have failed to properly allege applicable violations of Section 7 and 23. Second, the conflict of interest laws only permit rescission of a state agency decision when a violation of the conflict of interest law by a state official "substantially influenced the action taken by any state agency[.]" G.L. c. 268A, § 9(a). There is "a markedly strong presumption that public officials act in good faith[.]" *Nantasket Beachfront Condos., LLC v. Hull Redevelopment Auth.*, 87 Mass. App. Ct. 455, 464 (2015). Finally, assuming *arguendo* that Mr. Barros violated the conflict of interest law (which he did not), Plaintiffs have failed to allege how such violation "substantially influenced" DCAMM in the performance of its duties. Accordingly, Plaintiffs G.L. c. 268A claim must be dismissed.

II. Plaintiffs Have Failed to Plead the Essential Elements of a Certiorari Claim (Count II)

Plaintiffs have also failed to plausibly allege a certiorari claim. "The purpose of a civil action in the nature of certiorari is 'to relieve aggrieved parties from the injustice arising from errors of law committed in proceedings affecting their justiciable rights when no other means of relief are open.'" *Frawley v. Police Com'r of Cambridge*, 473 Mass. 716, 726 (2016) (quoting *Figgs v. Boston Housing Auth.*, 469 Mass. 354, 361 (2014)). "To obtain certiorari review of an administrative decision, the following three elements must be present: (1) a judicial or quasi judicial proceeding, (2) from which there is no other reasonably adequate remedy, and (3) a substantial injury or injustice arising from the proceeding under review.'" *Id.* (quoting *Indeck v. Clients' Sec. Bd.*, 450 Mass. 379, 385 (2008)). The Complaint does not plausibly allege these elements.[5]

[5] While the Court has "assume[d] without deciding that an action in the nature of certiorari is the proper mechanism for review of DCAMM's conditional selection decision," Dkt. No 27 at 21, DCAMM maintains that its conditional selection was contractual rather than quasi-judicial. *See Airport Fuel Servs., Inc. v. Martha's Vineyard Airport Comm'n*, 102 Mass. App. Ct. 642, 646 (2023) (describing purposes of procurement). In cases where certiorari was used to challenge a procurement decision, the defendant was a licensing entity or an adjudicative body approving the contract or decision, rather than the awarding authority itself. *Cf. City of Revere v. Mass. Gaming Comm'n*, 476 Mass. 591, 593, 602 (2017) (concerning the award of a license following a hearing, statement of findings, and a 36-page written determination explaining the licensing decision); *Gifford v. Comm'r of Public Health,* 328 Mass. 608, 610 (1952) (concerning the Massachusetts public building commission's approval of a contract awarded by another entity, the department of public health, following a hearing); *Mello Const., Inc. v. Div. of Capital Asset Mgmt. and Maintenance*, 84 Mass. App. Ct. 625, 626 (2013) (regarding denial of an application for certification to bid on public construction projects).

Plaintiffs' certiorari should be dismissed because there is an existing mechanism for proposers to challenge procurement decisions. It is Plaintiffs who "bear[] the burden to allege and demonstrate the absence or inadequacy of other remedies." *Gannett v. Board of Bar Overseers*, 495 Mass. 1025, 1026-27 (2025) (quoting *Kim v. Rosenthal*, 473 Mass. 1029, 1030 (2016)). Here, the Complaint incorrectly alleges only that there is "no reasonable means to appeal this decision as the Attorney General's Office lacks jurisdiction to adjudicate disputes concerning contract compliance," but fail to address the remedies available to them in the courts. *Compare* Compl. ¶ 60 *with Bradford & Bigelow, Inc. v. Commonwealth*, 24 Mass. App. Ct. 349, 358-59 (1987) (discussing availability of monetary damages for bid procurement challenges against the Commonwealth); *Paul Sardella Const. Co. v. Braintree Hous. Auth.*, 3 Mass. App. Ct. 326, 333 (1975), *aff'd*, 371 Mass. 235 (1976) (discussing availability of implied contract remedies); *see* also *Cubic Transp. Systems, Inc. v. MBTA*, No. 025412BLS, 2002 WL 31957004, *4 (Suffolk Sup. Ct. Dec. 12, 2002) (van Gestel, J.) (collecting cases). Plaintiffs' Complaint ignores its available remedies pursuant to the cases set forth above, and because Certiorari is a remedy of last resort, Count II must be dismissed.

Plaintiffs also have not alleged that they have suffered a "substantial injury or injustice" that would sustain the certiorari claim. No lease has been awarded. *See* Compl. at 1. It was within DCAMM's discretion to conditionally select Liberty Junction. Ex. 1 at 11-12. Furthermore, Plaintiffs' allegations cannot constitute a "substantial injury or injustice" where, in the event that Liberty Junction is unable to meet all of DCAMM's specifications, DCAMM will not proceed with the lease and may conditionally select another proposer. *Id.* at 12. In the absence of any substantial injury or injustice alleged by Plaintiffs, the certiorari claim must be dismissed.

Finally, and as the Court properly found in its August 24th decision, Plaintiffs have no tenable ground for relief under the certiorari statute. Dkt. No. 27 at 22-25. As described *infra* Part III.B, the deficiencies alleged by Plaintiffs in the Complaint are not violations of the RFP.

Accordingly, Plaintiffs have failed to plausibly state a claim for certiorari, and Count II should be dismissed.[6]

III. Plaintiffs Declaratory Judgment Claim (Count III) Is Barred and Unsupported By Plausible Factual Allegations

Plaintiffs' declaratory judgment claim against DCAMM must be dismissed. The Declaratory Judgment Act ("DJA") permits litigants to "obtain a determination of the legality of the administrative practices and procedures of any … state agency or official which practices or procedures are alleged to be in violation of the Constitution of the United States or of the constitution or laws of the commonwealth, or are in violation of rules or regulations promulgated under the authority of such laws, which violation has been consistently repeated." G.L. c. 231A, § 2. Plaintiffs' declaratory judgment claim falls outside this limited waiver of sovereign immunity because they have failed to allege any repeated violation of rules, regulations, or laws by DCAMM.

A. Plaintiffs Declaratory Judgment Claim Is Barred By Sovereign Immunity

Plaintiffs' declaratory judgment claim against DCAMM is barred by sovereign immunity. In Massachusetts, "[t]he general rule of sovereign immunity provides that the Commonwealth cannot be impleaded into its own courts except with its consent . . . in the manner and to the extent expressed … by statute." *Randall v. Haddad*, 468 Mass. 347, 354 (2014) (cleaned up). "Consent to suit must be expressed by the terms of a statute, or appear by necessary implication from them." *Ware v. Commonwealth*, 409 Mass. 89, 91 (1991) (citation omitted). DCAMM is a state agency. G.L. c. 7C, §§ 2, 4. Plaintiffs must therefore identify an unambiguous statutory waiver of sovereign immunity authorizing their suit against DCAMM and they have not done so.

The DJA is only a "limited waiver" of the Commonwealth's sovereign immunity. *Sullivan v. Chief Justice for Admin. & Mgmt. of Trial Court*, 448 Mass. 15, 24–25 (2006). Plaintiffs' declaratory judgment claim does not fall within that limited waiver for two reasons. First, the statute only permits a challenge to "the legality of the administrative practices and procedures" of

[6] Notably, certiorari claims are often decided on an administrative record. Where, as here, the public records referenced in the Complaint, and incorporated therein, the authenticity of which has not been contested, would be part of such record, and provide ample basis to dismiss this case for failure to state a claim under Rule 12(b)(6).

state agencies. G.L. c. 231A, § 2. The statute defines "practices and procedures" as meaning "the customary and usual method of conducting … state agency or official business." *Id.* Here, Plaintiffs do not challenge DCAMM's usual method of conducting official business, but instead seek a declaratory judgment regarding DCAMM's one-time provisional selection of a proposer for a specific RFP. Compl. ¶¶ 65-67. Second, a declaratory judgment is only available for violations of the law by the state agency that have been "consistently repeated." G.L. c. 231A, § 2. Plaintiffs also do not allege any violation of the law, much less repeated violations. *Cf. Serv. Emps. Int'l Union, Loc. 509 v. Dept. of Mental Health*, 476 Mass. 51, 52-53 (2016) (permitting declaratory judgment claim concerning defendant's repeated entry into improper privatization contracts to proceed); *Naranjo v. Dept. of Revenue*, 63 Mass. App. Ct. 260, 261 (2005 (regarding failure to provide plaintiff with multiple hearings after multiple requests). Their declaratory judgment claim does not fall within the limited waiver set forth in the DJA and therefore is barred by sovereign immunity.

Litigants are not permitted to leverage the DJA to overturn individual decisions by a Commonwealth agency. "[D]eclaratory relief is an appropriate way of testing the validity of regulations or the propriety of practices involving violations of rights, which are consistent and repeated in nature." *Diatchenko v. Dist. Attorney for Suffolk Dist.*, 471 Mass. 12, 30 (2015). "It is not, however, an appropriate remedy where the validity of an adjudication … in an individual case is being challenged." *Id.* at 31 (holding that declaratory relief was not available to overturn individual parole decisions). An attempt to second-guess a decision by a government agency is not a basis for a declaratory judgment. *See Frawley*, 473 Mass. at 726 ("The dispute between the parties is not about the meaning or scope of the commissioner's obligation… but, more accurately, whether the commissioner's decision … was improper."). Plaintiffs here seek a remedy in their individual case – for this Court to overturn DCAMM's discretionary decision for their own benefit.

B. Plaintiffs Have Not Plausibly Alleged Any Basis to Overturn DCAMM's Discretionary Best Value Decision

Even if not barred by sovereign immunity, Plaintiffs' declaratory judgment claim is subject to dismissal because they have not plausibly alleged that DCAMM violated any law. The SRJC procurement is governed by G.L. c. 7B and 810 CMR 2.00. Ex. 1 at 2. Plaintiffs have failed to allege any violation of this governing law, and DCAMM's decision in this case must be "left to the reasonable judgment of the [] officers charged with responsibility therefore." *Datatrol Inc. v. State Purchasing Agent*, 379 Mass. 679, 698 n.15 (1980) (quotations omitted). The court will uphold the award if it has a "rational basis." *Pacella et al. v. Metropolitan Dist. Comm'n*, 339 Mass. 338, 347 (1959). It is well-settled that when evaluating decisions made by public officials, such decisions should be granted "every presumption in favor of the honesty and sufficiency of the motives actuating public officers in actions ostensibly taken for the general welfare." *LaPointe v. License Board of Worcester*, 389 Mass. 454, 459 (1983). *See also Pacella*, 339 Mass. at 347.

Plaintiffs have not only failed to allege that DCAMM violated a law[7] – which is the applicable inquiry for a declaratory judgment claim – they have also failed to plausibly allege that DCAMM violated the terms of the RFP. The RFP clearly sets forth the evaluation criteria and specifies that this will be a "best value" contract. Ex. 2 at 10-16. The RFP explicitly states that DCAMM "may, at its sole discretion, select or reject proposals solely on subjective value and ability to meet the needs of the agency occupant." *Id*. at 11. DCAMM also reserved the right to "(i) waive portions of the RFP for all proposers, (ii) excuse minor informalities in any proposal, (iii) discuss any provisions of the proposal in order to clarify the proposal, (iv) negotiate with one or more proposers … [or] reject any part of any proposal[.]" *Id*. As contemplated by the RFP, and as is the case here, DCAMM's "selection of a proposal may be conditioned upon the prospective landlord satisfying specific conditions established by DCAMM and the User Agency." *Id.* at 12. Plaintiffs have not plausibly alleged a violation of the RFP because the RFP gives DCAMM an immense degree of discretion in determining the best value proposer.

[7] *See* Section 1.A & B, *supra.*

Liberty Junction complied with the RFP requirements concerning site control. The RFP defined an eligible proposer as "a ***prospective ground tenant of the proposed property whose lease will permit subleasing***, provided that such prospective purchaser or prospective ground tenant ***must attach to the proposal a copy of a fully executed*** … purchase-and-sale agreement, ***option to purchase or lease or other evidence of the proposer's control of the property***[.]" Ex. 1 at 10 (emphasis added). At the time of proposal, Liberty Junction met this requirement by attaching the fully executed Option Agreement, which grants FD Stonewater, LLC, "or its designee" an irrevocable option to ground lease.[8] Ex. 2 at 20-22. As set forth in Liberty Junction's proposal, FD Stonewater is part of the Liberty Junction Team. *Id.* at 52-55. The Liberty Junction proposal and the Option Agreement is signed by Claiborne Williams, a co-founder and principal of FD Stonewater. *Id.* at 6, 56. As this Court acknowledged, DCAMM's determination that Liberty Junction "had adequately demonstrated site control to qualify as an eligible proposer" and "plaintiffs have not shown that this determination was arbitrary and capricious, an abuse of discretion, or that it contravened the RFP requirements." Dkt. No. 27 at 23.

The Complaint also does not plausibly allege that the March 2026 expiration date in the Option Agreement violated the RFP. *See* Compl. ¶ 26(c). The Option Agreement was effective in October at the time of Liberty Junction's proposal. Ex. 2 at 20-21. The RFP sets forth "that no Lease will be signed until such prospective purchaser or prospective ground tenant becomes either the record owner or the ground tenant of the proposed property whose lease permits subleasing," which also is a requirement of Liberty Junction's conditional selection. Ex. 1 at 11. Given that the RFP was issued in June of 2025, and the resulting lease will not be signed until over a year later, the RFP sensibly requires that the proposers demonstrate that they are eligible proposers by supplying an option agreement at the time of the proposal, and then later obtain the actual interest in the subject property to enter into a lease. Liberty Junction provided the Option Agreement as

[8] Plaintiffs also point out that the purchase agreement that Liberty Junction submitted was executed by FDS MA Springfield Dwight, LLC. Compl. ¶ 26(a). First, this purchase agreement relates to an ancillary parcel of land proposed for parking. Russell Aff. Ex. 2 at 12, 24-25. Second, the purchase agreement reflects that FDS MA Springfield Dwight, LLC "or its designee" was the purchaser of the land and the agreement was also signed by Claiborne Williams. *Id.* at 24, 44.

evidence of site control at the time of proposal, and the fact that they now must provide additional documentation prior to leasing is by design. It is not a violation of the RFP.

Plaintiffs' quibbles with Liberty Junction's characterization of information and treatment of real estate taxes in its proposal are also meritless. *See* Compl. ¶¶ 26(d)-(e). The RFP states that the lease proposals need only be "substantially complete." Ex. 1 at 10. Proposals would be deemed non-responsive only if they contained "material omissions" and "if allowing the missing information to be supplied after the opening of proposals would be prejudicial to fair competition." *Id*. Here, Plaintiffs do not identify material omissions. The RFP itself provided exhibits that were for "informational reference," *id.* at 18-19, and Liberty Junction was merely mirroring that caveat in their response. Ex. 2 at 11. And while the Complaint claims there is an "unresolved contradiction regarding real estate taxes," Compl. ¶ 26(e), nothing in the Option Agreement states that Liberty Junction could not use proceeds from the SRJC to pay property taxes owed under the terms of the Option Agreement. Ex. 2 at 20-22. Neither the provision of "informational" representations nor the handling of real estate taxes was a violation of the RFP and Plaintiffs' claim is meritless.

IV. Count IV Must Be Dismissed Because Injunctive Relief Is a Remedy Rather than a Cause of Action

Plaintiffs' claim for "Injunctive Relief" also fails to state a plausible claim for relief. "Injunctive relief is a remedy, and not a cause of action." *Mullins v. Corcoran*, 488 Mass. 275, 286 n.16 (2021). Count IV must therefore be dismissed because it is not a viable cause of action.

CONCLUSION

For the foregoing reasons, DCAMM respectfully requests that Plaintiffs' claims against DCAMM be dismissed in their entirety.

Signature on Following Page

Defendant

MASSACHUSETTS DIVISION OF CAPITAL
ASSET MANAGEMENT AND MAINTENANCE

By its Attorneys,

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

/s/ Nicholas A. Ogden
Nicholas A. Ogden, BBO# 644007
Hannah C. Vail, BBO# 698577
One Ashburton Place, 18th Floor
Boston, MA 02108
(617) 963-2512
Nicholas.Ogden@mass.gov
Hannah.Vail@mass.gov

August 27, 2026

CERTIFICATE OF SERVICE

I, Hannah Vail, Assistant Attorney General, hereby certify that I have this day, August 27, 2026, served the foregoing document, upon all parties, by emailing a copy to:

John J. Butts
Felicia H. Ellsworth
Jacob Tuttle Newman
WILMER CUTLER PICKERING
HALE AND DORR LLP
60 State Street
Boston, MA 02109
John.Butts@wilmerhale.com
Felicia.Ellsworth@wilmerhale.com
Jacob.TuttleNewman@wilmerhale.com

John J. Egan
Michael G. McDonough
Egan, Flanagan and Cohen P.C.
67 Market Street, PO Box 9035
Springfield, MA 01103
jje@ecflaw.com
mgm@ecflaw.com

Marwan Said Zubi
Paul Peter Nicolai
Caroline Nicolai
Nicolai Law Group, P.C.,
PO Box 2849
Worcester, MA 01613
marwan.zubi@niclawgrp.com

Richard C. Van Nostrand
Daniel L. Fine
Erin M. Boucher
Mirick, O'Connell, DeMallie & Lougee, LLP
100 Front Street
Worcester, MA 10608
rvannostrand@miricklaw.com
dfine@miricklaw.com
eboucher@miricklaw.com

/s/ Hannah C. Vail
Hannah C. Vail, Esq.
Assistant Attorney General

EXHIBIT 1

Date Posted: June 30, 2025
Project Manager: Peter Woodford
e-mail: peter.woodford@mass.gov

PROJECT NUMBER: 202410900
USER AGENCY: Massachusetts Trial Court (TRC)
PROPOSAL SUBMISSION DEADLINE: October 16, 2025, at 2:00 P.M.
Late proposals will not be considered.

REQUEST FOR PROPOSALS (RFP)
COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE (DCAMM)
OFFICE OF LEASING AND STATE OFFICE PLANNING

A. GENERAL INFORMATION

DCAMM invites proposals to lease space to the Commonwealth for use by Massachusetts Trial Court in accordance with the provisions of this RFP. **To respond to the RFP, complete the Lease Proposal Form (Attachment C-1)** and submit the proposal by the Proposal Submission Deadline identified at the top of the page, in accordance with the Submission Requirements in § 3.

DCAMM is the state agency that issues the RFP, makes the final selection of the successful proposal, and, through the Commissioner of DCAMM, has authority to bind the Commonwealth by signing a Lease. The DCAMM Office of Leasing and State Office Planning is responsible for all matters related to leasing to fulfill the needs of User Agencies.

1. THE RFP

As leasing representative for all Massachusetts state agencies, DCAMM designed this RFP to provide for an open and competitive process for selecting leased space. The Acquisition of this lease (hereinafter referred to as the "Lease") is pursuant to Asset Management Board Action dated January 21, 2025, issued pursuant to M.G.L. c. 7B and 810 CMR 2.00. Additional information regarding the Asset Management Board Project Proposal may be found at: https://www.mass.gov/info-details/springfield-regional-justice-center-project.

All Landlord's Improvements must be completed pursuant to the Massachusetts Prevailing Wage Laws as set forth in M.G.L. c. 149, §§ 26 and 27.

The RFP informs all potential proposers of:

- the Commonwealth's space needs,
- the steps proposers must take to submit a proposal,
- the procedures followed and the criteria used by DCAMM and the User Agency to evaluate proposals and select the proposal most advantageous to the Commonwealth's needs,
- the Landlord's Services and Landlord's Improvements the Landlord must provide under the Lease.

If you have questions about this RFP or its subject matter, contact the DCAMM Project Manager identified at the top of the page via e-mail. DCAMM, in its sole discretion, will endeavor to answer relevant and appropriate questions. The Commonwealth reserves the right not to respond to questions.

Any RFP addendums, clarifications, changes, or updates (including changes to any dates and deadlines), will be posted on Commbuys. It is the sole responsibility of prospective proposers to check Commbuys for new information. Proposers may not rely on any oral statements. Only addenda and written amendments to the RFP by DCAMM may be relied upon.

2. COMMONWEALTH'S SPACE NEEDS

User Agency: Massachusetts Trial Court (TRC). Proposer can find details of the mission of the User Agency at Mass.gov.

Lessee: The Commonwealth of Massachusetts

Program Description: The premises sought through this RFP (the Premises) will house the judicial, administrative, detention, and client service functions of the Court.

