

- D. WHEREAS, on August 23, 2012, Judge Richard G. Stearns entered an Order staying the case pending the resolution of appeals in Hermida vs Archstone, Case No. 1-10-cv-12083-WGY;
- E. WHEREAS, Hermida vs. Archstone is being settled and compromised simultaneous with this Action;
- F. WHEREAS, by virtue of the settlement in Hermida there will be no appeals and therefore there is no longer a reason to stay the Action;
- G. WHEREAS, the Parties have engaged in extensive settlement negotiations and information exchange;
- H. WHEREAS, based upon extensive analysis of the facts and law applicable to Plaintiffs' claims in the Action and taking into account the burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and time-saving method of resolving claims of the class as set forth herein, the Plaintiffs have concluded that this Agreement provides substantial benefits and is fair, reasonable, adequate, and in the best interests of the Plaintiffs and all those similarly situated;
- I. WHEREAS, Archstone has similarly concluded that this Agreement is desirable in order to avoid the time, risk, and expense of protracted litigation and appeals, and to resolve completely the claims of Plaintiffs and those similarly situated;
- J. WHEREAS, Archstone has denied and continues to deny all of Plaintiffs' claims in the Action and those of the Class and further denies any wrongdoing or liability to Plaintiffs and the Class;
- K. WHEREAS, the Parties agree that all members of the Settlement Class shall have an individual right to be excluded ("opt out") from the Class (as provided herein) and that participation in the settlement benefits shall be entirely voluntary;
- L. NOW THEREFORE, the Parties agree that any and all claims against the Released Parties (as defined herein) regarding the charging, payment, or collection of a pre-occupancy amenity fee or other fee set forth in the Action shall be finally settled and resolved on the following terms and conditions, subject to Court approval of this Agreement:

TERMS AND CONDITIONS

- 1. **Definitions:** The following terms used in this Agreement, including any exhibits hereto, shall have the meaning and definition set forth below:
 - a. **"Claims Period":** Shall mean a period of time commencing upon preliminary approval of this Agreement by the Court and ending on the date which is five business days prior to final approval of this Agreement by the Court.

- b. “Class Notice”: Shall mean the Court-approved notice form for this Agreement that is directed to Settlement Class members and substantially the same as Exhibit 1 hereto.
 - c. “Class Settlement Fund”: Shall mean an amount of money that will be paid by Archstone to the Settlement Administrator to use for the payment of Individual Claims and attorney’s fees and expenses which will: (i) not exceed a total amount of \$1,300,000.00 which includes an amount sufficient to pay interest on approved Individual Claims at the rate of 2.5% per annum since the date of payment by the Class Member of his/her Amenity Fee; and (ii) be administered by the Settlement Administrator.
 - d. “Class Member”: Shall mean a person who individually or jointly paid money to Archstone for an Amenity Fee and who is a member of the Settlement Class and who (i) has not previously received a refund of his/her Amenity Fee, and (ii) who has not opted out of this settlement.
 - e. “Individual Claim”: Shall mean a claim submitted by a Class Member on a Proof Of Claim form which has been verified and determined by the Settlement Administrator to be eligible for payment to the Class Member(s) and which shall not be less than the sum of: (i) 66% of the Amenity Fee amount paid by the Class Member; plus (ii) simple interest at the rate of 2.5% per annum since the date of payment on the amount of the refunded Amenity Fee. In cases where the Class Member was a joint payee of the Amenity Fee, the Individual Claim shall be equally divided by the number of joint payees.
 - f. “Proof of Claim”: Shall mean a form as illustrated by Exhibit 2 hereto which has been completed by a Class Member and returned to the Settlement Administrator.
 - g. “Settlement Administrator”: Shall mean an independent and recognized entity providing class action settlement services selected by Archstone and approved by Plaintiffs’ counsel who shall administer the Class Notice, the Proof of Claims, and payments from the Class Settlement Fund.
 - h. “Settlement Class” or “Class”: Shall mean individuals as defined in par. 3.b. hereof and who paid an Amenity Fee between May 17, 2008 and the present (“Class Period”).
2. For Settlement Purposes Only -- No Admission: This Agreement, whether or not consummated, and any actions taken pursuant to this Agreement are for settlement purposes only, and the existence of this Agreement or any provision contained herein shall not be construed as, or be admissible in evidence in any case or proceeding as, an admission of the validity of any claim or fact alleged by Plaintiffs or as an acquiescence in any order or ruling in the Action. Archstone denies any wrongdoing, fault or violation of law of any kind whether or not specifically alleged by Plaintiffs. Plaintiffs likewise deny for themselves and all Class Members the validity of any claim or fact alleged by Archstone in the Action or any acquiescence in any order or ruling in the Action.

