

AGREEMENT
DeLuca's Market

This Agreement entered into as of February 11, 2013 between Virgil Aiello, the owner of DeLuca's Market and the 25% owner of the property located at 7-17 Charles Street, Boston, Massachusetts 02108 ("Market Owner"); Robert Aiello, 50% owner of the property at 7-17 Charles Street, Boston, Massachusetts 02108 ("Property Owner"); the Beacon Hill Civic Association, a Massachusetts nonprofit corporation ("BHCA") located at 74 Joy Street, Boston, Massachusetts 02114.

WHEREAS, the Market Owner is in the process of rebuilding the market following a disastrous fire which occurred approximately 2 years ago; and

WHEREAS, the Market Owner has recently created a new basement area to be used for retail store purposes; and

WHEREAS, the Market Owner has applied to the Boston Zoning Board of Appeals for a variance of the maximum floor area ratio requirements and a change in use from residential to business relating to the new basement area; and

WHEREAS, the Market Owner wishes to provide for interior seating on the street level floor of the market, limited to up to 5 tables for up to 20 persons; and

WHEREAS, the addition of such interior seating may require the Market Owner and/or Property Owner to apply for certain permits, licenses and variances; and

WHEREAS, the Market Owner and the Property Owner desire the support of the BHCA for the applications cited above; and

WHEREAS, BHCA normally opposes, in the absence of unusual circumstances, such applications; and

WHEREAS, in order to obtain the support of the BHCA, the Market Owner and the Property Owner are willing to agree to and abide by the Good Neighbor Conditions contained in Exhibit A to this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and

IN FURTHER consideration of the mutual agreements contained herein, the parties hereto covenant and agree as follows:

1. BHCA will not oppose the Market Owner's pending application before the Boston Zoning Board of Appeals for a variance of the maximum floor area

ratio requirements and a change in use from residential to business relating to the new basement area;

2. BHCA will not oppose before any agency or authority of the City of Boston any application required to install interior seating on the first level floor of DeLuca's Market limited to up to 5 tables for up to 20 persons to use for the sole purpose for customers to consume takeout food products and nonalcoholic beverages purchased at the market; and
3. Market Owner and Property Owner each agree to abide by, perform and observe each and every condition in Exhibit A attached hereto and forming a part hereof.

IN WITNESS WHEREOF, the parties hereto acknowledge that this is a binding agreement and have caused this instrument to be executed under seal as of the date first above written.

BEACON HILL CIVIC ASSOCIATION, INC.

By *Steph J. Young, Chair*

DeLUCA's MARKET

By *Virgil A. Aiello*
VIRGIL AIELLO

PROPERTY OWNER

Robert Aiello agrees (50% owner)
ROBERT AIELLO

to these items listed here; but Robert Aiello can not Police Virgil Aiello in his Performance of these items. It is up to Virgil Aiello to enforce these Good Neighbor Agreement items. Robert Aiello

Exhibit A
Good Neighbor Conditions
for DeLuca's Market

1. Trash Pickup. All trash will be stored inside the market and will be picked up inside the market in the morning no earlier than 7:00 a.m.
2. Deliveries. All trucks and other vehicles making deliveries to the market will park on Charles Street only (and not on Branch Street).
3. Branch Street Ell. The Branch Street ell will continue to be used for residential purposes only (including the basement under the ell) and there will be no expansion of the market into the Branch Street ell.
4. Rodent Control. An effective rodent control program will exist at all times and will be improved from time to time to any reasonable extent requested by the Beacon Hill Civic Association ("BHCA").
5. Building Envelope. No application will be made at this time to increase the height of the Branch Street ell. Any future effort to change the height of the Branch Street ell will first be presented to the BHCA for review.
6. New Cellar Space. The recently excavated basement area located under the existing market at 7-17 Charles Street will be used for the display and sale of market products other than alcoholic beverages. No alcoholic beverages may be located or sold in this area.
7. Interior Seating. Interior seating in the market will be limited to up to 5 tables for up to 20 persons. The purpose of this seating is solely to allow customers to consume takeout food products and nonalcoholic beverages purchased at the market.
8. Ventilation. Ventilation for food preparation will be designed and maintained to minimize odor and sound to the maximum extent possible.
9. Required Permits, Licenses and Variances. All market operations, including without limitation interior seating and exterior displays, will conform with all applicable legal requirements and the Market Owner will obtain all required permits, licenses and variances needed for such operations.
10. Licensed Contractors. All contractors working on the property (7-17 Charles Street) will at all times be properly licensed and permitted.
11. Approval of Beacon Hill Architectural Commission ("BHAC"). All signage and exterior renovations to the property will conform to good historical preservation practice and will be approved by the BHAC.

12. Market Hours. Market hours will remain the same as they have been in the immediate past (7:00 a.m. to 10:00 p.m.).
13. Liaison Committee. A three-person Liaison Committee will be formed consisting of the Market Owner, a representative from the BHCA and a representative from the immediate neighbors. The Liaison Committee will meet periodically to review compliance with this Good Neighbor Agreement. The Liaison Committee will provide periodic written reports to the BHCA.
14. The Passageway Located Behind 7-17 Charles Street. The Market Owner and the Property Owner will comply with all legally binding requirements of the recorded agreement (Suffolk Registry Book 6366, page 534) among the passageway owners governing the use of the passageway.