This office is expected to receive approximately 1,200 to 1,500 visitors per day.

Summary of Space Needs:

Location: Springfield, MA, within 0.5 miles of public transportation. Please note that proposals for Premises outside this search area will not be considered.

Proximity: The User Agency has a preference that the Springfield Regional Justice Center be located in downtown Springfield (as defined in Map Attachment B-5).

Access to Public Transportation: The proposed site must be within 0.5 miles of public transportation. Proposals should detail the type, frequency, and accessibility of transit options available.

Public Transit Access: Sites must be served by reliable public transportation that operates during peak commuting hours defined as 7:00 A.M. to 6:00 P.M., Monday through Friday.

Specific Building Requirements: The User Agency preference is for a single tenant building. Should the building not be a single tenant building, all common areas must be for the User Agency's exclusive use and not shared with other tenants.

The proposed Premises must be equipped with at least one entrance for use by members of the public, and with at least one entrance distinct and separate from the entrance or entrances to be used by the public, for use by User Agency staff. See Sallyport requirements below for additional details on requirements for a separate and secure detainee entrance.
If the proposed Premises is on more than one floor, then the proposed Premises must provide independent elevators for the public, separate from judges and staff and for detainees and security staff circulation. The proposal must provide secure,

discrete means of access from both the sallyport and the Reserved Parking spaces to the proposed Premises.
The courthouse's circulation system must provide three separate and secure paths of movement for the public, court staff, and detainees. These movement paths include corridors, stairs, and elevators. The circulation systems for public, staff, jurors, and detainees should converge only in the courtrooms. The public circulation route must include clear wayfinding from the main entry, through security screening, to all court departments' courtrooms and service counters, as well as any other publicly accessible resources such as the Court Service Center. Private staff circulation should link judges' lobbies to courtrooms and to clerk and probation staff offices without crossing public spaces. Likewise, detainees must never cross paths with staff or the public. A secure detainee elevator that serves flip cells between pairs of courtrooms is the easiest and most efficient route for direct detainee access to courtrooms from a lower-level central lockup without crossing public or private staff corridors and is essential in large multi-story buildings. By stacking courtrooms, one secure elevator can serve multiple criminal courtrooms.

The proposed Premises must also be equipped with common area restrooms for the exclusive use of courthouse visitors, or the Proposal must state that the proposed Premises will be equipped with common area restrooms for the exclusive use of courthouse visitors by the Date of Occupancy.

Amount of Space: Approximately 244,000 square feet of Usable Area, but DCAMM would consider space of 220,000 to 300,000.
DCAMM requires that the proposed Premises be designed as efficiently as possible, minimizing unnecessary space devoted to circulation, building infrastructure or other common purposes. Under no circumstances shall the Rentable Square Feet of the proposed Premises (whether a single tenant Building or a portion of a multi-tenant Building) exceed 330,000.

During the term of the Lease, DCAMM reserves the right, if deemed to be in the best interest of the Commonwealth, to lease additional space, on terms and conditions agreeable to the landlord in the selected building should space become available.
For the purposes of this RFP, "Usable Area" means, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls

or other demising walls. Deductions are not made for columns or other structural elements, or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances does the Usable Area include major vertical penetrations such as ventilation shafts, elevator shafts, stairwells, atria, or lightwells, and their respective enclosing walls, and it does not include vestibules, elevator-machine rooms, and other building-equipment areas, janitorial, electrical, and mechanical closets, loading platforms, restrooms, and their respective enclosing walls, irrespective of whether Tenant occupies a portion of a floor, an entire floor, or an entire building. For purposes of this RFP, "Rentable Square Feet" means the Usable Area as defined above plus the pro-rata share of all spaces in the Building (100% in a single-tenant Building).

Type of Space:	Courthouse, Office, Detention/Holding Space for Trials, and Records Storage
Type of Agreement:	Commonwealth Office Lease
Term:	40 Years, with 2 ten (10)-year extension options for a maximum term of 60 years.
Extension Option Rent:	No later than 36 months prior to the then current Lease expiration date, Landlord must submit a proposal for the upcoming ten-year extension option term detailing the proposed rent for that option term. The furnishing of any such proposal shall not obligate DCAMM to exercise any extension option term. Please see the attached Lease Rider for additional details surrounding this requirement.
Target Occupancy Date:	As soon as possible
Sustainability	The Building shall comply with the applicable requirements of (i) Executive Order 569 (EO 569): Establishing an Integrated Climate Change Strategy for the Commonwealth and (ii) Executive Order 594 (EO 594): Leading by Example – Decarbonizing and Minimizing Environmental Impacts of State Government. The building's design must incorporate all practicable means, methods, and commitments required to mitigate the project's impact on the environment as well as the User Agency's plan for meeting the goals of the relevant Executive Orders. The Building's design shall be fossil-fuel free to the extent practicable and meet energy use intensity (EUI) requirements on par with courthouse projects that DCAMM and the User Agency are currently designing and constructing. The designs should be evaluated through enhanced energy modeling and life cycle cost analyses

(LCCA) as key components of the design process, and achieve better performance than ASHRAE baselines, with primary emphasis on high-performing envelope that surpasses baseline requirements and lessens heating/cooling demand; enhanced commissioning; LED lighting, all-electric systems; and, automatic temperature controls using full direct digital control-based Building Management Systems.

The site shall also minimize impacts to climate change, with enhanced measures that reduce contributions to urban flooding and extreme heat in accordance with the Resilient Mass Action Team (RMAT) policies.

General Parking: The User Agency requires approximately 650 to 900 available public parking spaces within one-quarter mile of the proposed Premises. Please provide the number of parking spaces provided in this proposal at no cost. If spaces are available at an additional cost, please provide all relevant details. General parking requirements may be met by a combination of Landlord provided on or off-site parking, as well as non-Landlord controlled available municipal or private available public parking.

Accessible Parking: The User Agency Requires three (3) Public Accessible Parking spaces in close proximity to the Premises. If a portion of or all of the General Parking is located at the Premises, the number of Accessible Parking spaces required must be increased to meet at least the minimum required by all applicable codes.
Please provide information related to Accessible Parking located as close as possible to an accessible entrance to the proposed building. For purposes of this RFP, Accessible Parking for the Disabled means parking spaces complying with the regulations of the Massachusetts Architectural Access Board (MAAB) and the 2010 ADA Standards for Accessible Design including requirements for van spaces, signage, location, dimensions, striping and maximum slope.

Reserved & Secured Parking: The User Agency requires 32 Reserved &Secured parking spaces for authorized vehicles; additionally the User Agency requires one (1) Reserved Accessible Parking space, some of which may be utilized 24/7/365. These parking spaces must have direct access to the staff circulation system, allowing for access to judges' lobbies and to courtrooms without interacting with the public or detainees.

Reserved Parking: The User Agency requires 38 Reserved spaces for exclusive use of authorized vehicles; some of which may be utilized 24/7/365. These Reserved spaces can be located within the Reserved, Secured Parking Area but is not required.

Electric Vehicle Charging:	The User Agency has a requirement for 20% of all parking spaces on-site to be dedicated to electric vehicle charging. Please provide the number of electric vehicle (EV) charging stations on the property available for use by occupants of the Building. At least one EV space must be capable of being used by a person with a disability. The space does not need to be restricted to those with a disability plate or placard.
Sallyport:	The User Agency requires a secured sallyport for the transfer of detainees with direct access to an interior holding area. The preference is for an internal sallyport. At a minimum, the sallyport must be surrounded by chain-link or similar fencing, and an electronically controlled gate to enable vehicles to enter and exit. The fencing must be a minimum of 10' high with privacy screening. The sallyport must be approximately 1,200 square feet with 30-foot-wide x 40-foot-long minimum dimensions, sufficient to accommodate van sizes used by the Sheriff's Department and other public safety vehicles. The sallyport must be for the exclusive use of the User Agency.
Special Floor Load Capacity:	The proposer must provide floor load capacity of a minimum of 225 pounds per square foot live load in areas specified on the SAFS as "High-Density Storage".

Landlord's Improvements of Premises:

The proposer must agree to substantially complete all improvements to meet the General Specifications in § B-2 and the approved plans mutually agreed to after site selection. This will include holding all contracts for architectural, engineering, permitting and construction services.

Proposer/Landlord shall buildout the Premises on a "turnkey" basis in adherence to the Space Allocation and Finish Schedule (SAFS) documents provided in § B of the RFP.

Landlord's Management: Please provide as an attachment to the Lease Proposal Form (Attachment C-1) information about the proposed property management of the Proposed Premises, their level of experience with similar properties and the estimated budget for OPEX and Taxes to provide the Landlord Services as provided in § B-1.

Operating Expenses and Taxes: The Commonwealth generally prefers a fully managed Premises. The proposer shall agree to substantially meet the Landlord's Services in the General Specifications in § B-1 or propose alternatives acceptable to DCAMM and the User Agency.

The Commonwealth prefers a fully Gross Lease Rate. Please review the Commonwealth Office Lease to understand the insurance and indemnification requirements prior to submitting a proposal. Please provide an estimated budget for operating expenses and taxes included in the proposed Gross Lease Rate as an attachment to the Lease Proposal Form (Attachment C-1).

Capital Improvements: The Landlord agrees to replace, at its sole expense, any building systems, fixtures, equipment, or improvements within the Premises that have reached the end of their useful life, as determined by generally accepted industry standards and practices. Please see § B-1 and § B-2 for additional replacement requirements. The Landlord shall ensure that any replacement items are of comparable quality, functionality, and design to the original items, unless otherwise agreed upon in writing by the Tenant. Please provide a Capital Replacement Schedule as an attachment with the Lease Proposal Form.

Capital Reserve Account: Proposers must provide a plan for establishing a Capital Reserve Account as an attachment to the Lease Proposal Form. This should include how the Capital Reserve Account will be monitored and managed.

Hazardous Substances: The proposer must warrant and represent that each Hazardous Substance, whether presently known or subsequently discovered, has been or will be remediated in accordance with the provisions of § 5.6 of the Lease and all applicable laws and regulations before the Commonwealth takes occupancy of the proposed Premises and the Building.

Building Codes: The proposed Building should comply with all applicable federal, state, and local code requirements, or DCAMM must be satisfied that it can and will be brought into substantial compliance by the desired Date of Occupancy. Such codes include, but are not limited to, the Massachusetts State Building Code, including the Opt-in Zero Energy Code, the Specialized Code (IECC2021 with MA Amendments + Stretch Code Amendments + Specialized Code Amendments), Massachusetts Architectural Access Board (MAAB) Regulations, and other applicable provisions of the Code of Massachusetts Regulations (CMR). If a proposal is accepted subject to Landlord meeting certain code requirements, the Commonwealth will not take occupancy of the space until all code deficiencies have been fully corrected.

Access for Persons with Disabilities: In addition to compliance with MAAB requirements, the facility must comply with the minimum requirements of the Americans with Disability Act. The landlord must participate with the Commonwealth in providing reasonable accommodations for employees based on disability.

Transaction Advisor: The Commonwealth has enlisted the services of GREYSTONE & CO., INC. (the Transaction Advisor) to assist in the procurement of space through this RFP process. The Transaction Advisor has the authority to reach out to prospective proposers on behalf of the Commonwealth but no ability to bind the Commonwealth in any way or form. For this contemplated transaction, the fee due GREYSTONE & CO., INC. will be paid by the Commonwealth through a separate agreement.

3. SUBMITTAL REQUIREMENTS

A proposal must meet the following requirements in order to be considered qualifying and undergo further evaluation.

Eligible Proposers: The proposal must be submitted by an eligible proposer. For purposes of this RFP, an eligible proposer may be defined as: the record owner(s) of the proposed property; the tenant(s) of the proposed property whose lease permits subleasing; a prospective purchaser or a prospective ground tenant of the proposed property whose lease will permit subleasing, provided that such prospective purchaser or prospective ground tenant must attach to the proposal a copy of a fully executed (i.e., by the proposer, the prospective seller or the prospective ground landlord, and any other identified party) purchase-and-sale agreement, option to purchase or lease or other evidence of the proposer's control of the property, and further provided that no Lease will be signed until such prospective purchaser or prospective ground tenant becomes either the record owner or the ground tenant of the proposed property whose lease permits subleasing; and a broker or an agent of any such party with the authority to bind such party to an agreement with the Commonwealth of Massachusetts regarding the subject matter of the proposal, provided that the record owner(s) or the tenant(s) of the proposed property must execute the Lease as Landlord. A proposal for different properties that is jointly submitted by or for different owners or tenants or prospective ground tenants of the proposed properties will be eligible for consideration provided that the proposal identifies a single point of contact for negotiation and execution of a single lease binding all owners and/or ground tenants, as applicable.

Submission: Proposals must be submitted to DCAMM as follows:

The proposal must be submitted on the DCAMM Lease Proposal Form included with this RFP.

Lease Proposals must be substantially complete. Proposals that contain material omissions will be deemed non-responsive if allowing the missing information to be supplied after the opening of proposals would be prejudicial to fair competition.

Proposers may submit their proposals by mail, messenger service, in person, **OR** electronically, all as follows:

Proposals submitted by mail, messenger service, or in person must be received at the DCAMM Office of Leasing and State Office Planning, One Ashburton Place, 15th Floor, Suite 1500, Boston, Massachusetts 02108, on or before the Proposal Submission Deadline stated on page A-1 of this RFP. The time-stamp clock at the DCAMM reception desk establishes the official date and time of receipt of each proposal. If delivering proposals by hand, please allow extra time to clear building security.

Proposals submitted electronically must be sent in PDF format, via e-mail, to: leasepropsubmittal.DCAMM@mass.gov and must be received on or before the Proposal Submission Deadline stated on page A-1 of this RFP. DCAMM will acknowledge receipt of proposals with an auto-reply message. DCAMM strongly suggests e-mail be sent at least five minutes prior to the deadline to account for any slow transmission or error.

Proposals received after the Submission Deadline will be deemed non-responsive and rejected.

Proposals cannot be submitted by fax.

DCAMM, in its sole discretion, will endeavor to answer relevant and appropriate questions submitted in writing to the project manager listed above and any substantive responses will be posted on Commbuys. The Commonwealth reserves the right not to respond to questions.

Any RFP amendments, clarifications, changes, or updates (including changes to any dates and deadlines), and any DCAMM responses to proposers' substantive questions, will be posted on Commbuys. It is the sole responsibility of the prospective proposers to check Commbuys for new information. Only the RFP and communications posted on Commbuys will be binding concerning this RFP. DCAMM will not provide any accommodation to proposers who fail to check the website or who misinterpret any information posted in connection with this RFP. In the event a prospective proposer includes any links as part of a proposal, the prospective proposer shall be solely responsible for ensuring that any such link functions properly and does not expire prior to the date that DCAMM attempts to access such link. DCAMM is under no obligation to notify a prospective proposer that a link is defective or has expired, and any information or documentation included in a defective or expired link may not be considered by DCAMM as part of a proposal.

4. PROCEDURES FOR EVALUATION & SELECTION

The Commonwealth's objective is to lease space that aligns with the Commonwealth's goals and policy objectives and that is most advantageous to the Commonwealth's needs for the best value.

Proposals will be evaluated according to the evaluation criteria, incorporating information within the proposals themselves, insights gathered from site visits, clarifications sought from proposers upon request, and references provided by the proposers. Furthermore, the evaluation process may encompass data from state agencies, individuals, and entities possessing relevant knowledge, as well as insights from Commonwealth files and other credible sources. The evaluation may also take into account the Commonwealth's past interactions with the proposer or property owner, as well as its experience with the proposed property.

DCAMM IS NOT REQUIRED TO ACCEPT THE LOWEST PRICED PROPOSAL AND MAY, AT ITS SOLE DISCRETION, SELECT OR REJECT PROPOSALS SOLELY ON SUBJECTIVE VALUE AND ABILITY TO MEET THE NEEDS OF THE AGENCY OCCUPANT.

DCAMM RESERVES THE RIGHT, IF DEEMED TO BE IN THE BEST INTEREST OF THE COMMONWEALTH, TO (i) WAIVE PORTIONS OF THE RFP FOR ALL PROPOSERS, (ii) EXCUSE MINOR INFORMALITIES IN ANY PROPOSAL, (iii) DISCUSS ANY PROVISIONS OF THE PROPOSAL IN ORDER TO CLARIFY THE PROPOSAL, (iv) NEGOTIATE WITH ONE OR MORE PROPOSERS, (v) REQUEST "BEST AND FINAL" OFFERS, (vi) REJECT ANY PART OF ANY PROPOSAL, AND (vii) REJECT ALL PROPOSALS.

4.1. Initial Review: DCAMM will accept for consideration only those proposals that meet the submission requirements subject to DCAMM's right to waive portions of the RFP for all proposers. **Any proposals not received by the Proposal Submission Deadline will be rejected and returned to the sender; this requirement is not subject to waiver by DCAMM. DCAMM will not accept any supplemental information after the Proposal Submission Deadline unless specifically requested by DCAMM.**

DCAMM will notify each proposer whose proposal has been determined to be non-responsive and the reason for such determination.

4.2. Site Visits: DCAMM and the User Agency will conduct site visits for each competitive proposal to verify the information in the proposal and to facilitate detailed evaluation of the proposed Premises. The proposer, or knowledgeable and authorized representatives of the proposer, must be present at the site visits. DCAMM, or its Agent, will contact proposers to confirm the date and time of the site visits. After completion of a site visit, DCAMM may determine that a proposal does not meet one or more of the requirements of this RFP, subject to DCAMM's right to waive portions of the RFP for all proposers.

4.3. Contact During the RFP Process: From the Date of this RFP through the date on which a signed conditional selection letter is executed by the selected proposer and DCAMM, the DCAMM Office of Leasing and State Office Planning, in conjunction with the Transaction Advisor (subject to the limitations set forth in §A-2 above), is the only authorized point of contact for the Commonwealth regarding this RFP and its subject matter. **If a proposer or a proposer's representative engages in unauthorized contact, the proposal may be deemed non-responsive. Unauthorized contact includes, by way of example and not limitation, contact by the proposer or the proposer's representative with the User Agency regarding the subject matter of this RFP.**

4.4. Conditional Selection of a Proposal; Notification of Proposers: DCAMM will either make a conditional selection of a proposal, or provide Counter Proposals to one or multiple proposers, taking into account the evaluation of proposals and the recommendation of the User Agency. Upon the conditional selection of a proposal, DCAMM will notify the other proposers in writing that a conditional selection has been made. Such conditional selection does not represent a contract and does not commit the Commonwealth to enter into a Lease. In addition to the general condition for the reaching of an agreement, the selection of a proposal may be conditioned upon the prospective landlord satisfying specific conditions established by DCAMM and the User Agency.

DCAMM reserves the right to terminate the conditional selection and lease negotiations due to unforeseen changes in the requirements of the User Agency, the failure to finalize a lease in a timely manner, or if termination is deemed to be in the best interests of the Commonwealth. DCAMM reserves the right to conditionally select another proposal, re-advertise, or terminate the conditional selection without taking further action.

4.5. Withdrawal of Proposal: Proposers may withdraw their proposal at any time by written notice to DCAMM prior to Lease execution.

5. EVALUATION CRITERIA

5.1. Usable Area and Type of Space: The proposal should offer the amount of space in usable square feet (see Amount of Space in §A-2 above for definition of Usable Area). DCAMM reserves the right to accept proposals for an amount of space that varies from this amount, provided that it meets the User Agency's needs and is in the best interest of the Commonwealth.

The proposal must offer the type of space sought and DCAMM must be satisfied that the proposed space is or will be made functional for and compatible with the Program Description.

5.2. Location: The suitability of the proposed location for the operations of the office or facility, including:

5.2.1. Access: Ease of access to the proposed Building by public transportation, shuttle, automobile, and on foot. DCAMM will consider the ease of vehicular access and the degree of congestion on streets and roadways in proximity to the Building, the availability and frequency-of-service of public transportation and of shuttle service, if any, the distance from public-transportation stops and shuttle service stops to the main entrance of the proposed Building, and whether paths of travel from such stops to the main entrance of the proposed Building are well-lit, well-traveled, and accessible for persons with disabilities. Locations with scores of 60 or greater on the Smart Location Index issued by the U.S. General Services Administration are preferred and will be rated higher on this evaluation criterion.

5.2.2. Proximity: Proximity of the proposed Building to clients, customers, and other offices and facilities with which staff and clients of the User Agency regularly interact, including the site's proximity to downtown Springfield and its high concentration of civic uses, the District Attorney's office and other legal services located downtown.