This Agreement is without prejudice to Archstone's rights to oppose class certification or to otherwise fully defend itself in the Action should this Agreement not be approved or implemented for any reason.

3. Required Events:

- a. Preliminary Approval: Promptly after execution of this Agreement, counsel for Plaintiffs shall submit this Agreement to the Court for its preliminary approval and shall move the Court for one or more orders which shall do the following:
- (i) Appoint the Plaintiffs as representatives for the Class Members;
 - (ii) Appoint Class Counsel as representative of the Class Members;
 - (iii) Preliminarily and conditionally certify the Settlement Class for settlement purposes only and preliminarily approve this Agreement for purposes of issuing Class Notice;
 - (iv) Approve the form and contents of the Class Notice;
 - (v) Schedule a Final Approval hearing date to review comments and/or objections, to consider the fairness, reasonableness and adequacy of the settlement made under this Agreement, to consider the application for an award of attorney's fees and expenses, and to decide whether to issue a final judgment approving the settlement, awarding fees and expenses, and dismissing the Action with prejudice.
 - (vi) Appoint a Settlement Administrator.
- b. Certification Of Settlement Class: For settlement purposes only, Archstone and Plaintiffs stipulate to the certification of the following Settlement Class:

"All current and former tenants of any of the following properties:

- Archstone, Quincy, MA
- Archstone Boston Common, Boston, MA
- Archstone Kendall Square, Cambridge, MA
- Archstone Quarry Hills, Quincy, MA
- Archstone Avenir, Boston, MA
- Archstone Watertown, Watertown, MA
- Archstone Bear Hill, Waltham, MA
- Archstone Cronin's Landing, Waltham, MA
- Archstone North Point, Cambridge, MA

which were formerly or are currently owned by Archstone and who paid, at any time between May 17, 2008 and the present, a fee or charge

known as an Amenity Fee prior to or at the time of moving into their apartment.”

- c. Limitation On Opt-Outs: In the event that more than 100 Class Members submit an election to opt-out of this settlement, Archstone may, at its option, elect to rescind this Agreement.
 - d. Final Approval: This Agreement is contingent upon the Court giving Final Approval to the settlement described herein in substantially the same form as is proposed under this Agreement. In the event that such Final Approval is withheld or any material term hereof is substantially altered or rejected, or in the event that an appeal is taken from any final judgment order dismissing the Action based upon Final Approval of this settlement, then either of the Parties shall have the right to rescind this Agreement by notice to the opposite party given in writing and supplied within five (5) business days of the event giving rise to the right to rescind.
4. Consideration For Agreement: As consideration for this Agreement, Archstone agrees to do the following:
- a. Fund the Class Settlement Fund;
 - b. Retain and guarantee payment for the services of the Settlement Administrator;
 - c. Cease the practice of collecting the Amenity Fees in Massachusetts that are the subject of the Action until such time as there is a court ruling, statute, or other judicial, legislative or regulatory development that Archstone believes in good faith to permit such practice;
 - d. To not object to the payment of attorney's fees and expenses from the Class Settlement Fund in an amount up to 15% of the total Fund amount (\$1,300,000.00). The specific amount is to be determined at the final approval hearing and paid on the thirty-fifth (35th) day after Final Approval but only in the event that no appeal is filed in connection with the Court's final judgment;
 - e. Upon Final Approval of this Agreement, to stipulate to a final order of dismissal with prejudice and without costs in the Action.
- Plaintiffs and the Class Members agree to do the following:
- aa. Release all claims against Archstone as more specifically provided herein;
 - bb. Upon Final Approval of this Agreement, to stipulate to a final order of dismissal with prejudice and without costs in the Action.
5. Application For Attorney's Fees And Expenses: Plaintiffs' counsel will apply to the Court for an award of reasonable attorney's fees and expenses in a maximum amount of 33% of the Class Settlement Fund. Archstone will not oppose an application for an