5.2.3. Parking: Proximity, accessibility, and availability of parking identified in § 2. DCAMM will consider the availability of parking spaces and electric vehicle charging stations during the Hours of Operation and whether parking areas and the walkways between them and the proposed Building are well lit and the walkways easily traversed.

5.2.4. Neighborhood Characteristics: The characteristics of the surrounding neighborhood, including compatibility of adjacent uses with the Commonwealth's proposed use, the safety and security for persons and property, and the availability of basic services and amenities during the Hours of Operation.

5.2.5. Compatibility of Use: The compatibility of current and proposed activities and uses in the proposed Building or complex with the Commonwealth's proposed use. The User Agency preference is for a single tenant building.

The evaluation of proposals will consider whether the existing and proposed uses are compatible with the mission of the User Agency and the security, safety, and health of employees and visitors.

Evaluation of proposals may also consider whether proposals provide feasible opportunities to co-locate with other state agencies in the proposed Building or complex of buildings to create related financial benefits to the Commonwealth. In evaluating proposals, DCAMM may consider the negative or undesirable effects of co-locating multiple state agencies in the event DCAMM determines the operations of such state agencies are incompatible.

5.3. Building Conditions of the Proposed Premises: The suitability of the proposed Premises for the space needs of the office or facility, including specific consideration of:

5.3.1. Configuration, Location and Distribution of Space, Separate and Secure Circulation: The degree to which the configuration of the proposed Premises meets the User Agency's programmatic needs described in the SAFS in § B-3 and Exhibit 15 Space Design Parameters, taking into account the size and shape of the space and any internal barriers to efficient design and accessibility. The organization of departments and building circulation should be convenient, clear, and compact. Where possible, departments should not be separated, and designs should focus on maximizing space efficiencies through shared elements such as public waiting areas, conference rooms, service areas, and courtroom support functions.

It is intended that project designs will reflect the User Agency's current initiatives to implement technology upgrades to support digital operations. With this transformation, office functions will become less paper-dependent, resulting in space saving potential for workspace sizes as well as support spaces (such as copy areas and associated storage) and in reductions in required on-site file space, consistent with other User Agency facilities currently in the design stages.

High-security and building operations services may be positioned below the entry level or otherwise remote from the entry. There are a number of court functions that, because of their volume of traffic, are best located at or near the building entry. A series of visually connected lower floors and circulation systems (no open atria) could ensure optimal visibility and navigation from the main lobby. Departments with lower volumes and other support services should be located on upper stories.

Departmental adjacencies should be strategically arranged to facilitate workflow, public access, and operational efficiency. Judge's lobbies should be located for convenient access to all courtrooms and for access to staff resources.

The arrangement of the building should consider ideal adjacencies and provide a flexible chassis for how program elements are deployed within the building. Court components should stack vertically to optimize efficiencies and organize vertical circulation throughout the building. Larger floor plates at or near the entry floor will allow for departments with high public interface to be more readily accessible and convenient to public users.

The courthouse's circulation system must provide three separate and secure paths of movement for the public, court staff, and detainees. These movement paths include corridors, stairs, and elevators. The circulation systems for public, staff, jurors, and detainees should converge only in the courtrooms.

The public circulation route must include clear wayfinding from the main entry, through security screening, to all court departments' courtrooms and service counters, as well as any other publicly accessible resources such as the Court Service Center. Private staff circulation should link judges' lobbies to courtrooms and to clerk and probation staff offices without crossing public spaces.

Likewise, detainees must never cross paths with staff or the public. A secure detainee elevator that serves flip cells between pairs of courtrooms is the easiest and most efficient route for direct detainee access to courtrooms from a lower-level central lockup without crossing public or private staff corridors and is essential in large multi-story buildings. By stacking courtrooms, one secure elevator can serve multiple criminal courtrooms. Note that the overwhelming majority of courtrooms will require access to the detainee core. Probate and Family, Juvenile, and Housing Court divisions may be able to utilize one courtroom without detainee access. All District and Superior Court courtrooms require flip cells with direct detainee access.

Additional consideration should be given to the relationship between a lower-level central lock-up and the Arraignment Courtroom to minimize travel distance and provide an efficient path between the two (e.g., these should not be located on opposite sides of the building).

Judges and department heads should have secured parking with direct access to the staff circulation system. Judges should be able to move from parking to judges' lobbies and to courtrooms without interacting with the public or detainees. Judges' lobbies should be located for convenient access to all courtrooms and for shared access to staff resources.

5.3.2. **Building Module and Column Spacing:** A regular, consistent building module that allows for a regular, consistent office and workstation layout and the efficient utilization of space is generally desired, as is column-bay spacing for courtroom sets at 40’ on center.

5.3.3. **Main Entry Point(s):** The ease of access from the Building entrance(s) and common areas to the main point(s) of entry for the proposed space will be considered. The courthouse must promote dignity and access to justice. The building’s architecture should assure the public that they are in a place of integrity and order. Court users can often be under stress, and potentially emotional. The public spaces should therefore be designed to ensure a sense of safety, respect, community, and dignity. Accordingly, the courthouse should be easy for visitors to navigate, have a humane environment, be infused with natural light in all public and staff areas, and have universal access with barrier-free design. Finish treatments such as varied lighting strategies, colors, minimal clutter, and intuitive wayfinding are best practices in user-centered designs that should be adhered to.

The evaluation of proposals will also consider whether the configuration of the proposed space will allow for the required staff entrance separate from the proposed entry point for clients and visitors.

5.3.4. **Acoustics:** The Building should be located and designed to minimize disruption from external sources of noise and vibration. Within the Building, effort should be made to respect privacy and potential confidentiality by providing acoustic separation between spaces. Within spaces, materials and systems should be selected and designed to support audibility and minimize background noise. Please refer to Exhibit 15 -Space Design Parameters.

5.3.5. **Daylighting:** Premises that provide window area equal to at least 25% of the exterior wall surface area are preferred and will receive a higher rating on this evaluation criterion. Natural Light (direct or borrowed) should be a priority in the following rooms: Juror Waiting Areas, Jury Deliberation Rooms, Grand Jury Rooms, main/entry lobby, Courtrooms, Courtroom Public Waiting Areas, Offices, and Judicial Lobbies.

5.3.6. **Sustainable Space Utilization:** Premises that prioritize the reuse of existing construction, not only to economize for the Commonwealth, but also align with our goals of minimizing landfill contributions through reutilization efforts, and meeting Commonwealth Policy Objectives as outlined in §7 in relation to sustainability will be rated higher on the evaluation criterion.

5.3.7. **Energy:** The Building's MEP systems and the relative energy performance of the building massing and thermal envelope should be designed in a coordinated effort to reduce the proposed Building's energy use intensity (EUI) and comply with IECC 2021 with MA Amendments, Opt-in Stretch Code, and Executive Order 594 through deliberate material selection and a considered approach to minimizing the overall window-to-wall-ratio (WWR). The proposed Building should demonstrate better performance across all metrics better than the ASHRAE baselines. Factors to consider that contribute to the building's performance include: A high-performing envelope that surpasses baseline requirements and lessens heating/cooling demand; enhanced commissioning; LED lighting, all-electric systems; and, automatic temperature controls using full direct digital control-based Building Management Systems. **The selected building will be required to achieve and maintain a minimum LEED Silver Certification throughout occupancy.**

5.3.8. **Façade:** The Building should serve as an important civic landmark for the community and convey civic responsibility and reinforce a physical context by defining public space and giving it an identity. Therefore, the Building's outward appearance, its site, and proximity to other civic and support uses is a key consideration.

6. LEASE, EXECUTION PROCESS & OCCUPANCY:

DCAMM, the User Agency, and the conditionally selected proposer will work together to finalize the Lease, which must be in the form of the Commonwealth Office Lease which can be found with this RFP in COMMBUYS.

6.1. **Lease Preparation:** DCAMM will prepare the Lease, in conformance with the RFP, the conditionally selected proposal, and the successful conclusion of negotiations by DCAMM, the User Agency, and the conditionally selected proposer. DCAMM will confirm that the Lease, including each Exhibit and Attachment, is complete and correct and that the Lease is ready to be signed. DCAMM will send the Lease to the Landlord.

6.2. Review and Execution of the Lease by DCAMM Commissioner: The Landlord will sign the Lease, submit it to the User Agency for signature, and send the completed Attachments to DCAMM. The User Agency will sign the Lease and submit it to DCAMM for approval and execution by the DCAMM Commissioner. Please note that Tenant under the Lease is the Commonwealth of Massachusetts acting by and through the Commissioner of DCAMM on behalf of the User Agency. No lease is binding until it has been executed by the DCAMM Commissioner.

6.3. Design and Completion of the Landlord's Improvements: Following execution of the Lease, it is Landlord's responsibility to deliver the Premises to Tenant in accordance with the Lease, including Exhibit B (Schematic Space Plan of the Premises), Exhibit C (Specifications for the Premises), Exhibit D (Project Schedule), and the Working Drawings. In accordance with § 4 of the Commonwealth Office Lease, Landlord is responsible for the completion of Working Drawings prepared by licensed professionals, furnishing all labor and materials, and securing all permits necessary to complete the Landlord's Improvements, and for achieving substantial completion of improvements. Any MAAB variance application must be approved by DCAMM prior to submission to the MAAB. The Landlord and Landlord's construction team will be required to participate in a weekly update meeting with DCAMM and the User Agency during the Landlord's Improvements period.

6.4. Occupancy: The User Agency will take occupancy of the Premises after the Premises are deemed available for Tenant's occupancy in accordance with the Lease. DCAMM will confirm the date of occupancy (Date of Occupancy) which will be the commencement date of Tenant's obligation to pay Rent and the commencement date of the Term.

7. COMMONWEALTH POLICY OBJECTIVES

Whenever feasible, it is DCAMM's policy to acquire leased space in a manner that supports the following Commonwealth Policy Objectives, as defined in the Administrative Bulletin from the Executive Office for Administration and Finance relating to Commonwealth Leasing and Real Estate Activity (A&F 25) which can be found linked here: https://www.mass.gov/administrative-bulletin/commonwealth-leasing-and-real-estate-activity-af-25?_gl=1*tsvll0*_ga*MTY3OTI2MjgyOC4xNzEyMDYyMDM2*_ga_MCLPEGW7WM*MTc0MTcwNDYwMi42My4wLjE3NDE3MDQ2MDIuMC4wLjA and as summarized as follows:

- Prioritizing the location of state investments in Gateway Cities, environmental justice areas, and other areas where they can play a role in revitalizing and stabilizing the economies of underserved communities.
- Encouraging participation by individuals and businesses from under-represented groups as vendors, developers and in the workforce.
- Advancing climate and decarbonization objectives in programming, siting, design & construction, and other real estate and property decision-making.

7.1. Historic Properties: G. L. c. 7C, § 33 mandates that whenever space in buildings is to be acquired for the use of state agencies, first consideration must be given to structures that have been certified as historic landmarks as provided by G. L. c. 9, §§ 26 through 27C, listed in the National Register of Historic Places as provided by 16 USC § 470a (1974), or designated historic

- Ceramic floor;
- 4’-0 high ceramic tile on all four perimeter walls
- One mirror above each sink;
- One GFI power outlet above each sink.

Staff Restroom Type 3, 175 USF:

- Two water closets with a hands-free automatic flush valve with manual override in the Women’s Restroom;
- One water closet and one urinal with hands-free automatic flush valve with manual override in the Men’s Restroom;
- One accessible shower stall;
- Toilet and shower partitions;
- Two hand-sinks each with a hands-free faucet and soap dispenser;
- Ceramic floor;
- 4’-0 high ceramic tile on all four perimeter walls
- One mirror above each sink
- One GFI power outlet above each sink;
- Sufficient room for installation by the User Agency of eight to ten 12”-wide, 6’ tall individual lockers for staff.

2.11.7. Public Lobby/Front Entry Security/Waiting/Restrooms: Landlord must provide a Public Lobby/Security/Waiting Area described in the Space Allocation and Finish Schedule in § B-3.

The Lobby must include restrooms for visitors, drinking fountains and water bottle filling station, etc., in areas designated by the User Agency during the design phase. In addition, Landlord must provide one Single User Toilet in the Public Lobby and one Safe and Secure Restroom in the Separate and Secure Waiting Area as follows:

- One water closet with a hands-free automatic flush valve with manual override;
- One hand sink with a hands-free faucet and soap dispenser;
- Ceramic floor;
- 4’-0 high ceramic tile on all four perimeter walls;
- One wall-mounted, fold-down child-changing table;
- A mirror above the sink;
- Restroom accessories including but not limited to grab bars, a high-efficiency electric hand-dryer (no paper towel dispenser), a tamperproof toilet paper dispenser, a waste basket, a hand-sanitizing product dispenser; a minimum of two coat hooks, and a sanitary napkins dispenser and receptacle;
- A remote-door release from the reception counter;
- A deadbolt with an In-Use indicator.

B-3 SPACE ALLOCATION AND FINISH SCHEDULE (SAFS)

B-4 EXHIBITS: Please be advised that many of the Exhibits provided were created for Commonwealth-Owned Courthouses, rather than for Leased Courthouses. These Exhibits are intended solely for the purposes of space planning and informational reference. Any references to specific courthouse locations throughout the Exhibits are not applicable to this Request for Proposal (RFP).

Exhibit 1 - Typical Courtroom Equipment Diagram
Exhibit 2 - Security Details
Exhibit 3 - Conductors & Cables for Electronic Security Systems
Exhibit 4 - General Requirements for Electronic Security Systems
Exhibit 5 - Equipment Racks
Exhibit 6 - Operator Position Equipment
Exhibit 7 - Intrusion Detection System (IDS)
Exhibit 8 - Video Management System (VMS)
Exhibit 9 - Access Control System (ACS)
Exhibit 10 - Radio Communication Systems
Exhibit 11 - Screening Stations
Exhibit 12 - Typical Cashier Window Details
Exhibit 13 - Detention Hardware
Exhibit 14 - Detention Equipment
Exhibit 15 – Space Design Parameters

B-5 MAP ATTACHMENT

EXHIBIT 2

Liberty Junction

Springfield Regional Justice Center

Cost Proposal

Request for Proposals (RFP) Response
October 16, 2025

Contents

01

Lease Proposal Form

<u>INSTRUCTIONS FOR PREPARATION, AND SUBMISSION OF LEASE PROPOSALS</u>

A. <u>Preparation of Proposals</u>

Proposals must be submitted on the Division of Capital Asset Management and Maintenance (DCAMM) Lease Proposal form included with this RFP. A proposal consists of the Lease Proposal form and required attachments.

Please note, a Microsoft Word format of the Lease Proposal is available for downloading at http://www.commbuys.com. Click on **Advanced, Select Bid Solicitations as the Document Type. Select Division of Capital Asset Management and Maintenance as the Organization. Select the Office of Leasing as the Department. Click Search. Select the RFP/IFP you are looking for.** Find the **<u>File Attachments</u>** row and click on the "Lease Proposal" document to save or open it. It can be filled out electronically and printed or saved as a PDF for submission consistent with the instructions below for submission of proposals. When filling out the Lease Proposal electronically, use the tab key or mouse to move from field to field and the mouse to check or un-check a box.

B. <u>Submission of Proposals</u>

Proposals must be received on or before the proposal submission deadline specified on Page A-1 of this RFP.

All additional Submission information may be found in the **Request for Proposal** in Section 3 **SUBMITTAL REQUIREMENTS.**

C. <u>Submission of Multiple Proposals</u>

Proposers may submit separate proposals for premises in different buildings or for different premises within the same building. Proposers may also submit alternative proposals for the same premises.

THIS OFFICIAL FORM MAY NOT BE ALTERED. ANY CHANGES OR ALTERATIONS MADE TO THIS FORM MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

LEASE PROPOSAL

User Agency: Massachusetts Trial Court (TRC) **Project No: 202410900**

To: **Peter Woodford, Office of Leasing and State Office Planning**
Division of Capital Asset Management and Maintenance
One Ashburton Place
15th Floor, Room 1500
Boston, Massachusetts 02108

The undersigned has read the Request for Proposals (RFP), including the Commonwealth of Massachusetts Office Lease (the Lease), attachments, and the specifications, in § B - General Specifications, all of which was provided with the download of the RFP in COMMBUYS. The undersigned acknowledges that the proposed property must comply with all RFP specifications before occupancy by the User Agency unless unambiguously stated otherwise in this Proposal, the undersigned is an eligible proposer as defined in the RFP and there are no known obstacles to prevent the owner from executing a lease or that could invalidate such lease. The undersigned confirms that the owner of the proposed property will 1) enter into a lease substantially in the form of the Lease, 2) provide a statement under oath listing the names and addresses of all persons having a direct or indirect beneficial interest in the property, as required by G. L. chapter 7C, § 38, 3) provide a certification that all state taxes and employment-security contributions have been paid by the owner in accordance with G. L. chapter 62C, § 49A and chapter 151A, § 19A (b), and 4) execute under oath a Certificate of Compliance with Executive Order No. 481. The official forms for items 2), 3), and 4) immediately follow the Lease that is referenced in item 1). The undersigned acknowledges that DCAMM may reject all proposals or waive portions of the RFP for all proposals if DCAMM deems such rejection, waiver, or both to be in the Commonwealth's best interest. The undersigned proposes to lease property to the Commonwealth of Massachusetts as follows:

1. Proposal Summary

1.1 Location:

Street Address of Proposed Building: **125 Liberty Street**
Floor Number: **Levels -1, 0, 1, 2, 3, 4, 5, and 6**
City State Zip: **Springfield, MA 01103**
Confirm that the proposed Building is located within the search area defined in the RFP: ☒ Yes ☐ No

1.2 Usable Area

Proposed Usable Area: **270,055** USF
Please note the Commonwealth has a specific method of calculating usable square feet, please refer to the Amount of Space section in the RFP for detail. Please confirm you have calculated USF per DCAMM methodology:
☒ Yes ☐ No
Confirmed. For the purposes of clarity, please refer to Lease Proposal Form Rider for further information.

1.3 Commonwealth Lease and Term

Proposed Term of Lease: Forty (40) Years.
Confirm that the proposed landlord has reviewed the Lease and agrees to enter into a lease substantially in the form of the Lease attached to the RFP without material modifications: ☒ Yes ☐ No
Please attach a separate sheet identifying all proposed revisions in the form of a Lease Rider.

1.4 Proposer

Name of Proposer: **The Liberty Junction Team**
Contact: **Claiborne Williams** Office Phone: **(202) 669-8142**
Company Name: **FDS MA Liberty Junction, LLC** Cell Phone: **(202) 669-8142**
Address: **1001 19th Street N**
City State Zip: **Arlington, VA 22209** Email: **cwilliams@fdstonewater.com**

Proposer is submitting this proposal as (see RFP Section 3 for definition of "Eligible Proposer"):
☐ Record Owner ☐ Broker or Agent ☒ Prospective Purchaser ☐ Tenant whose lease permits subleasing

Proposer represents and warrants that 1) the information and statements in this Proposal are complete and accurate to the best of the Proposer's ability to make them so, and 2) the Proposer has not communicated with any representative of the Commonwealth of Massachusetts regarding preparation of this Proposal other than the DCAMM Project Manager.

Proposer's Signature: Claiborne Williams **Date:** 10/16/2025

1.5 Proposed Landlord

Name: **FDS MA Liberty Junction, LLC**
Name of Principal(s): **Claiborne Williams, Richard Mann, John Barros, and Conan Harris**
Address: **1001 19th Street Suite 1401**
City State Zip: **Arlington, VA 22209**

Office Phone: **(202) 669-8142**
Cell Phone: **(202) 669-8142**
Email: **cwilliams@fdstonewater.com**

MA corporation: MA LLC: Other MA entity:
Entity organized in another state (specify state and type of entity): **Delaware, LLC**

2. Cost

Include all cost and rent information for the proposal on this page.

DCAMM encourages submission of gross, flat-rent proposals that include the cost of all Landlord's Improvements and all Landlord's Services.

2.1 Total Annual Rent

Please complete the table below by filling in the components of the proposed Total Annual Rent for each year of the lease term. The far-left column identifies components of Annual Rent. Enter total dollars per year in the applicable rows; DCAMM will confirm the usable area of the proposed premises (Premises) and will calculate the proposed rental rate per usable square foot.

If you are proposing a gross lease, there should only be costs listed in the "Base Amount for Rent" row. If you are not proposing a gross lease and a cost is excluded from the proposed Total Annual Rent, please provide the estimated dollar amounts in the appropriate boxes in that row. Identify in the Questions section below how excluded costs are to be paid. Confirm that amounts are entered in the appropriate box so that the Total Annual Rent for each year equals the sum of the amounts entered. Confirm that the Annual Rent is expressed in total dollars and NOT as a rental rate per square foot.

Complete the questions below. Use the "Comments" section to provide information about any costs that may require explanation.

Note 1: The Offeror is providing $5 million dollars to DCAMM/User Agency as a cash concession that can be utilized as free rent in Year 1.

Note 2: Per the RFP Section 1.5, the User Agency is responsible for janitorial services. Please refer to the enclosed Lease Proposal Form Rider for more information regarding the Base Amount for Rent.

Note 3: For convenience, the Offeror has enclosed an Excel document of the below rent tables.

Annual Rent (Total $/yr)	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Base Amount for Rent:	$31,981,127.56	$32,561,675.64	$33,128,319.69	$33,706,281.47	$34,295,787.18
Estimate for Lights and Plugs:	INCL	INCL	INCL	INCL	INCL
Estimate for HVAC:	INCL	INCL	INCL	INCL	INCL
Estimate for Reserved Parking:	INCL	INCL	INCL	INCL	INCL
Estimate for Other: Free Rent	($5,000,000.00)	N/A	N/A	N/A	N/A
Estimate for Other: Janitorial	N/A	N/A	N/A	N/A	N/A
Estimate for Other:	N/A	N/A	N/A	N/A	N/A
Total Annual Rent:	**$26,981,127.56**	**$32,561,675.64**	**$33,128,319.69**	**$33,706,281.47**	**$34,295,787.18**

Annual Rent (Total $/yr)	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**
Base Amount for Rent:	$34,897,067.55	$35,536,607.92	$36,162,148.33	$36,800,183.63	$37,450,963.55
Estimate for Lights and Plugs:	INCL	INCL	INCL	INCL	INCL
Estimate for HVAC:	INCL	INCL	INCL	INCL	INCL
Estimate for Reserved Parking:	INCL	INCL	INCL	INCL	INCL
Estimate for Other: Free Rent	N/A	N/A	N/A	N/A	N/A
Estimate for Other: Janitorial	N/A	N/A	N/A	N/A	N/A
Estimate for Other:	N/A	N/A	N/A	N/A	N/A
Total Annual Rent:	**$34,897,067.55**	**$35,536,607.92**	**$36,162,148.33**	**$36,800,183.63**	**$37,450,963.55**

Years 11 through 40 on the following pages.

Annual Rent (Total $/yr)	Year 11	Year 12	Year 13	Year 14	Year 15
Base Amount for Rent:	$37,783,673.46	$38,147,272.96	$38,486,670.33	$38,829,461.68	$39,175,680.93
Estimate for Lights and Plugs:	INCL	INCL	INCL	INCL	INCL
Estimate for HVAC:	INCL	INCL	INCL	INCL	INCL
Estimate for Reserved Parking:	INCL	INCL	INCL	INCL	INCL
Estimate for Other: Free Rent	N/A	N/A	N/A	N/A	N/A
Estimate for Other: Janitorial	N/A	N/A	N/A	N/A	N/A
Estimate for Other:	N/A	N/A	N/A	N/A	N/A
Total Annual Rent:	**$37,783,673.46**	**$38,147,272.96**	**$38,486,670.33**	**$38,829,461.68**	**$39,175,680.93**

Annual Rent (Total $/yr)	Year 16	Year 17	Year 18	Year 19	Year 20
Base Amount for Rent:	$39,525,362.39	$39,907,481.28	$40,264,191.33	$40,624,468.48	$40,988,348.40
Estimate for Lights and Plugs:	INCL	INCL	INCL	INCL	INCL
Estimate for HVAC:	INCL	INCL	INCL	INCL	INCL
Estimate for Reserved Parking:	INCL	INCL	INCL	INCL	INCL
Estimate for Other: Free Rent	N/A	N/A	N/A	N/A	N/A
Estimate for Other: Janitorial	N/A	N/A	N/A	N/A	N/A
Estimate for Other:	N/A	N/A	N/A	N/A	N/A
Total Annual Rent:	**$39,525,362.39**	**$39,907,481.28**	**$40,264,191.33**	**$40,624,468.48**	**$40,988,348.40**

Annual Rent (Total $/yr)	Year 21	Year 22	Year 23	Year 24	Year 25
Base Amount for Rent:	$41,355,867.12	$41,757,448.68	$42,132,354.53	$42,511,009.43	$42,893,450.88
Estimate for Lights and Plugs:	INCL	INCL	INCL	INCL	INCL
Estimate for HVAC:	INCL	INCL	INCL	INCL	INCL
Estimate for Reserved Parking:	INCL	INCL	INCL	INCL	INCL
Estimate for Other: Free Rent	N/A	N/A	N/A	N/A	N/A
Estimate for Other: Janitorial	N/A	N/A	N/A	N/A	N/A
Estimate for Other:	N/A	N/A	N/A	N/A	N/A
Total Annual Rent:	**$41,355,867.12**	**$41,757,448.68**	**$42,132,354.53**	**$42,511,009.43**	**$42,893,450.88**

Years 26 through 40 on the following page.

Annual Rent (Total $/yr)	Year 26	Year 27	Year 28	Year 29	Year 30
Base Amount for Rent:	$43,279,716.75	$43,701,752.32	$44,095,782.13	$44,493,752.24	$44,895,702.05
Estimate for Lights and Plugs:	INCL	INCL	INCL	INCL	INCL
Estimate for HVAC:	INCL	INCL	INCL	INCL	INCL
Estimate for Reserved Parking:	INCL	INCL	INCL	INCL	INCL
Estimate for Other: Free Rent	N/A	N/A	N/A	N/A	N/A
Estimate for Other: Janitorial	N/A	N/A	N/A	N/A	N/A
Estimate for Other:	N/A	N/A	N/A	N/A	N/A
Total Annual Rent:	**$43,279,716.75**	**$43,701,752.32**	**$44,095,782.13**	**$44,493,752.24**	**$44,895,702.05**

Annual Rent (Total $/yr)	Year 31	Year 32	Year 33	Year 34	Year 35
Base Amount for Rent:	$45,301,671.36	$45,745,202.75	$46,159,332.05	$46,577,602.63	$47,000,055.92
Estimate for Lights and Plugs:	INCL	INCL	INCL	INCL	INCL
Estimate for HVAC:	INCL	INCL	INCL	INCL	INCL
Estimate for Reserved Parking:	INCL	INCL	INCL	INCL	INCL
Estimate for Other: Free Rent	N/A	N/A	N/A	N/A	N/A
Estimate for Other: Janitorial	N/A	N/A	N/A	N/A	N/A
Estimate for Other:	N/A	N/A	N/A	N/A	N/A
Total Annual Rent:	**$45,301,671.36**	**$45,745,202.75**	**$46,159,332.05**	**$46,577,602.63**	**$47,000,055.92**

Annual Rent (Total $/yr)	Year 36	Year 37	Year 38	Year 39	Year 40
Base Amount for Rent:	$47,426,733.75	$47,892,855.86	$48,328,109.91	$48,767,716.50	$49,211,719.15
Estimate for Lights and Plugs:	INCL	INCL	INCL	INCL	INCL
Estimate for HVAC:	INCL	INCL	INCL	INCL	INCL
Estimate for Reserved Parking:	INCL	INCL	INCL	INCL	INCL
Estimate for Other: Free Rent	N/A	N/A	N/A	N/A	N/A
Estimate for Other: Janitorial	N/A	N/A	N/A	N/A	N/A
Estimate for Other:	N/A	N/A	N/A	N/A	N/A
Total Annual Rent:	**$47,426,733.75**	**$47,892,855.86**	**$48,328,109.91**	**$48,767,716.50**	**$49,211,719.15**

2.2 Landlord's Improvements

Please provide the total estimated cost of Landlord's Improvements included in the Total Annual Rent: **$462,225,258.00**

As a supporting document to the above listed total estimated cost of Landlord's Improvements, please attach a full construction budget, inclusive of hard and soft costs. **Please refer to enclosed Construction Budget.**

Does the Total Annual Rent include the cost of all work necessary to comply precisely with Landlord's Improvements in § B-2, § B-3 and § B-4 of the RFP? If No, please explain. **Yes. For the purposes of clarity, the Offeror would like to highlight the following assumptions:**

(1) The Offeror acknowledges that Exhibit 15 of B-4 is meant for informational purposes only. Only the Finishes and Millwork specifically identified in B-2 and B-3 of the RFP have been included.
(2) As stated in the Lease Proposal Form Rider, the Usable Area includes all programs identified in the SAFS, including spaces identified as janitorial, data, and restrooms when explicitly defined as a requirement of the building program.
(3) Conduit for Audio/Visual systems per B-2, B-3, and B-4 of the RFP inside the courtrooms has been included while the Cabling and Installation of those systems have been excluded. Conduit, Cabling, and Installation of the Audio/Visual systems per B-2, B-3, and B-4 of the RFP outside the courtrooms have been included.
(4) All furniture, tables, etc that are moveable have been excluded.

<u>2.3 Landlord's Services</u>

Does the Total Annual Rent include the cost of all services to comply precisely with the Landlord's Services in § B-1 of the RFP? If No, please identify the excluded services and provide a cost estimate to obtain these services through the Landlord or a third party. **Please refer to the enclosed Lease Proposal Form Rider.**

<u>2.4 Comments</u>

Please provide any insight about your proposed premises that you believe DCAMM should consider related to cost reductions for the Improvements, Landlord Services, property taxes or Annual Rent.
In conjunction with DCAMM/User Agency, the Offeror is committed to investigating any potential cost reductions to the project. Examples of these efforts include:

(1) The Offeror is exploring cost savings through the energy savings program, Mass Save. For more information on this program, see here: https://www.masssave.com/. Any savings realized by the Offeror through the Mass Save process will be provided to DCAMM/User Agency in the form of free rent.
(2) The Offeror will work closely with DCAMM/User Agency to identify value engineering solutions for finishes outlined in the RFP and SAFS. Due to our extensive experience developing government facilities, our team has a proven track record of delivering effective value engineering solutions for government entities nationwide.
(3) The proposed lease structure that will result in significant cost savings to DCAMM/User Agency, as described in the enclosed Lease Proposal Form Rider.

3. Commonwealth Policy Objectives

Refer to RFP § 7 when responding to the questions below.

<u>3.1 Historic Properties</u>

Is the proposed space in a Building listed on the National Register of Historic Places as provided by 16 USC § 470a (l974)?
☐ Yes ☒ No

Is the proposed space in a Building certified as an historic landmark as provided by G. L. c. 9, § § 26 through 27C?
☐ Yes ☒ No

Is the proposed space in a Building designated as an historic landmark by the local historic commission?
☐ Yes ☒ No

If you answered Yes to one or more of these questions, attach evidence of historic building status.

<u>3.2 Sustainability: Leading by Example, Decarbonizing and Minimizing Environmental Impacts (Executive Order 594)</u>

Please identify by selecting the boxes below how your proposal currently complies with or is planned to comply with Executive Order 594 (Refer to RFP § 7.3)

	CURRENT	PLANNED
Energy Star Building:	☐ Y ☒ N	☒ Y ☐ N
Energy conservation and efficiency:	☐ Y ☒ N	☒ Y ☐ N
Clean energy practices:	☐ Y ☒ N	☒ Y ☐ N
Energy procurement:	☐ Y ☒ N	☒ Y ☐ N
LEED Certified Building:	☐ Y ☒ N	☒ Y ☐ N
Water conservation:	☐ Y ☒ N	☒ Y ☐ N
Waste reduction and recycling:	☐ Y ☒ N	☒ Y ☐ N
Environmentally preferable procurement:	☐ Y ☒ N	☒ Y ☐ N
Toxics-use reduction:	☐ Y ☒ N	☒ Y ☐ N
Sustainable transportation:	☐ Y ☒ N	☒ Y ☐ N
Electrical vehicle charging stations on site:	☐ Y ☒ N	☒ Y ☐ N
Other:	☐ Y ☒ N	☒ Y ☐ N

Identify all other practices to reduce environmental impact, and comment on current and planned practices identified above:
The design of the new Springfield Regional Justice Center will serve as a testament of DCAMM's commitment to sustainability. Please refer to the Sustainability section of the enclosed Architectural Concept Narrative.

3.3 South Coast Rail Economic Development and Land Use Corridor Plan

Is the Building within the area of South Coast Rail Economic Development and Land Use Corridor Plan? ☐ Yes ☒ No
If you answered Yes, explain how the proposal is consistent with implementation of the recommendations of the Corridor Plan.

3.4 Gateway Cities

Is the Building within a Gateway City? *(Gateway Cities are as follows: Attleboro, Barnstable, Brockton, Chelsea, Chicopee, Everett, Fall River, Fitchburg, Haverhill, Holyoke, Lawrence, Leominster, Lowell, Lynn, Malden, Methuen, New Bedford, Peabody, Pittsfield, Quincy, Revere, Salem, Springfield, Taunton, Westfield, and Worcester.)* ☒ Yes ☐ No
If you answered yes, is the Building located within the downtown area? ☒ Yes ☐ No
If you answered yes, please provide any information on promotion of private investment in construction or substantial rehabilitation of a commercial and/or multi-family residential development?
Please refer to the enclosed Gateway Cities Narrative.

3.5 Inclusive Design

Please provide any information on the proposed Building and efforts to meet the diverse and changing needs of users across age, gender, ability, language, ethnicity, and economic circumstance, and any details on your facilitate that are usable by the widest range of situations without the need for special or separate design
Please refer to the Inclusive Design section of the enclosed Architectural Concept Narrative.

3.6 Environmental Justice Population Area

Is the Building within an Environmental Justice Population Area? ☒ Yes ☐ No
(Environmental Justice Population Areas can be found on mass.gov)

4. Location

4.1 Parking: Please identify how your proposal accommodates parking as outlined in the RFP.

Public Parking:

Identify the number of public parking spaces within one-quarter mile of the proposed Building: **2,300**
This number exceeds the RFP's "General Parking" requirement. These spaces are not provided in this proposal and are held by a municipal or private entity but are/will be available to the public. Please refer to the enclosed Access and Transit narrative for more information on the exact location of these spaces.
Identify the number of accessible space(s) within one-quarter mile of the proposed Building: **38**

Reserved, Secured Parking: List the location and number of reserved parking spaces included in this proposal:

Address/Location	# Standard	# Accessible	Total #
On-site (Parcel 1/125 Liberty Street)	**33**	**1**	**34**

Reserved Parking: List the location and number of drop-off spaces included in this proposal:

Address/Location	# Standard	# Accessible	Total #
280 Chestnut Street (Parcel 2/Baystate Health garage)	**38**	**0**	**38**

Electric Vehicle Charging Stations: List the location and number of EV charging stations included in this proposal:

Address/Location	# EV Stations
On-site (Parcel 1/125 Liberty Street)	**7**

Sallyport: Please provide details on your plan for meeting the sallyport requirements outlined in the RFP:
Please refer to the Parking section of the enclosed Architectural Concept Narrative.
Other Parking: List the location and number of any additional parking spaced included in this proposal that are in addition to the above referenced parking types:

Address/Location	Total #
Street parking adjacent to 125 Liberty Street (please refer to enclosed Site Circulation Plan for exact location)	**3 Public Accessible Parking spaces**

4.2 Access

List closest highway exits and major arterial roads and estimate their distance from the proposed Building:
<0.25 miles from Exit 2 of I-291
<0.25 miles from Exit 2 of I-91
<0.25 miles from Main Street

List public transportation serving the Building, identify nearby stops and stations and estimate their distance from the proposed Building:
The Building has superior access to public transit routes providing "*Access for All.*" Please refer to the enclosed Access and Transit narrative for additional detail.

-On-site (0.0 miles from Building): Liberty / Dwight bus stop (#1913) serving Bus line G3 and P21.
-Union Station Amtrak Station and Bus Terminal (approx. 500 feet from Building) serving regional/national Amtrak train routes and PVTA bus routes B4, B6, B7, B12, B17, G1 North, G1 South, G2 North, G2 South, G3 North, G3 South, G5, G73E, P11, P20, P21, P21 Express, R10, R14, R29 (via P20), WS (via B17), PS, X90, and X92.

Identify any existing or proposed shuttle serving the Building, noting its route, hours of service, and schedule: **N/A.**
Is the cost of this service included in the proposed rent? **N/A.**

4.3 Neighborhood Characteristics

Identify all uses in the immediate vicinity of the proposed Building (within approximately 1/10 mile).

- [x] Office
- [x] Retail
- [ ] Residential
- [x] Restaurant/Food
- [ ] R&D
- [x] Warehouse
- [ ] Manufacturing
- [ ] Industrial
- [ ] Vacant Land
- [ ] Other (specify): ______________________

List amenities (banks, restaurants, shops, etc.) within a ¼ mile of the Building:
Please refer to the Amenities Map within the enclosed Neighborhood Characteristics/Amenities narrative.
Describe neighborhood characteristics relating to safety and security:
Please refer to the enclosed Neighborhood Characteristics/Amenities narrative.

5. Building Conditions: Exterior Envelope, Systems and Common Areas

5.1 Flood Plain

Is the property located in a flood plain? [ ] Yes [x] No
If you answered Yes, identify all conditions and limitations relating to the property and the proposed Premises, and attach the current FEMA flood plain map.

5.2 Barrier-Free Access

Confirm that the Building does or will comply with the requirements for access for individuals with disabilities.
[x] Yes [ ] No

Check **E** for those that are accessible now, and **P** for those that are not but will be made accessible prior to occupancy.

E	P		E	P		E	P	
[ ]	[x]	Site	[ ]	[x]	Building Entrance(s)	[ ]	[x]	Common Area Restrooms
[ ]	[x]	Parking	[ ]	[x]	Common Area Hallways	[ ]	[x]	Elevators
[ ]	[x]	Proposed Premises						

5.3 Hazardous Substance (see § 5.6 of the Lease)

Owner has no knowledge of, and has not received any notice of, the current or past existence of any material, currently considered to be a Hazardous Substance, that is existing, deposited, or discharged on or from, or across, or migrating toward or across the Premises, the Building, or the land upon which the Building is located. ☐ Yes ☒ No

If you answered No, identify all conditions about which there is knowledge or notice. DCAMM may request a copy of all reports on such conditions.

Our team has conducted extensive environmental testing of the proposed site at 125 Liberty Street. Per our environmental engineer, results indicate that a MassDEP notification exemption applies under the Massachusetts Contingency Plan and therefore the detections of Hazardous Substance are not reportable.

Owner represents that each Hazardous Substance, whether presently known or subsequently discovered, has been or will be remediated (or in the case of encapsulated asbestos, have a management plan in place) in accordance with the provisions of § 5.6 of the Lease and all applicable laws and regulations before the Commonwealth takes occupancy of the proposed Premises and the Building. ☒ Yes ☐ No

5.4 Building Statistics

Building rentable sf:	**300,391**	Building usable sf:	**270,055**		
Year of initial construction:	**New construction**	Original use:	**New construction**		
# of Floors Above Grade:	**6.5**	Below Grade:	**1.5**	Floor Load lb/sf:	**Per RFP**
# of Elevators:	**12**	Passenger:	**12**	Freight:	**None dedicated**

Existing Use of proposed Premises:
Medical office building and parking lot
Please describe all planned changes in Building use:
Complete demolition and built to suit new construction of the proposed Springfield Regional Justice Center
Describe all proposed improvements to Building envelope:

5.5 Building Envelope

Type of Construction: ☐ Brick ☒ Concrete ☒ Steel ☐ Wood ☐ Other (specify): ____________
Type of Exterior Walls: ☐ Brick ☒ Concrete ☒ Steel ☐ Wood ☒ Other (specify): **Curtainwall**

Type and Age of Windows: Type: **Please refer to the enclosed Architectural Concept Narrative.**
Date Installed: **New** Operable: **TBD**
Type of Roof: **Proposed single-ply membrane. Please refer to the enclosed Architectural Concept Narrative.**
Year of Installation: **New**

Describe any proposed improvements to Building envelope:
The proposed facility will be new construction, with high-performance envelope systems designed to meet or exceed current building code requirements.

5.6 Life Safety Systems
Check **E** for those that exist and meet current code requirements, and **P** for those that do not exist but that will be provided as required by current codes prior to occupancy.

E	P		E	P		E	P	
☐	☒	Emergency Egress	☐	☒	Smoke Detectors	☐	☒	Audio and Visual Fire Alarm System
☐	☒	Sprinkler	☐	☒	Exit Signs	☐	☒	Fire Doors/Walls
☐	☒	Exit Route Diagrams	☐	☒	Emergency Lighting	☐	☒	Fire Extinguishers

Describe all proposed improvements to life safety systems:
New construction. Please refer to the Life Safety section of the enclosed Architectural Concept Narrative.

5.7 Electrical System
Please provide a description of the electrical service and the watts per USF available to the proposed Premises.
18 Watts/sf is provided through three 2000kVA utility service transformers and three 3000amp 277/480volt switchboards in a MTMTM configuration.

Is the electrical distribution for the proposed Premises separately metered? ☒ Yes ☐ No
Is there an existing energy management system for lighting? ☐ Yes ☒ No

Is there a back-up generator? ☒ Yes ☐ No
If yes, please describe the size, age, and any capacity for Tenant Premises beyond life safety.
1000 kW mounted generator that meets the requirements of RFP 2.7.2, and has extra capacity for additional loading determined during the design development phase.

5.8 Heating and Air Conditioning System

Please describe the HVAC system utilized for the Premises. **New construction. Please refer to the enclosed Architectural Concept Narrative.**
Date and scope of latest improvements: **New**

Is there available capacity based on the information provided about the User Agency's use of the space: **N/A**
Is the system serving the proposed Premises separately metered? ☒ Yes ☐ No
Is there an existing energy management system? ☐ Yes ☒ No
If you answered Yes, describe the system and age:
N/A
Are Preventative Maintenance Logs available during a site visit? ☐ Yes ☐ No **N/A, new construction.**
Describe all proposed improvements to Building systems:
New construction
If DCAMM'S Project Manager determines during a site visit that the proposed Premises is a viable proposal and an impartial review of the condition of the systems should be conducted due to age or concern from visual inspection, will Landlord conduct and pay for the review? ☐ Yes ☐ No **N/A, new construction.**

5.9 Building Common Areas

Identify the existing condition of the following common areas and describe all proposed improvements:
New construction
Lobby/Entrance: **New, see Building Common Area section of the enclosed Architectural Concept Narrative.**
Stairwells: **New, see Building Common Area section of the enclosed Architectural Concept Narrative.**
Elevators: **New, see Building Common Area section of the enclosed Architectural Concept Narrative.**
Hallways: **New, see Building Common Area section of the enclosed Architectural Concept Narrative.**
Restrooms: **New, see Building Common Area section of the enclosed Architectural Concept Narrative.**

5.10 Security

Please describe any and all security protocols used for the property and the parking areas (if applicable).
Please refer to the Security section of the enclosed Architectural Concept Narrative.

6. Proposed Premises Condition

6.1 Characteristics of the Proposed Premises:

Floor Number(s): **Levels -1, 0, 1, 2, 3, 4, 5, and 6** Contiguous block of space: Yes ☒ ☐
Column Spacing: **40** feet o.c. by **40** feet o.c.
Ceiling Height: **Feet from finished floor to the underside of slab above: Courtroom floors (Levels 3-6): ~19'; All other Levels: ~14'**
Feet from finished floor to finished ceiling: ~16' (Courtroom wells); ~12' (Public Waiting, Spectator Seating, Detention); 10' (Hearing Room); 9' (offices)

Window Area: **35% of exterior envelope; ~50,000 SF**
# of Means of Egress: **4**
Describe the existing conditions:
Vacant office building, to be demolished and proposed building to be newly constructed.
Date and scope of latest improvements:
N/A, new construction.
If available, attach plans in CAD for each floor included in the proposed Premises, as further described in § 10.

6.2 Availability of Space

Is the proposed space vacant? ☒ Yes ☐ No
Date when the space will be vacant and construction of Landlord's Improvements can commence: **Immediately.**

Identify existing tenants who currently occupy, or have the option to occupy, the proposed space, and the term of any rental agreement(s):
N/A

7. Landlord Information and Landlord Capacity

7.1 Landlord Information

Does Landlord entity have any employees? ☐ Yes ☒ No

7.2 Landlord's Management Services

Please provide details related to the property management company serving the Premises. Relevant details include number of square feet under management, years of experience managing similar properties, and years managing this property.
Please refer to the enclosed Landlord Management Services narrative.

7.3 Permitting, Design and Construction

Please provide any pertinent information related to permits or approvals necessary for improvements to the Building or Premises.
Please refer to the enclosed Project Schedule.
Is the use sought in the RFP allowable under existing zoning? ☒ Yes ☐ No
If this is not an allowable use under the existing zoning, please describe the anticipated timeframe for zoning relief or special permit.
N/A. DCAMM's proposed use is allowed by-right under the existing zoning.
Names of firms and persons (e.g., architect and engineer) expected to prepare Working Drawings:
Leers Weinzapfel Associates - Ashley Rao and Josiah Stevenson
If known, name of company (e.g., general contractor) expected to complete Landlord's Improvements (if known):
Suffolk Construction

7.4 Financing

Do you anticipate obtaining financing for the Landlord's Improvements? **Yes.**
In many circumstances the Commonwealth seeks an SNDA. If you believe this unlikely for this transaction, please provide the reason.
Acknowledged.

8. Capital Improvements and Capital Reserve

Please provide a Capital Improvement Schedule and a plan for maintaining a Capital Reserve Account. You may use the space provided below or attach to this Lease Proposal Form in your preferred format.

Capital Reserve Plan Narrative:
Please refer to the enclosed Lease Proposal Form Rider.
Capital Improvement Schedule:

Item	Estimated Useful Life (based on industry standards, actual planned product specifications or RFP requirements)	Estimated Replacement Year	Additional information such as maintenance to be performed between replacements, how replacements will be handled, etc.
Air Source Heat Pumps	20-25 Years	2049-2053	Typical useful life per operating partner (Cushman & Wakefield)
Heat Exchangers	20-25 Years	2049-2053	
Air Handling Units	20-25 Years	2049-2053	
Stair Pressurization Fans	20-25 Years	2049-2053	
Exhaust Fans	20-25 Years	2049-2053	

Item (cont.)	Estimated Useful Life (based on industry standards, actual planned product specifications or RFP requirements)	Estimated Replacement Year	Additional information such as maintenance to be performed between replacements, how replacements will be handled, etc.
Exhaust Fans	20-25 Years	2049-2053	
Supply Fans	20-25 Years	2049-2053	
Buffer Tanks	20-25 Years	2049-2053	
Fuel Tanks	20-25 Years	2049-2053	
Buffer Tanks	20-25 Years	2049-2053	
Elevators	20-25 Years	2049-2053	
Roof Replacement	20 Years	2049	
Facade Repairs	Periodic	Every 5 Years	
Cyclical Painting & Flooring Repair/Replacement	Periodic	Every 5-10 Years (as outlined in RFP)	
Precast Sealants	20-25 Years	2049-2053	
Curtainwall Sealants	20-25 Years	2049-2053	
Emergency Panels/Devices/Pumps	25 Years	2053	
Emergency Generator	25 Years	2053	
Domestic Water Pump	25 Years	2053	

9. Estimated Project Schedule

Please provide an estimated project schedule. You may use the space provided below or attach in your preferred format. Please at a minimum include the below listed milestones.

Please refer to the enclosed Project Schedule that includes the below listed milestones.

MILESTONE	NUMBER OF MONTHS FOLLOWING LANDLORD'S RECEIPT OF EXECUTED LEASE
Schematic Space Plan Submittal to Tenant	
Working Drawing Submittal to Tenant	
Submit Permit Applications	
Receive Permit	
Start Construction	
Construction Substantial Completion	
Architect and MEP Issue Certificates of Completion	
Certificate of Occupancy Issued by Building Department	
Completion Date	

10. References

10.1 DCAMM reserves the right to contact other parties who may be familiar with the Building and/or the landlord.

10.2 Rental Agreements with the Commonwealth of Massachusetts

List all rental agreements between the record owner, prospective purchaser, prospective tenant, or tenant, and their affiliates and the Commonwealth of Massachusetts which were in effect within the last five years.

The Offeror does not have rental agreements with the Commonwealth of Massachusetts. However, to assist DCAMM in its evaluation, the Offeror has provided the following references for Government-leased specialty facilities.

Agency	Address	Phone
State of Maine (Valerie E. Scott)	**139 Capitol Street, Augusta, ME 04330**	**207-512-0023, valerie.scott@mainepers.org**
Borough of Somerville, NJ (Colin Driver)	**25 West End Avenue Somerville, NJ 08876**	**908-369-3241, colin.driver@gmail.com, cdriver@somervillenj.com**
GSA - Drug Enforcement Administration (Danielle Piantedosi)	**10 Causeway Street Boston, MA 02222**	**617-459-5292, danielle.piantedosi@gsa.gov**

11. Requested Documents

Please attach any documents you believe would be beneficial for the selection process. These could include a property brochure, pictures of the interior, description of existing furniture systems available as part of the proposal, etc. DCAMM and the User Agency prefer to evaluate proposals that include the following:

11.1 Verified floor plans to scale (1/8" = 1'0" or greater) in CAD for each floor included in the proposed Premises. These drawings should identify the following: **Please refer to the enclosed Fit Plans.**

a) The proposed Premises;
b) All structural elements and limitations;
c) All entrances and exits;
d) All existing non-structural partitions, including demising walls;
e) All existing windows, with head and sill heights;
f) All existing restrooms, and mechanical, electrical, and telephone rooms;
g) All existing heating, ventilation, and air-conditioning equipment;
h) Calculation of usable area.

11.2 If the proposer is, or represents, a prospective Building purchaser, a copy of the executed purchase and sale agreement or other evidence of control of the property. **Please refer to the enclosed Evidence of Control documents.**

11.3 If the property is located in a flood plain, attach the current FEMA flood plain map and all other relevant documentation. **N/A. Not in a flood plain.**

11.4 If the proposer is seeking financing, documentation that financing is not conditioned on material modifications to the Lease or identification of modifications sought.

Please refer to the enclosed Financial Capabilities Narrative. The Offeror confirms financing is not conditioned on material modifications of the Lease.

11.5 If applicable, evidence that the Building is listed on the National Register of Historic Places and/or is certified as a Historic Landmark. **N/A.**

11.6 If applicable, evidence that the Building is designated an Energy Star or LEED Certified building.
Please refer to the Sustainability section of the enclosed Architectural Concept Narrative.

11.7 Bios detailing the experience of the Landlord and Landlord's Team; if available to include Property Management, Architect, Engineers, General Contractor, etc.
Please refer to the enclosed Liberty Junction Team Qualifications.

12. Fit Plan

Please provide a fit plan that includes the program as described in the Space Allocation and Finish Schedule. Please submit in both CAD and PDF format. Please confirm in the space below if a fit plan will be submitted with this proposal and how it will be submitted (such as via e-mail, drop box link, etc.).
Please refer to the Proposed Design Concept section of this proposal. CAD files provided under separate cover.

13. Economic Impact

Please provide an economic impact statement. This should include details on how the proposed location impacts economic development in Downtown Springfield, including supporting existing retail and office occupancies, stimulating additional occupancy, and leveraging the court development to generate additional new economic development activity for Springfield. You may use the space provided below or attach as a separate document.
Please refer to the enclosed Economic Impact Narrative.

14. Access & Opportunity

Please provide a written plan detailing how the Access & Opportunity objectives defined in RFP 7.8 will be met. You may use the space provided below or attach as a separate document.

Please refer to enclosed Access & Opportunity Narrative.

15. Proposer Comments

Please provide any commentary you wish DCAMM to consider related to your proposed space. These comments may include: ways that the Building is meeting or will meet the Commonwealth's goals of decarbonization and sustainability, present conditions that are not exactly aligned with the RFP requirements but would save the Commonwealth rent expense if the plan can adapt; alternative HVAC designs to achieve better emission standards or reduce expense;

changes to present public transportation routes that would benefit the Commonwealth's employees/clients, and anything else you want us to know.

Please refer to the enclosed Lease Proposal Form Rider.

DCAMM encourages proposers to suggest ways to use existing or less costly improvements to meet the needs of the User Agency and to submit alternative proposals that meet the needs of the User Agency in a better or more cost-effective manner. Please provide an explanation of your alternative proposal.

Ground Lease Option Agreement

This Ground Lease Option Agreement (this "Agreement") is made this 9th day of May, 2025 (the "Effective Date") by and between FD Stonewater, LLC, a Delaware limited liability company with its principal place of business at 1001 19th Street N Suite 1401, Arlington, VA 22209 (hereinafter "FDS" or "Lessee"), and NORTHEASTERN INVESTMENTS LLC, a ____________, with its principal place of business at ____________ (hereinafter "Northeastern" or "Lessor").

WHEREAS, Northeastern owns an approximately 2.16 acre parcel in Springfield, Massachusetts which is shown on <u>Exhibit A</u> attached hereto (the "Property");

WHEREAS, FDS or its designee intends to develop a 330,000 sf +/- square foot facility to be leased to The Division of Capital Asset Management and Maintenance ("DCAMM") and occupied by the Massachusetts Trial Court ("MTC") for a new facility (the "Project");

WHEREAS, should Lessee exercise the Option (defined below), Lessor agrees to ground lease the Property at closing ("Closing") free and clear of all debt, liens, and other encumbrances (other than permitted title exceptions).

NOW THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Lessor hereby grants to Lessee an exclusive, irrevocable option to ground lease (either itself or through a designee) the Property (the "Option") for an initial term consisting of ninety nine (99) years (the "Initial Term") at the rental rate of [redacted] per year commencing at Closing ("Ground Lease Commencement Date") with a 5% escalation on the 5th anniversary of the Ground Lease Commencement Date, and every 5th anniversary thereafter throughout the Initial Term. In addition, Lessee shall, within 90 days after the MTC lease commencement date, pay Lessor additional rent in the amount of [redacted]

2. The terms and conditions of this Agreement, any work product created by the parties in connection with the Project (including, without limitation, submissions prepared in connection with the DCAMM lease) and the fact that the parties are discussing a possible transaction are confidential, and shall be held by the parties in strict confidence and will not be disclosed to anyone other than (i) to such party's members, directors, officers, employees, legal counsel, advisors, agents, potential lenders and other representatives who need to know such information in connection with the transaction between FDS and Northeastern contemplated hereby and (ii) as required by applicable law.

3. During the Option Period (defined below): (1) Lessor shall negotiate exclusively with Lessee, and neither Northeastern nor its affiliates shall enter into discussions or negotiations, solicit offers, or enter into any agreement in connection with the sale or lease of any portion of the Property to a

third-party or any solicitation or request for proposal by DCAMM; and (2) Lessee shall not submit any other property to DCAMM for the Project.

4. The Option will remain in effect for three hundred sixty-five (365) days following the Effective Date (the "Option Period") at which time the Option will expire unless exercised. During the Option Period, the Lessee has the option and exclusive right to ground lease the Property on the terms set out herein. The Lessee must notify the Lessor in writing of the decision to exercise the Option during the Option Period, with such notice accompanied by a ground lease for the Property on Lessee's form to be consistent with the terms set forth in this Agreement. The parties shall negotiate the ground lease as stated herein in good faith and shall use commercially reasonable efforts to execute the ground lease within seven (7) business days, or such other mutually agreeable date, after Lessee's delivery of the same to Lessor. The parties acknowledge that the following, among other terms and conditions, will be included in the ground lease: (i) property taxes will be allocated to Lessee; and (ii) an assignment of the ground lease by Lessee will be subject to Lessor's reasonable consent (subject to any exceptions required by Lessee's lender, if any).

5. The Option is granted in consideration of Lessee's payment to Lessor, concurrently with the execution of this Agreement, of the amount of [redacted] the "Option Payment"), receipt of which is hereby acknowledged. Lessee and Lessor acknowledge and agree that the Option Payment constitutes consideration to Lessor for Lessor's agreement to (i) enter into this Agreement with Lessee, (ii) not sell or lease the Property to another purchaser or lessee while this Agreement is in effect, and (iii) lease the Property to Lessee on the terms and conditions pursuant to a ground lease (as described in Section 4 above), provided that Lessee has exercised the Option in the manner provided in Section 4 above. The Option Payment shall be fully earned by Lessor upon delivery thereof and shall be non-refundable to Lessee except in the event of a default by Lessor under this Agreement.

6. Lessee shall have the right to conduct inspections of the Property at Lessee's cost and expense. Lessee shall promptly restore any damage or disturbance to the Property to the extent caused by Lessee or its agents', employees' or contractors' acts or omissions on or about the Property. Lessee agrees to and hereby does indemnify, defend and hold the Lessor harmless from and against any and all costs, losses, claims, liabilities or damages, including mechanic's and materialmen's liens, caused by the entry by Lessee and/or any of Lessee's agents, employees or contractors onto the Property pursuant to this Section 6, provided that Lessee shall not be liable to Lessor for the mere discovery by Lessee or its agents or contractors of any existing condition at the Property.

7. This Agreement does not obligate FDS (or any affiliate or designee) to pursue (either in good faith or otherwise) the Project, the DCAMM lease or any financing in connection therewith. Any decision to pursue or abandon the Project, the DCAMM lease or any financing in connection therewith shall be made of FDS (or its affiliate or designee) in its sole discretion, and without any liability to Lessor in connection therewith.

8. Lessee may assign this Agreement without the consent of the Lessor.Upon execution of the ground lease, written notice must be provided to the lessor of any transfer of ownership or sale of the developed premises.

9. Notices and other communications required or permitted under this Agreement shall be in writing and delivered by hand against receipt or sent by recognized overnight delivery service, or by certified or registered mail, postage prepaid, with return receipt requested to the parties at the addresses set forth in the introductory paragraph above, or by electronic mail with evidence of receipt to FDS: cwilliams@fdstonewater.com and/or Northeastern: ______.

10. This Agreement shall be governed under the laws of the State of Massachusetts, and any dispute as to this Agreement shall be determined in a court of competent jurisdiction in Hampden County in the State of Massachusetts.

11. No modification of this Agreement will be effective unless it is in writing and is signed by both the Lessee and Lessor. This Agreement binds and benefits both the Lessee and Lessor any successors. Time is of the essence of this Agreement. This Agreement, including any attachments, is the entire agreement between the Lessee and Lessor and supersedes any and all prior agreements.

12. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute a single binding instrument. Execution and delivery of this Agreement by facsimile or as a .pdf file sent by electronic mail shall be sufficient for all purposes and shall be binding on any person who so executes.

13.The final ground lease agreement incorporates insurance provisions designed to safeguard the lessor's interests, as discussed and formalized during the concluding negotiations.

14. penalties and breach to be discussed on final draft of ground lease.

15.Property taxes and subsequent property assessments following execution of the ground lease are the lessor's responsibility

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal on the date first above written.

FD STONEWATER, LLC

By: ______________________

Name: Claiborne Williams

Its: Member

NORTHEASTERN INVESTMENTS LLC

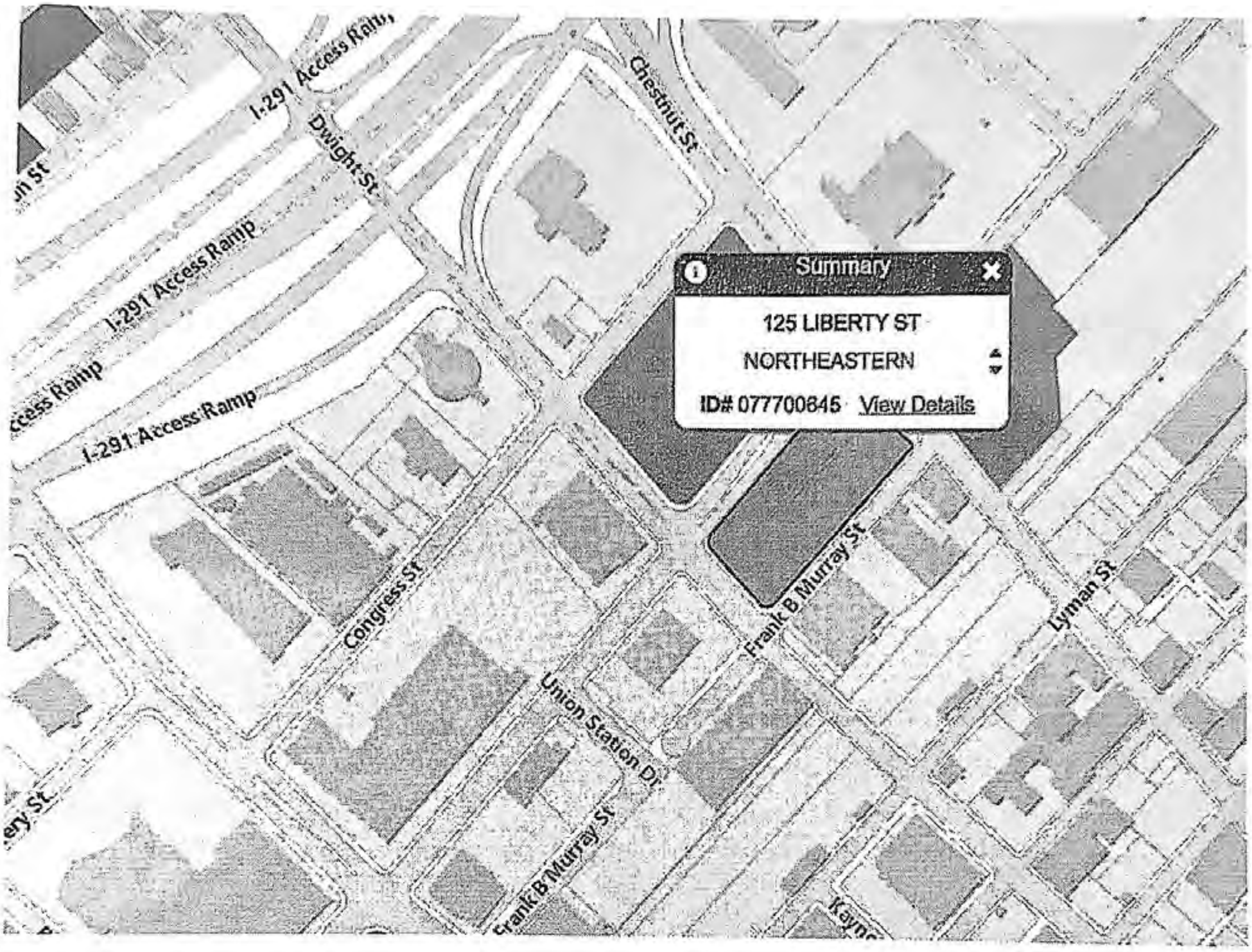
By: ______________________

Name: ______________________

Title: Manager

3

EXHIBIT A
PROPERTY



AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (“**Agreement**”) is made as of September 26, 2025 by and between (i) **BAYSTATE MEDICAL CENTER, INC.**, a Massachusetts corporation (“**Seller**”), and (ii) **FDS MA SPRINGFIELD DWIGHT, LLC**, a Delaware limited liability company, or its designee (“**Purchaser**”).

ARTICLE 1. INTERPRETATION

1.1 Definitions. For purposes of this Agreement, in addition to the terms defined elsewhere in this Agreement, the following capitalized terms shall have the meanings indicated:

1.1.1 **Action:** any action, suit, arbitration, governmental investigation or other legal proceeding.

1.1.2 **Closing:** the consummation of the purchase and sale of the Property as contemplated by this Agreement.

1.1.3 **Closing Date:** the date on which the Closing occurs as defined in Section 7.2.

1.1.4 **Code:** the Internal Revenue Code of 1986, as amended.

1.1.5 **Contract:** any contract for services, maintenance and supplies, equipment leases, and any other contract or agreement to which Seller is a party relating to the use, management, maintenance, operation, provisioning or equipping of the Property, and all amendments thereto.

1.1.6 **Contract Date**: the date of this Agreement first written above.

1.1.7 **Environmental Laws:** any Legal Requirement applicable to the Property and pertaining to protection of human health or the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1982, the Resource Conservation and Recovery Act of 1986, the Superfund Amendments and Reauthorization Act of 1986, the Toxic Substances Control Act and any Commonwealth of Massachusetts counterparts thereto, as any of the foregoing may be amended from time to time.

1.1.8 **Hazardous Substance:** any pollutant, contaminant or any toxic, radioactive or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, asbestos, and toxic mold, in each case as regulated under Environmental Laws.

1.1.9 **Improvements:** collectively, all improvements (including such fixtures as shall constitute real property) located on the Land.

1.1.10 **Intangible Property:** collectively if any, (i) all assignable guarantees and warranties that relate to the Improvements or Personal Property, (ii) all assignable permits and other public approvals that relate to the Land or Improvements, (iii) all plans and specifications for the Improvements, (iv) all rights and work product under construction, service, consulting, engineering, architectural and other contracts, (v) books and records relating solely to ownership or operation of the Property, and (vi) keys and lock and safe combinations relating to the Property.

1.1.11 **Land:** collectively, the parcel of land owned by Seller known as 280 Chestnut Street, Springfield, MA and consisting of approximately 3.39 contiguous acres and more particularly described on Schedule 1.1.11, together with all right, title and interest of the Seller in and to (i) all rights, ways, easements, privileges and appurtenances to such parcels, (ii) all strips and gores appurtenant to such parcels, and (iii) any land lying in the bed of any streets, roads and alleys appurtenant to such parcels (including any portion(s) of any streets, roads or alleys appurtenant to such parcels that is vacated after the date of this Agreement).

1.1.12 **Leases:** all leases, subleases, licenses or other rights to possess, occupy or use all or any portion of the Improvements or the Land, and all amendments thereto.

1.1.13 **Legal Requirement:** any federal, state, local or municipal constitution, law, statute, ordinance, rule, order or regulation.

1.1.14 **Permitted Exceptions:** collectively, (i) the lien for real estate taxes and other assessments not yet due and payable and (ii) those matters becoming or deemed "permitted exceptions" pursuant to Section 5.2.2 hereof.

1.1.15 **Personal Property:** all equipment, furniture, furnishings, appliances, tools, machinery, supplies and other tangible personal property owned by Seller and left at the Property upon Seller vacating the same.

1.1.16 **Property:** collectively, the fee simple interest in the Land and the Improvements, together with the Personal Property, the Intangible Property, the Leases and the Contracts.

1.1.17 **Title Company:** Fidelity National Title Insurance Company, 1330 Connecticut Avenue, NW Suite 450, Washington, D.C. 20036; Attn: Mark Badanowski, which is also serving as escrow agent hereunder.

1.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to conflicts of laws principles).

1.3 Captions, Numbering and Headings. Captions, numbering and headings of Articles, Sections, Schedules and Exhibits in this Agreement are for convenience of reference only and shall not be considered in the interpretation of this Agreement. References in this Agreement to Articles, Sections, Schedules and Exhibits shall be deemed to be references to such Articles, Sections, Schedules and Exhibits in this Agreement unless otherwise expressly specified.

1.4 Number; Gender. Whenever required by the context, the singular shall include the plural, the neuter gender shall include the male gender and female gender, and vice versa.

1.5 Business Day. In the event that the date for performance of any obligation under this Agreement falls on other than a business day, then such obligation shall be performed on the next succeeding business day.

1.6 Severability. In the event that one or more of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable, each such provision shall be deemed severable and the remaining provisions of this Agreement shall continue in full force and effect, unless this construction would operate as an undue hardship on Seller or Purchaser or would constitute a substantial deviation from the general intent of the parties as reflected in this Agreement.

1.7 No Oral Modifications or Waivers. No modification of this Agreement shall be valid or effective unless the same is in writing and signed by Seller and Purchaser. No purported waiver of any of the provisions of this Agreement shall be valid or effective unless the same is in writing and signed by the party against whom it is sought to be enforced.

1.8 Exhibits. All Schedules and Exhibits referenced in this Agreement are incorporated by this reference as if fully set forth in this Agreement, and all references to this Agreement shall be deemed to include all such Schedules and Exhibits.

1.9 Integration. This Agreement, all Schedules and Exhibits appended to this Agreement, and the documents and agreements referenced in this Agreement contain the entire understanding between Seller and Purchaser with respect to the sale of the Property, and are intended to be a full integration of all prior or contemporaneous agreements, conditions, understandings or undertakings between Seller and Purchaser with respect thereto. There are no promises, agreements, conditions, undertakings, understandings, warranties or representations, whether oral, written, express or implied, between Seller and Purchaser with respect to the sale of the Property other than as are expressly set forth in this Agreement, the Schedules and Exhibits appended to this Agreement, and the documents and agreements referenced in this Agreement.

1.10 No Construction Against Drafter. This Agreement has been negotiated and prepared by Seller and Purchaser and their respective attorneys and should any provision of this Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

1.11 Including. The term "including," and variants thereof, shall mean "including without limitation."

ARTICLE 2. SALE OF PROPERTY

2.1 Sale and Purchase. Subject to and in accordance with the terms of this Agreement, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the Property.

2.2 Purchase Price.

2.2.1 The purchase price ("**Purchase Price**") for the sale and purchase of the Property shall be [redacted] subject to the debits and credits described in Article 10.

2.2.2 Within five (5) days following the Contract Date, Purchaser shall deliver to the Title Company the sum of [redacted] (together with interest and all Diligence Extension Deposits (defined below), the "**Deposit**") by wire transfer of immediately available funds. The Title Company shall hold the Deposit in an interest-bearing account. Unless otherwise released to Seller pursuant to the terms of Section 5.1.1 of this Agreement, the Deposit shall be credited against the Purchase Price at Closing. At Closing, Purchaser shall pay the balance of the Purchase Price (net of the Deposit and adjusted as set forth herein) to or at the direction of Seller by wire transfer of immediately available funds.

ARTICLE 3. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties are effective as of the Contract Date and shall be deemed to be updated as of the Closing Date:

3.1 Good Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of its organization and has full power and authority to conduct the business in which it is now engaged. Seller is duly qualified to do business and in good standing under the laws of the Commonwealth of Massachusetts.

3.2 Due Authorization; Enforceability. The execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the transactions contemplated by this Agreement have been duly and validly authorized by all requisite actions of Seller. Assuming the due execution and delivery of this Agreement by Purchaser, this Agreement constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

3.3 Ownership. Seller is the sole legal and beneficial owner of fee simple title to the Land and Improvements, free and clear of all liens, encumbrances, leases, easements and encroachments, except as set forth in the Title Commitment. Seller is the sole legal and beneficial owner of the Personal Property, free and clear of all liens, encumbrances, leases and security interests.

3.4 No Violations. The execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the transactions contemplated by this Agreement will not: (i) violate any Legal Requirement or any order of any court or governmental authority that is binding on Seller or the Property; or (ii) result in a breach of or default under any contract or agreement to which Seller is a party or by which the Property is bound or any provision of the organizational documents of Seller.

3.5 Bankruptcy. Seller is not the subject debtor under any federal, state or local bankruptcy or insolvency proceeding.

3.6 Litigation. There are no Actions pending or, to Seller's knowledge, threatened against Seller, or relating to the ownership, operation, development, use or occupancy of the Property, before any court or governmental authority.

3.7 Violations of Law. Seller has received no written notice from any governmental authority alleging a violation of any Legal Requirement affecting the Property.

3.8 Condemnation. There are no pending condemnation actions with respect to the Property, and to Seller's knowledge, there are no threatened or contemplated condemnation actions with respect to the Property.

3.9 Environmental Matters. Except for the Activity and Use Limitation dated June 16, 2017 and recorded with the Hampden County Registry of Deeds in Book 21740, Page 336, Seller has received no written notice from any governmental authority of any actual or potential violation of or failure to comply with any Environmental Laws with respect to the Property, or of any actual or threatened obligation to undertake or bear the cost of any clean-up, removal, containment, or other remediation under any Environmental Law with respect to the Property. Other than Hazardous Substances used in the ordinary course of maintaining and cleaning the Property in commercially reasonable amounts, which are being used and disposed of in compliance with applicable Environmental Laws, no Hazardous Substances are present on, at, under or in the Property. There has been no release of Hazardous Substances at or from the Property by Seller or its agents or employees,

3.10 Contracts. There are no Contracts that will affect the Property following the Closing Date, except as set forth on Schedule 3.10. Seller has provided to Purchaser a correct and complete copy of each Contract. The Contracts are in full force and effect. Seller has received no written notice from any party under any Contract alleging a violation of such Contract by Seller.

3.11 Leases. (i) Schedule 3.11 is a complete, true and correct list of the documents constituting Leases and all amendments, modifications and supplements thereto and Seller has provided Purchaser with complete, true and correct copies thereof; (ii) the Leases are in full force and effect; (iii) Seller has not received written notice of, and Seller has no knowledge of, any existing defaults under the Leases; (iv) Seller has not received written notice of, and Seller has no knowledge of, any claims, offsets or defenses by Tenants under the Leases; (v) there are no unpaid tenant improvement allowances, outstanding landlord construction or tenant improvement work obligations, leasing or brokerage commissions, unapplied free rent or operating expense credits or abatements or security deposits that are currently due to any party upon the occurrence of an event or satisfaction of a condition pursuant to the terms of the Leases; and (vi) no tenant under a Lease has made a payment to Seller more than one month in advance. Except as noted on Schedule 3.11, as of Closing, all Leases shall have been terminated, and there shall be no Leases affecting the Property other than the Seller Lease (defined below).

3.12 Foreign Person. Seller is not a "foreign person" as defined in Section 1445 of the Code.

3.13 No Rights of Occupancy. Other than pursuant to the Leases set forth on Schedule 3.11, there are no parties in possession of, or claiming any possession to, portions of the Land or Improvements as lessees, tenants at sufferance or licensees. At Closing, there shall be no parties in possession of, or claiming any possession to, portions of the Land or Improvements as lessees, tenants at sufferance or licensees other than Seller pursuant to the Seller Lease and those noted on Schedule 3.11 (defined below).

3.14 Due Diligence Deliverables. Seller shall within thirty (30) days of the Contract Date deliver to Purchaser all applicable Due Diligence Deliverables (defined below) relating to the Property in each of the categories specified on Exhibit C that are currently in Seller's possession and available without investigation, and Seller has delivered to Purchaser true, correct and complete copies of all of the Due Diligence Deliverables.

3.15 Terrorist Organizations Lists. Seller is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person designated in Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism. Seller is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

3.16 Restrictive Covenants. Seller has no knowledge of any violations by Seller of any existing covenants or restrictions of record affecting the Property.

ARTICLE 4. PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser hereby represents and warrants to Seller as follows:

4.1 Good Standing. Purchaser is a limited liability company, duly organized, validly existing and in good standing under the laws of the state of its organization and has full power and authority to conduct the business in which it is now engaged.

4.2 Due Authorization; Enforceability. The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated by this Agreement have been duly and validly authorized by all requisite actions of Purchaser. Assuming the due execution and delivery of this Agreement by Seller, this Agreement constitutes the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

4.3 No Violations. The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated by this Agreement will not: (i) violate any Legal Requirement or any order of any court or governmental authority that is binding on Purchaser; or (ii) result in a breach of or default under any contract or agreement to which Purchaser is a party or any provision of the organizational documents of Purchaser.

4.4 Bankruptcy. Purchaser is not the subject debtor under any federal, state or local bankruptcy or insolvency proceeding, or any other proceeding for dissolution, liquidation or winding up of its assets.

4.5 Litigation. There are no Actions pending or, to Purchaser's knowledge, threatened against Purchaser before any court or governmental authority that would have a material adverse effect on Purchaser's ability to consummate the transaction pursuant to this Agreement.

4.6 Terrorist Organizations Lists. Purchaser is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person designated in Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism. Purchaser is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

ARTICLE 5. ACTIONS PENDING CLOSING

5.1 Access to Property.

5.1.1 Purchaser shall have a period from the Contract Date through 5:00 p.m. Massachusetts time on the date that is two hundred seventy (270) days after the Contract Date (subject to extension as set forth herein, the "**Due Diligence Period**") within which to undertake such inspections and investigations of the Property as Purchaser deems desirable to evaluate the financial and physical condition of the Property and such other matters that Purchaser may deem relevant. Notwithstanding the foregoing, Purchaser shall have the sole right and option to extend the Due Diligence Period for an additional two (2) periods of thirty (30) days each (each, a "**Due Diligence Period Extension**"), for an additional sixty (60) days in the aggregate, by delivering written notice to Seller of such election on or before the expiration of the Due Diligence Period or the applicable Due Diligence Period Extension, as applicable, and delivery to the Title Company of an additional deposit in the amount of [redacted] for each Due Diligence Period Extension (each, an "**Diligence Extension Deposit**"). If Purchaser, in its sole discretion, shall determine to proceed with the purchase of the Property, then Purchaser shall affirm this Agreement by written notice ("**Affirmation Notice**") given to Seller prior to the end of the Due Diligence Period or any Due Diligence Period Extension, as applicable. Upon the failure by Purchaser to give an Affirmation Notice, or upon Purchaser's written termination of this Agreement at any time prior to the end of the Due Diligence Period or any Due Diligence Period Extension, as applicable, (i) this Agreement shall automatically terminate, and (ii) the Deposit shall be immediately returned to Purchaser, provided however, that if Purchaser terminates this Agreement after the 45th day of the Due Diligence Period, [redacted] of the Deposit shall be released to Seller, unless such termination is pursuant to Section 5.2.4, 6.1, 8.2, 9.2, or 9.3 below, in which case the entire Deposit shall be returned to Purchaser; and neither party to this Agreement shall thereafter have any further rights or liabilities under this Agreement other than those that expressly survive termination of this Agreement.

5.1.2 Purchaser and Purchaser's agents, employees and contractors shall have the right to enter upon the Land and Improvements at reasonable times and upon 48 hour prior notice to Seller. In the event Purchaser desires to conduct any physically invasive due diligence such as sampling of soils or drilling wells, Purchaser shall provide notice to Seller prior thereto. Purchaser agrees, to the extent possible to conduct Purchaser's inspections before or after Seller's ordinary business hours. Purchaser shall promptly restore any damage or disturbance to the Property to the extent caused by Purchaser's or its agents', employees' or contractors' acts or omissions on or about the Property. Purchaser agrees to and hereby does indemnify, defend and hold the Seller harmless from and against any and all costs, losses, claims, liabilities or damages, including mechanic's and materialmen's liens, caused by the entry by Purchaser and/or any of Purchaser's agents, employees or contractors onto the Property pursuant to this Section 5.1.2, provided that Purchaser shall not be liable to Seller for the mere discovery by Purchaser or its agents or contractors of any existing condition at the Property. Purchaser's indemnification and restoration obligations under this Section 5.1.2 shall survive the termination of this Agreement for any reason, or the Closing of the purchase of the Property by Purchaser.

5.1.3 Seller shall within thirty (30) days of the Contract Date deliver to Purchaser the items relating to the Property listed on Exhibit C ("**Due Diligence Deliverables**") if in Seller's possession and available without investigation. During the term of this Agreement, Seller shall make available to Purchaser and Purchaser's accountants, lenders, attorneys and other representatives for inspection and copying at the Property or at Seller's offices such books, records, documents, materials and information concerning the Property as Seller may have in its possession or under its control. Purchaser shall sign a nondisclosure agreement ("**NDA**") with respect to any Due Diligence Deliverables provided by Seller and Purchaser shall in the event this Agreement is terminated for any reason promptly destroy or return all the original and copied Due Diligence materials to Seller in accordance with the terms of the NDA.

5.2 Title and Survey.

5.2.1 Purchaser shall have the right to order a title commitment for an extended coverage ALTA Owner's Policy of Title Insurance ("**Title Commitment**") for the Property and an ALTA survey of the Property ("**Survey**").

5.2.2 Prior to expiration of the Due Diligence Period or any Due Diligence Period Extension, Purchaser shall notify Seller of any items reflected in the Title Commitment or Survey, which are unsatisfactory to Purchaser ("**Objections**"). Except to the extent that Purchaser so notifies Seller of any Objections, any item reflected in the Title Commitment and Survey shall be deemed to have been approved by Purchaser and shall be Permitted Exceptions for all purposes under this Agreement; provided, however, Purchaser shall have the right to object by delivery of written notice to Seller, on or prior to ten (10) days after receipt of notice of a new exception, encumbrance or survey matter in any update to the Title Commitment, which was not revealed by the initial Title Commitment, and any such objections shall be considered "Objections" hereunder.

5.2.3 If Purchaser notifies Seller of any Objections, Seller may, but except as expressly provided herein shall not be obligated to, cure such Objections to Purchaser's and the Title Company's reasonable satisfaction. Seller shall give notice to Purchaser on or before the date that is fifteen (15) business days following the date on which Purchaser notified Seller of its Objections stating whether Seller agrees to cure each such Objection prior to the Closing. If Seller fails timely to give such notice, then Seller shall be conclusively deemed to have elected not to cure any such Objections other than those described in Section 5.2.5. Seller shall use best efforts to cure at or before the Closing any Objection that it has agreed to cure in accordance with this Section 5.2.3, provided that Seller shall have the right to extend the Closing for a period not to exceed thirty (30) days in the aggregate if necessary to effect such cure, and Seller may use a portion of the Purchase Price to effect such cure at Closing.

5.2.4 If Seller elects (or is deemed to have elected) not to agree to cure any such Objections, then Purchaser may either (i) waive such Objections, without any reduction of the Purchase Price, in which event such waived Objections shall become Permitted Exceptions for all purposes under this Agreement or (ii) terminate this Agreement by written notice to Seller, whereupon the Deposit shall be immediately returned to Purchaser and the parties shall have no further rights or liabilities under this Agreement other than those that expressly survive the termination of this Agreement. Purchaser shall make the election described in the preceding sentence by written notice to Seller on or before the date that is five (5) days following the date on which Seller notified Purchaser of its intention not to cure any such Objection (or is deemed to have notified Purchaser), and in the event Purchaser does not make such election, Purchaser shall be conclusively deemed to have waived all Objections other than those described in Section 5.2.5 and those that Seller has agreed to cure in accordance with Section 5.2.3.

5.2.5 Notwithstanding anything to the contrary herein, Seller shall satisfy and cure at or before the Closing (i) any mortgage lien, security agreements, financing statements and other mortgage type liens, (ii) any mechanics' lien or materialmen's lien, (iii) any easement, right of way or other encumbrance created after the Contract Date, and (iv) any judgment lien, tax lien (other than taxes not yet due and payable) or other lien securing a monetary amount, which may be removed by the payment of a liquidated sum of money.

5.3 Property Covenants. From and after the Contract Date until the Closing Date:

5.3.1 Seller shall continue to maintain the insurance currently carried by it with respect to the Property.

5.3.2 Seller shall maintain all Improvements substantially in their present condition, except for reasonable wear and tear and damage by casualty or condemnation.

5.3.3 Seller shall not (i) market the Property for sale to any other party, (ii) enter into negotiations or discussions regarding the sale of the Property to any other party, or (iii) enter into any agreement, letter of intent, memorandum of understanding or similar document for the sale or transfer of all or any portion of the Property.

5.3.4 Seller shall not voluntarily create any liens, easements, encumbrances or other conditions affecting any portion of the Property without the prior written consent of Purchaser, which may be withheld in Purchaser's sole discretion.

5.3.5 Seller shall at no cost to Seller and to the extent feasible, cooperate with Purchaser prior to Closing in obtaining all necessary permits and licenses develop the Property in the manner desired by Purchaser.

5.3.6 Seller shall operate and manage the Property in a manner consistent with current practice.

5.4 Contracts. Seller shall not (i) enter into any new Contract that would be binding on Purchaser from and after Closing or the date by which the Seller is required under the Seller Lease (defined below) to vacate the Property ("Surrender Date"), (ii) modify any Contract in a manner that would be binding on Purchaser from and after Closing or the Surrender Date, or (iii) terminate any Contract, without the prior approval of Purchaser in each instance, which may be withheld in Purchaser's sole discretion. Prior to expiration of the Due Diligence Period (as extended), Purchaser shall advise Seller in writing of any Contracts that Purchaser requests be terminated at Closing or the Surrender Date, and Seller shall terminate such Contracts at or prior to Closing at no cost to Purchaser.

5.5 Leases. Except as may be provided in Schedule 3.11, prior to Closing, Seller shall (i) not enter into any new Lease, and (ii) terminate all Leases with an effective date of termination no later than five (5) business days prior to the date of Closing, at no cost to Purchaser. Seller shall provide Purchaser with evidence, reasonably satisfactory to Purchaser, of the termination of all Leases no later than five (5) business days prior to the date of Closing

5.6 Seller Lease. Notwithstanding Section 5.5 above, Seller may continue to occupy the Property for a period of two (2) years following the Closing Date pursuant to a lease (the "**Seller Lease**") to be negotiated by the parties prior to the expiration of the Due Diligence Period, as may be extended, and executed at Closing. Seller will not be required to pay rent under the Seller Lease, but shall be required to pay all taxes, insurance, maintenance and utilities for the Property during the term of the Seller Lease, to be further outlined therein.

5.7 Updates to Representations. Prior to Closing, Seller and Purchaser shall each promptly notify the other in writing if it becomes aware of any fact or condition that is inconsistent with any of Seller's representations or warranties under this Agreement.

5.8 Satisfaction of Conditions. Prior to Closing, Seller and Purchaser shall each use good faith, commercially reasonable efforts to satisfy the conditions to Closing set forth in Article 6.

ARTICLE 6. CONDITIONS TO CLOSING

6.1 Purchaser's Conditions to Closing. The obligation of Purchaser to consummate the Closing shall be subject to the satisfaction of each of the following conditions, any or all of which may be waived in whole or in part by Purchaser in writing:

6.1.1 Each of Seller's representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the Closing Date.

6.1.2 Seller shall have performed all of its material obligations under this Agreement required at or prior to Closing.

6.1.3 Title Company is ready, willing and able to issue an extended coverage ALTA Owner's Policy of Title Insurance consistent with the approved Title Commitment subject only to Permitted Exceptions at standard rates in an amount equal to the Purchase Price.

6.1.4 Except as provided herein, the Property shall be free and clear of all tenants, occupants and licensees, and all Leases shall have been terminated.

6.2 Failure of Purchaser's Condition. In the event of the failure of any condition set forth in Section 6.1, Purchaser, at its sole election, may (i) terminate this Agreement and receive the immediate return of the entire Deposit, (ii) waive the condition and proceed to Closing, or (iii) extend the Closing Date for such additional period of time (not to exceed thirty (30) days in the aggregate) as may be reasonably required to allow such condition to be satisfied. Nothing set forth in this Section 6.2 shall affect Purchaser's rights or remedies under Section 8.2 with respect to any breach of this Agreement by Seller.

6.3 Seller's Conditions to Closing. The obligation of Seller to consummate the Closing shall be subject to the satisfaction of each of the following conditions, any or all of which may be waived in whole or in part by Seller in writing:

6.3.1 Each of Purchaser's representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the Closing Date.

6.3.2 Purchaser shall have performed all of its material obligations under this Agreement required at or prior to Closing.

6.3.3 Parties have reached a mutual agreement on the final Lease by and between the Purchaser and the Seller.

6.4 Failure of Seller's Condition. In the event of the failure of any condition precedent set forth in Section 6.3, Seller, at its sole election, may (i) terminate this Agreement, (ii) waive the condition and proceed to Closing, or (iii) extend the Closing Date for such additional period of time (not to exceed thirty (30) days in the aggregate) as may be reasonably required to allow Purchaser to satisfy such condition. Nothing set forth in this Section 6.4 shall affect Seller's rights or remedies under Section 8.1 with respect to any breach of this Agreement by Purchaser.

ARTICLE 7. CLOSING

7.1 Closing.

7.1.1 The closing ("**Closing**") shall be held on the date that is forty-five (45) days after the expiration of the Due Diligence Period or any Due Diligence Period Extension, as applicable. Closing shall be conducted through an escrow with the Title Company, and Seller and Purchaser shall execute (or cause their counsel to execute) such additional instructions to the Title Company as may be required in connection therewith. Immediately upon consummation of Closing, Seller shall deliver possession of the Property to Purchaser.

7.1.2 Pre-closing ("**Pre-Closing**") shall be held on the business day immediately preceding the scheduled date for Closing. At Pre-Closing, Seller and Purchaser shall execute and deliver to the Title Company all documents and deliveries required under Sections 7.2 and 7.3, other than the Settlement Statement and payment of the Purchase Price. Seller and Purchaser shall complete and execute the Settlement Statement, and Purchaser shall pay the portion of the Purchase Price required pursuant to Section 2.2 to the Title Company at Closing by wire transfer of immediately available funds.

7.2 Seller's Closing Deliveries. At or prior to Closing, Seller shall deliver to the Title Company the following:

7.2.1 Deed of equal character held by the Seller, in form and substance reasonably satisfactory to Title Company and Purchaser, conveying the fee estate in the Land and Improvements, duly executed and acknowledged by Seller, and dated as of the Closing Date.

7.2.2 A bill of sale, in a form reasonably satisfactory to Purchaser, conveying its interest in the Personal Property, duly executed and acknowledged by Seller, and dated as of the Closing Date.

7.2.3 An assignment and assumption in the form of Exhibit A, transferring to Purchaser all Contracts that Purchaser has elected to assume (if any) and Intangible Property, duly executed by Seller, and dated as of the Closing Date.

7.2.4 A certificate in the form of Exhibit B, duly executed by Seller, confirming that its representations and warranties set forth in this Agreement are true and correct in all material respects as if made on the Closing Date (or noting any exceptions).

7.2.5 A title affidavit, in customary form reasonably satisfactory to the Title Company and Seller, with respect to mechanics' liens and parties in possession, duly executed by Seller.

7.2.6 An affidavit, in the form required by the Code and the regulations issued pursuant thereto, to the effect that Seller is not a foreign person within the meaning of the Code.

7.2.7 Such evidence of the power and authority of Seller to consummate the transactions described in this Agreement as may be reasonably required by Purchaser or Title Company.

7.2.8 Originals or copies, whichever is available, of the Contracts that Purchaser has elected to assume (if any) and Intangible Property.

7.2.9 A counterpart of the Seller Lease, duly executed by Seller.

7.2.10 A Settlement Statement in accordance with Section 10.1, duly executed by Seller.

7.2.11 Such other documents and instruments as are customary and as may be reasonably requested by Purchaser or the Title Company, to effectuate the transactions contemplated by this Agreement.

7.3 Purchaser's Closing Deliveries. At or prior to Closing, Purchaser shall deliver to the Title Company the following:

7.3.1 An assignment and assumption of the Contracts that Purchaser has elected to assume (if any) and Intangible Property in the form of Exhibit A, duly executed by Purchaser and dated as of the Closing Date.

7.3.2 A certificate in the form of Exhibit B, duly executed by Purchaser, confirming that its representations and warranties set forth in this Agreement are true and correct in all material respects as if made on the Closing Date (or noting any exceptions).

7.3.3 Such evidence of the power and authority of Purchaser to consummate the transactions described in this Agreement as may be reasonably required by Seller or Title Company.

7.3.4 The balance of the Purchase Price, net of the Deposit, as adjusted pursuant to Article 10.

7.3.5 A counterpart of the Seller Lease, duly executed by Purchaser.

7.3.6 A Settlement Statement in accordance with Section 10.1, duly executed by Purchaser.

7.3.7 Such other documents and instruments as are customary and as may be reasonably requested by Seller or the Title Company to effectuate the transactions contemplated by this Agreement.

7.4 Closing Costs. All escrow or settlement fees of the Title Company shall be paid by the Purchaser. Purchaser shall pay all title search fees, recording fees and insurance premiums and costs, and all state, county and local taxes, costs and fees related to the transfer shall be paid by Seller. Purchaser shall pay the cost of recording the deed at Closing. Seller shall pay the cost of releasing all mortgages and other liens required hereunder. Seller and Purchaser shall each bear its own counsel's fees and expenses in connection with the transactions described in this Agreement. Purchaser shall pay all costs of Purchaser's due diligence investigations of the Property and all costs of Purchaser's financing.

7.5 Indemnification.

7.5.1 From and after Closing, Seller hereby agrees to indemnify Purchaser, its members, and their respective directors, officers, employees, partners, members and affiliates (collectively, "**Purchaser Indemnified Parties**"), and to hold Purchaser Indemnified Parties harmless from and against, any and all damages, liabilities, losses, claims, costs and expenses (including reasonable attorneys' fees and expenses) paid or incurred by Purchaser Indemnified Parties due to (i) any breach of any representation or warranty made by Seller in this Agreement, (ii) any breach of any covenant made by Seller in this Agreement, and (iii) liabilities to any third party that are based upon any matter relating to the use, maintenance, operation or construction of the Property occurring prior to the Closing Date.

7.5.2 From and after Closing, Purchaser hereby agrees to indemnify Seller, and to hold Seller harmless from and against, any and all damages, liabilities, losses, claims, costs and expenses (including reasonable attorneys' fees and expenses) paid or incurred by Seller due to (i) any breach of any representation or warranty made by Purchaser in this Agreement, (ii) any breach of any covenant made by Purchaser in this Agreement, and (iii) liabilities to any party that are based upon any matter relating to the use, maintenance, operation or construction of the Property occurring on or after the Closing Date.

7.5.3 Whenever either party shall learn through the filing of a claim or the commencement of a proceeding or otherwise of the existence of any liability for which the other party is or may be responsible under this Section 7.5, the party learning of such liability shall notify the other party promptly and furnish such copies of documents (and make originals thereof available) and such other information as such party may have that may be used or useful in the defense of such claims. The indemnified party shall afford the indemnifying party full opportunity to defend such claims, using counsel reasonably acceptable to the indemnified party, in the name of the indemnified party and generally shall cooperate with the indemnifying party in the defense of such claim, provided that no such matter shall be settled without the prior written consent of the indemnified party.

7.6 Survival. Except where this Agreement expressly provides for a longer period, the representations, warranties, covenants and indemnities of Seller and Purchaser set forth in this Agreement shall survive Closing until the date that is twelve (12) months after the Closing Date, and any action on any such representation, warranty, covenant or indemnity must be instituted within sixty (60) days following expiration of the 12-month survival period.

ARTICLE 8. DEFAULT, REMEDIES

8.1 Purchaser's Default. If Purchaser defaults under this Agreement, including in its obligation to proceed to Closing in accordance with this Agreement, or if any condition set forth in Section 6.3 is not satisfied due to a default by Purchaser and Seller elects not to proceed to Closing, and if such default is not cured and/or such condition is not satisfied within fifteen (15) business days after Seller has given Purchaser written notice of the same, then Seller shall retain the Deposit as full and complete liquidated damages, and as the exclusive and sole right and remedy of Seller, in which event, this Agreement shall terminate and neither party shall have any further obligations or liabilities to the other party, except for obligations that expressly survive termination of this Agreement. Purchaser acknowledges that Seller's actual damages caused by Purchaser's default in its obligation to proceed to Closing would be difficult to determine precisely and that the Deposit, as liquidated damages, constitute a fair and reasonable approximation. Seller hereby waives any right to recover damages (whether actual, consequential, punitive or other) as a result of Purchaser's default in its obligation to proceed to Closing in accordance with this Agreement or as a result of any conditions set forth in Section 6.3 not being satisfied, except for the liquidated damages as described in this Section 8.1. Notwithstanding the foregoing, Seller does not waive it's right to pursue damages which may result pursuant to Section 5.1.2 herein.

8.2 Seller's Default. If Seller defaults under this Agreement, including in its obligation to proceed to Closing in accordance with this Agreement, or if any condition set forth in Section 6.1 is not satisfied due to a default by Seller and Purchaser elects not to proceed to Closing, and if such default is not cured and/or such condition is not satisfied within fifteen (15) business days after Purchaser has given Seller written notice of the same, then Purchaser shall be entitled, as its sole remedies, to either (i) to specific performance of this Agreement, or (ii) to terminate this Agreement and receive the immediate return of the Deposit, plus up to [redacted] of the actual costs and expenses incurred by Purchaser in performing its due diligence investigations of the Property and in negotiating this Agreement (including reasonable in-house and outside attorneys' fees and expenses). Notwithstanding the foregoing, in the event that Purchaser elects to pursue specific performance pursuant to clause (i) above, but same is not a legally available remedy to Purchaser, Purchaser may pursue all remedies available at law or in equity, including without limitation the recovery of compensatory damages.

ARTICLE 9. CASUALTY AND CONDEMNATION

9.1 Notice to Purchaser. Seller shall give Purchaser notice of the following promptly upon becoming aware of the same: (i) any pending or threatened condemnation affecting the Property prior to Closing, and (ii) any fire or other casualty affecting the Property and occurring prior to Closing.

9.2 Condemnation. If prior to Closing, condemnation proceedings are commenced against all or any portion of the Property, then Purchaser shall have the right, upon notice in writing to Seller delivered within ten (10) business days after Seller gives Purchaser notice of such condemnation (including the condemnation award to be paid in connection with such condemnation proceeding), to terminate this Agreement, whereupon this Agreement shall terminate. Upon such termination, the Title Company shall return the Deposit to Purchaser, and neither party shall thereafter have any further rights or liabilities under this Agreement other than those that expressly survive termination of this Agreement. If Purchaser does not timely elect to terminate this Agreement, then this Agreement shall continue in full force and effect and the Purchase Price shall not be reduced, but Purchaser shall be entitled to an assignment of (i) all of the proceeds payable to Seller of all business interruption or rent loss insurance proceeds (if any) payable with respect to the period from and after Closing and (ii) all condemnation awards payable to Seller, as the case may be, and Seller shall have no obligation to repair or restore the Property.

9.3 Casualty. If prior to Closing the Property is damaged by fire or other casualty, then Purchaser shall have the right, upon notice in writing to Seller delivered within ten (10) days after Seller gives Purchaser notice of such casualty, to terminate this Agreement, whereupon this Agreement shall terminate, the Title Company shall return the Deposit to Purchaser, and neither party shall thereafter have any further rights or liabilities under this Agreement other than those that expressly survive termination of this Agreement. If Purchaser does not timely elect to terminate this Agreement, then this Agreement shall continue in full force and effect and the Purchase Price shall not be reduced except as hereinafter set forth, but Purchaser shall be entitled to an assignment of all of the proceeds payable to Seller of fire or other casualty insurance, all business interruption or rent loss insurance proceeds (if any) payable with respect to the period from and after Closing; provided, however, that in the case of any insured casualty, the Purchase Price shall be reduced by the "deductible" applied by the applicable Seller's insurer with respect to such fire or casualty.

ARTICLE 10. PRORATIONS

10.1 Prorations Generally. Seller and Purchaser shall receive debits and credits against the Purchase Price pursuant to this Article 10. In the case of any adjustment to be made at Closing, such adjustment shall be set forth on a settlement statement ("**Settlement Statement**") executed by Seller and Purchaser, and the portion of the Purchase Price payable pursuant to Section 2.2 shall be increased or decreased to reflect such adjustment. In the case of any adjustment to be made after Closing, Purchaser and Seller shall make such adjustment by payment of immediately available funds to the other party within thirty (30) days of the date such adjustment is determined. The Settlement Statement shall be prepared on the basis of a written statement or statements and all reasonable supporting documentation, including invoices delivered to Purchaser and Seller by the Title Company. In the event any prorations, apportionments, adjustments, or computation shall prove to be incorrect for any reason, then either party shall be entitled to an adjustment to correct the same, in accordance with the terms of this Article 10.

10.2 Governmental Charges. Real estate taxes, personal property taxes, and any other governmental assessments for the tax year(s) in which Closing occurs shall be apportioned between Seller and Purchaser as of 12:01 a.m. local time at the Property on the Closing Date.

10.3 Contracts. All amounts payable under any Contracts that are assumed by Purchaser at Closing shall be apportioned between Seller and Purchaser as of 12:01 a.m. local time at the Property on the Closing Date.

10.4 Utilities. Water, sewer, fuel, electricity, gas and other utilities (which may be based on the most recent bills if and to the extent that utility meters are not read within one (1) week prior to the date of Closing) shall be apportioned between Seller and Purchaser as of 12:01 a.m. local time at the Property on the Closing Date.

10.5 Tax Appeals. If any appeal of any taxes or assessments is pending as of the Closing Date with respect to the period in which the Closing Date occurs ("**Current Year Tax Appeal**"), such taxes or assessments shall be re-prorated between Seller and Purchaser as of 12:01 a.m. local time at the Property on the Closing Date in accordance with the results of such Current Year Tax Appeal. Seller and Purchaser shall cooperate in the prosecution of each Current Year Tax Appeal. All third party costs and fees incurred in connection with any Current Year Tax Appeal, including legal fees and expenses, shall be paid by Seller to the extent due and payable prior to the Closing Date, and shall be paid by Purchaser to the extent due and payable on or after the Closing Date, but upon completion of the Current Year Tax Appeal, all such costs and fees shall be prorated between Purchaser and Seller in the same proportion as they bear to the re-prorated taxes and assessments.

10.6 Transaction Taxes. Seller shall be responsible for its federal and state income, franchise and similar taxes applicable to the transactions contemplated by this Agreement.

10.7 Survival. This Article 10 shall survive Closing for a period of twelve (12) months after the Seller vacates the Property, at which time all adjustments and prorations shall become final and no further adjustments or prorations shall be done.

ARTICLE 11. MISCELLANEOUS

11.1 Assignment. Neither Seller nor Purchaser shall assign this Agreement without the prior written consent of the other. Notwithstanding the foregoing, each party hereby consents to the assignment by the other of this Agreement to an affiliate of Seller or Purchaser or to an entity in which the Seller or Purchaser owns an interest. The term "affiliate" means as to any entity, any other entity controlled by, under common control with, or controlling, such entity. For purposes of this definition, "control" means possessing the power to direct or cause the direction of the management and policies of the entity.

11.2 Notices. Notices and other communications required or permitted under this Agreement shall be in writing and delivered by hand against receipt or sent by recognized overnight delivery service, or by certified or registered mail, postage prepaid, with return receipt requested or by electronic mail with evidence of receipt. All notices shall be addressed as follows:

If to Seller:

Baystate Medical Center, Inc.
280 Chestnut Street
Springfield, MA 01199
Attention: Scott Taylor

with a copy to:

Kathleen L. Bernardo, Esq.
Bulkley, Richardson and Gelinas, LLP
Suite 2700, 1500 Main Street
Springfield, MA 01115

If to Purchaser:

c/o FD Stonewater, LLC
1001 19th Street N., Suite 1401
Arlington, Virginia 22209
Attention: Claiborne Williams
Email: cwilliams@fdstonewater.com

with a copy to:

FD Stonewater, LLC
1001 19th Street N., Suite 1401
Arlington, Virginia 22209
Attention: General Counsel
Email: hsimmons@fdstonewater.com

If to the Title Company, as set forth in Section 1.1.17.

Notices shall be deemed to be effective upon receipt (or refusal thereof) if personally delivered or sent by recognized overnight delivery service, or three (3) days after deposit with the United States mail if sent by certified or registered mail, postage prepaid, with return receipt requested, or upon completion of transmission (which is confirmed by telephone or a statement generated by the recipient) if sent by electronic mail except that whenever under this Agreement a notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day. Any party may designate a change of address by written notice to the other in accordance with the provisions set forth above, which notice shall be given at least ten (10) days before such change of address is to become effective. Either party's counsel may give notice to the other on behalf of such party. Failure to provide notices to a party entitled to a copy of notices hereunder shall not be deemed failure to provide notice to the Purchaser or Seller, as applicable.

11.3 Counterparts and Effectiveness. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute a single binding instrument. Execution and delivery of this Agreement by facsimile or as a .pdf file sent by electronic mail shall be sufficient for all purposes and shall be binding on any person who so executes.

11.4 Brokerage. Seller represents to Purchaser that no broker, finder or similar consultant has acted on its behalf in connection with this Agreement or the transaction contemplated by this Agreement, and that it has had no interaction with any broker, finder or similar consultant in connection with this Agreement or the transaction contemplated by this Agreement other than John Reed and Jack Reed of CBRE ("**Purchaser's Broker**"). Seller shall indemnify and hold Purchaser harmless from claims made by any other broker, finder or similar consultant claiming through it for a commission, fee or compensation in connection with this Agreement or the transaction contemplated by this Agreement. The indemnification obligations set forth in this Section 11.4 shall survive Closing or any termination of this Agreement. Purchaser agrees that it shall pay Purchaser's Broker for any commission, fee or compensation in connection with this Agreement or the transaction contemplated by this Agreement pursuant to a separate agreement with Purchaser's Broker.

11.5 Confidentiality. Purchaser and Seller shall each maintain as confidential any and all information and material obtained about the other which is furnished to it by the other in connection with this Agreement, and such obligation shall survive any termination of this Agreement and shall survive Closing. Purchaser and Seller shall each maintain as confidential the terms of this Agreement and such obligation shall survive any termination of this Agreement, but shall terminate at Closing. Confidential information shall not include information and material which (i) becomes generally available to the public other than as a result of a disclosure prohibited by this Section 11.5, (ii) is known to Purchaser or Seller, as the case may be, on a non-confidential basis, prior to its receipt of such information and material from the other party, or (iii) becomes available to Purchaser or Seller, as the case may be, on a non-confidential basis from a source other than the other party which is not prohibited from disclosing the same. Notwithstanding the foregoing, (a) each of Purchaser and Seller may disclose confidential information to its partners, members, employees, agents or advisors, and to potential investors or lenders, in each case on a need-to-know basis after the recipients of the information have been informed of the confidential nature of such information and directed not to disclose such information except in accordance with this Section 11.5, (b) each of Purchaser and Seller may disclose confidential information to the extent required by applicable law or the rules of any applicable securities exchange, and (c) Purchaser and Seller, following prior notice to and consultation with the other, may disclose the transaction contemplated by this Agreement to the extent necessary to obtain consents or approvals contemplated by this Agreement.

11.6 Public Announcements. Neither Seller nor Purchaser shall make any public statement or issue any press release prior to the Closing with respect to this Agreement or the transactions contemplated by this Agreement without the prior written consent of the other party, except as otherwise required by law.

11.7 Recordation. Neither Seller nor Purchaser shall record this Agreement or any notice of this Agreement in the land records of any jurisdiction.

11.8 No Personal Liability. No manager, employee, attorney or other agent of Purchaser shall have any personal liability for any obligation of Purchaser under this Agreement.

11.9 Waiver of Jury Trial; Jurisdiction. **SELLER AND PURCHASER EACH HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN THE EVENT ANY PARTY FILES AN ACTION RELATING TO THIS AGREEMENT OR TO THE TRANSACTIONS OR OBLIGATIONS CONTEMPLATED BY THIS AGREEMENT.** Any action, suit or proceeding arising out of this Agreement or the transactions contemplated by this Agreement shall be brought exclusively in the federal or state court having jurisdiction over the Property, and Seller and Purchaser agree that such courts are the most convenient forum for resolution of any such action and further agree to submit to the jurisdiction of such courts and waive any right to object to venue in such courts.

11.11 Litigation Expense. In the event either party hereto commences litigation against the other to enforce its rights hereunder, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' and experts' fees and expenses incidental to such litigation, including on appeal, from the non-prevailing party.

11.12 Property Exchange. Purchaser and Seller agree that either party may elect to structure the conveyance of all or a portion of the property as a tax-free exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided that such party gives notice of such election to the other party at least ten (10) days prior to the closing date. If such an exchange is elected by such party ("**Electing Party**"), the Electing Party and the other party will enter into an exchange agreement acceptable to both Purchaser and Seller. As an alternative, the Electing Party may elect to enter into an exchange agreement with a third party to effect such exchange in accordance with Section 1031 of the Internal Revenue Code. Neither party makes any representation or guarantee to the other that the transaction contemplated under this provision will result in any particular tax treatment to the other party, or will qualify as an exchange under Section 1031 of the Internal Revenue Code. The Electing Party will assume all costs and expenses including any attorneys' fees in connection with such election to structure the transaction as a 1031 exchange.

[signatures on following page]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the Contract Date:

SELLER:

BAYSTATE MEDICAL CENTER, INC.

By: Peter D. Banko
Name: Peter D. Banko
Its: President of Baystate Health, Inc.

PURCHASER:

FDS MA SPRINGFIELD DWIGHT, LLC

By: ______________________
Name: Claiborne Williams
Its: Authorized Signatory

Schedules

1.1.11	Legal Description of Land
3.10	Contracts
3.11	Leases

Exhibits

A	Form of Assignment
B	Form of Certificate of Representations and Warranties
C	Seller's Deliveries

Docusign Envelope ID: F1B3C0A4-88E6-49ED-8A35-655503CE96CC

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the Contract Date:

SELLER:

BAYSTATE MEDICAL CENTER, INC.

By: ____________________________
Name: Peter D. Banko
Its: President of Baystate Health, Inc.

PURCHASER:

FDS MA SPRINGFIELD DWIGHT, LLC

DocuSigned by:
Claiborne Williams
F11470718663431...

By: ____________________________
Name: Claiborne Williams
Its: Authorized Signatory

Schedules

1.1.11	Legal Description of Land
3.10	Contracts
3.11	Leases

Exhibits

A	Form of Assignment
B	Form of Certificate of Representations and Warranties
C	Seller's Deliveries

Schedule 1.1.11
Legal Description of Land

The land in Springfield, Hampden County, Massachusetts, bounded and described as follows:

NORTHWESTERLY	by Congress Street, four hundred fifty-four and 30/100 (454.30) feet;
WESTERLY	by the curved line forming the intersection of the southeasterly side of Congress Street with the Northeasterly side of Dwight Street, an arc distance of fourteen and 39/100 (14.39) feet;
SOUTHWESTERLY	by Dwight Street, two hundred sixty-four and 52/100 (264.52) feet;
SOUTHERLY	by the curved line forming the intersection of the Northeasterly side of Dwight Street with the Northwesterly side of Liberty Street, an arc distance of sixty-eight and 45/100 (68.45) feet;
SOUTHEASTERLY	by Liberty Street, three hundred eighty-five and 92/100 (385.92) feet;
EASTERLY	by the curved line forming the intersection of the Northwesterly side of Liberty Street with the Southwesterly side of Chestnut Street, an arc distance of fifty-five and 13/100 (55.13) feet;
NORTHEASTERLY	by Chestnut Street, two hundred sixty-seven and 02/100 (267.02) feet; and
NORTHERLY	by the curved line forming the intersection of the Southeasterly side of Congress Street with the Southwesterly side of Chestnut Street, an arc distance of twenty-six and 32/100 (26.32) feet.

Being the same premises conveyed by Monarch Business Center, Inc. to John Hancock Mutual Life Insurance Company by a Deed in Lieu of Foreclosure dated December 30, 1992, recorded in the Hampden County Registry of Deeds, Book 8297, Page 265.

Schedule 3.10
Contracts

None.

Schedule 3.11
Leases

Parking License Agreement with Hampden County Sherrif’s Department to be coterminous with Seller’s Lease.

EXHIBIT A

FORM OF ASSIGNMENT

ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLE PROPERTY

This Assignment and Assumption of Contracts and Intangible Property (“Assignment”) is executed as of the _____ day of ________________, by and between __________________________, a ______ (“**Seller**”), and ____________________, a ____________ (“**Purchaser**”).

Pursuant to an Agreement of Purchase and Sale Purchaser dated as of __________________, 20__ between the Seller and Purchaser (“**Purchase Agreement**”), Purchaser is this day purchasing from Seller and Seller is conveying to Purchaser the real property described on Exhibit A attached hereto and made a part hereof together with all improvements thereon and appurtenances thereto (herein called the “**Property**”). Capitalized terms used in this Assignment and not defined herein shall have the meanings given to such terms in the Purchase Agreement Seller desires to transfer and assign to Purchaser the Contracts and Intangible Property described below.

NOW, THEREFORE in consideration of [redacted] and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby transfers and assigns to Purchaser the Contracts listed on Exhibit B, and the following:

1. All assignable guarantees and warranties (express or implied), if any, that related to the Improvements or Personal Property;

2. All assignable permits, certificates of occupancy and other public approvals, if any, that relate to the Land or Improvements;

3. All plans and specifications for the Improvements;

4. All rights and work product under construction, service, consulting, engineering, architectural and other contracts;

5. All books and records relating solely to ownership or operation of the Property; and

6. All keys and lock safe combinations relating to the Property.

Seller does hereby agree to defend, indemnify and hold harmless Purchaser from any liability, damages (excluding speculative damages, consequential damages and lost profits), causes of action, expenses and reasonable attorneys’ fees incurred by Purchaser by reason of the failure of Seller to have fulfilled, performed and discharged all of the various commitments, obligations and liabilities of the property owner under and by virtue of the Contracts, guarantees, warranties, permits, certificates or approvals subject to this Assignment on or before the date of this Assignment.

Purchaser does hereby agree to defend, indemnify and hold harmless Seller from any liability, damages (excluding speculative damages, consequential damages and lost profits), causes of action, expenses and reasonable attorneys' fees incurred by Seller by reason of the failure of Purchaser to have fulfilled, performed and discharged all of the various commitments, obligations and liabilities of the property owner under and by virtue of the Contracts, guarantees, warranties, permits, certificates or approvals subject to this Assignment on or after the date of this Assignment.

This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all parties hereto have executed at least one counterpart. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto and their respective successors and assigns.

EXECUTED as of the day and year first written above.

SELLER:

____

By:_____________________________
Name:___________________________
Title:__________________________

PURCHASER:

____

By:_____________________________
Name:___________________________
Title:__________________________

[Insert Exhibits A, B to Assignment]

EXHIBIT B

FORM OF CERTIFICATE OF REPRESENTATIONS AND WARRANTIES

[Letterhead of Party Giving Certificate (Seller or Purchaser)]

[Date]

[Name of Party Receiving Certificate (Seller or Purchaser)]
[Address of Party Receiving Certificate]
[City, State]

Ladies and Gentlemen:

The undersigned hereby certifies that all of the representations and warranties made by it in Article [insert 3 in Seller's certificate and 4 in Purchaser's certificate] of the Agreement of Purchase and Sale dated as of __________________, 20__ between the undersigned, as [insert Seller or Purchaser], and you, as [insert Seller or Purchaser], are true and correct as of the date hereof, except as follows: [insert "none" or exceptions], which shall survive the date hereof for twelve (12) months and thereafter shall be null and void unless suit is brought thereon as provided in the aforesaid Agreement. The undersigned further ratifies and confirms the continued applicability of, and the understandings and agreements of the undersigned set forth in, such Article [insert same number].

Very truly yours,

____

EXHIBIT C

SELLER'S DELIVERIES

1. Copies of most current title insurance policy and most current ALTA survey.
2. Copies of any existing environmental audits or reports relating to the Property in the possession of Seller.
3. Copies of engineering reports in Seller's possession related to the Property.
4. Copies of the Leases and Contracts (including without limitation, all leasing, commission and brokerage agreements, all property management agreements and all employment agreements).
5. Copies of all building plans and specifications for the building in Seller's possession, including current as-builts, photographs, CAD drawings, mechanicals and identification of utility meters and submeters.
6. Copies of all guarantees and warranties relating to the construction of the building and its components, including, but not limited to, any personal property, the roof, elevators and the heating and air conditioning system, in Seller's possession that are still in effect.
7. Copies of certificates of insurance evidencing Seller's insurance coverage for the Property.
8. Copies of real estate and personal property tax statements for the current and previous three (3) tax years, and if received by Seller, the valuation notice issued with respect to the Property for the coming tax year.
9. History of Seller's expenditures, if any, relating to the operation of the Property.
10. Schedule of personal property and values thereof.
11. Any other documentation that is reasonably necessary for Purchaser to complete its due diligence and to ensure that all matters relating to the Property are satisfactory to Purchaser.
12. Copy of zoning certification or letter from local zoning authority regarding compliance with zoning regulations.
13. Copies of any reports or studies regarding compliance with ADA.

06

Team Qualifications

We have assembled the strongest possible team for this pursuit, a best-in-class team with deep roots in Hampden County and Massachusetts

Liberty Junction Team

Organizational Chart

DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE

DEVELOPMENT TEAM

COJO PARTNERS
Conan Harris & John Barros
MBE

FD | STONEWATER

PROJECT TEAM

SUFFOLK
Construction
TRADES & SUBCONTRACTORS
M/W/DBE OPPORTUNITY

LEERS WEINZAPFEL ASSOCIATES
Architecture & Design
WBE

Salas O'Brien
MEPFP/T/D/S Engineer

kmdg
Landscape Architecture
WBE

RSE
Structural Engineer
MBE

ADDITIONAL CONSULTANTS

vhb
Civil Engineer

OTO
Environmental Engineer
WBE

LANDLORD TEAM

CUSHMAN & WAKEFIELD
Property Management
VENDORS & SUPPLIERS
M/W/DBE OPPORTUNITY

Liberty Junction

Corporate Overview

FD Stonewater

NATIONAL CAPABILITIES

FD Stonewater is a fully-integrated real estate development, investment, and advisory firm with national capabilities.

Geographic and Product Versatility: We are unconstrained by geography or product type, operating in primary, secondary, and tertiary markets nationwide. Our team has transacted across the United States, including Alaska and Puerto Rico. We provide senior-level, value-add experience and thought leadership to our clients in every state across the county. FD Stonewater's proven track record, coupled with the firm's experience in primary, secondary, and tertiary markets, demonstrates our expansive geographic capabilities, seasoned capital markets experience, and ability to provide solutions tailored to meet both the market and end-user's needs.

Transparency and Collaborative Partnerships: We believe in collaborative partnerships where decision making and problem solving happens alongside our clients and tenants at every stage of a project. This approach is key to building transparency, aligning interests, and minimizing common pitfalls.

GOVERNMENT DEVELOPMENT

FD Stonewater has successfully financed and delivered a diverse set of specialized mission-critical development project across an array of product types for government tenants. Our extensive track record of developing and delivering analogous, complex build-to-suits demonstrates our proven capability to secure cost-efficient financing structures for specialized Federal, State, and Municipal government projects. Each one of these transactions featured a unique financial structure that was tailored to the distinct needs of the government tenant, the existing capital market conditions, and the ownership and operational desires of the project stakeholders.

Financial Expertise and Creative Structuring: We have financed over $850 million in specialized development projects in the last 24 months alone, overcoming significant capital market challenges during that time. For this Springfield Regional Justice Center requirement, we will dovetail our unique and robust financing expertise with the objectives of the Commonwealth of Massachusetts to develop an executable financing structure.

FD | STONEWATER

KEY TEAM MEMBERS

Claiborne Williams
Principal, Development

Richard Mann
Principal, Development

Griffin Hornyak
Senior Development Manager

Daniel Alers
Development Manager

Corporate Overview

FD Stonewater

CORPORATE CAPABILITIES

FD Stonewater is a fully integrated real estate development, investment, and advisory firm with national capabilities delivered through entrepreneurial and thoughtful leadership.

FD Stonewater provides industry-leading development capabilities, robust capital markets experience, proven project management strategies, and exceptional client service to deliver mission-critical projects across the country. With over 35 years of ownership, investment, and asset management experience, and $10 billion in career transaction experience, FD Stonewater's team brings a powerful combination of experience and expertise to deliver optimal real estate solutions, no matter the product type or tenancy.

FD Stonewater's successful track record executing complex projects demands a level of experience and technical skill that goes beyond what most developers can offer, including strategic site selection, creative financing structures, and developing and operating specialized space.

EXPERIENCE BY NUMBERS

$10B
Career transaction experience of the firm's principals

$2B
Active and completed development nationwide

6M SF
Active and completed development nationwide

$850M
Development financed in the last 24 months

55+
Government development projects delivered

35+ YRS
Ownership, investment, and asset management experience

60M SF
Government lease transactions completed

500K SF
Largest government development completed

100%
FD Stonewater is 100% partner owned

Resume

Claiborne Williams
Principal and Founding Partner

FD | STONEWATER

ABOUT

Claiborne Williams is a founding partner and serves as the head of development and construction management for FD Stonewater. Claiborne brings over 25 years of commercial real estate and brings vast experience in financial structuring and capitalization strategies for development projects. He is responsible for establishing the firm's development strategy, managing all principal-owned development projects, and leading all third-party construction management projects. Claiborne has completed numerous specialized, mission-critical projects across the country for national defense contractors, private sector clients, as well as Federal and State government tenants. Claiborne's completed projects for Federal Government agencies include the U.S. Coast Guard, U.S. Department of Homeland Security, the U.S. Department of State, the U.S. Army Corps of Engineers, the U.S. Drug Enforcement Administration, and the Federal Bureau of Investigation. His team has delivered projects for State government tenants in Georgia, Maine, New Jersey, North Carolina, and Pennsylvania.

EXPERIENCE

Previous Employment
Stonebridge Associates
Ackerman & Company

Education
Bachelor of Arts in Industrial Relations,
University of North Carolina at Chapel Hill

Related Project Experience
Government
State of Maine, DHS
State of Georgia, DFCS
Pennsylvania State Police
New Hanover County Government Center
Somerville Emergency Services Complex
U.S. Army Corps of Engineers
U.S. Coast Guard
U.S. Dept. of Veterans Affairs
Federal Bureau of Investigation
U.S. Drug Enforcement Admin.
National Institutes of Health
Federal Emergency Management Agency

Private Sector
National Defense Contractor (Confidential)
Northrop Grumman
Alside Distribution Center
Venture Global

EXPERIENCE HIGHLIGHTS

25
Years of development experience

$2B | 6M SF
Development and construction management projects delivered nationwide

For the Springfield Regional Justice Center, Claiborne will drive financial structuring and provide executive leadership for the life of the project.