award that does not exceed 15% of the Settlement Fund's value, but reserves the right to object to a request for a greater amount. Any final award of fees and expenses shall be paid from the Class Settlement Fund, and the percentage amount of refund available for payment of each Individual Claim shall be adjusted so that each Individual Claim amount is reduced pro rata by the percentage of the Fund represented by the final award of fees and expenses.

6. Release: Upon entry of a final order of dismissal in the Action, each Class Member who has not validly opted out of the Settlement shall be deemed to and does hereby agree to the release and discharge of Archstone as provided below.

Plaintiffs, individually and in their capacity as representatives for the Class Members, shall fully, finally and forever release, waive, and relinquish to the fullest extent permitted by law any claim, cross-claim, liability, right, demand, suit, cause of action of every kind and description that Plaintiffs and Class Members had or have, including assigned claims, whether known or unknown, asserted or unasserted, suspected or unsuspected which is, has been, or could be asserted by Plaintiffs and Class Members in the Action or in any suit or proceeding, regardless of the type or amount of injury or damages claimed, against Archstone, its communities, its affiliates, its parents, its members, its managers, its officers, its agents, its subsidiaries, its insurers, its successors, its predecessors, its attorneys, its agents, and its property managers ("Released Parties") which in any way relates to Amenity Fees or any fee similar in character to an Amenity Fee, including but not limited to all claims that were brought or could have been brought in the Action.

7. Representatives Payment: Plaintiffs shall each be entitled to receive a total payment of \$1,000.00 for services as class representatives and in exchange for a release of all claims against Archstone as set forth herein. However, individual Plaintiffs who were also co-tenants for an Archstone unit shall receive only a single \$1,000.00 payment to be shared by them. Plaintiffs agree to make no claim against the Class Settlement Fund. Payment of said amount shall take place at the same time that payment is made to Class Counsel for attorney's fees and expenses.

CLASS PROCESS

8. Settlement Administrator: The Settlement Administrator shall administer the relief set forth herein under the supervision of the Court by paying and resolving legitimate claims in a rational, responsive, cost effective and timely manner. Reasonably detailed records of Class Notices, Individual Claims, Proof of Claims, and payments from the Class Settlement Fund shall be maintained and made available upon request to Plaintiffs' counsel and Archstone's counsel. The Settlement Administrator shall also provide reports and information to the Court as it may require.

9. Notice To The Settlement Class

- a. Upon preliminary approval of this Agreement, the Parties shall cause the Class Notice to be placed in final form and supplied to the Settlement Administrator for service upon Class Members.
- b. Archstone shall supply the Settlement Administrator with a complete list of names and last known addresses for all Class Members ("Mailing List"). The Settlement Administrator will mail a copy of the Class Notice and Proof Of Claim form to everyone on the Mailing List by first class mail, postage paid. Included with each mailing. Archstone will supply an approximate dollar amount (without interest) of the original Amenity Fee payment made for the unit.
- c. For any mailed Class Notices that are returned to the Settlement Administrator as undeliverable by the Postal Service, the Settlement Administrator will use a skip-tracing service to identify a current mail delivery address for the Class Member. If a new mailing address is found for a Class Member, a second Class Notice and Proof of Claim form shall be sent to the new address. However, there is no obligation to do more than two mailings to any Class Member.

10. Opt-Out And Objections: A person may opt out of the Settlement Class at any time during the Opt-Out Period described in the Class Notice. In order to exercise the right to opt-out, the person must complete and return the Request For Exclusion portion of the Proof of Claim Form post-marked by the last day of the Opt-Out Period. Each Class Member must complete his/her own individual Request For Exclusion and sign same.

A Class Member who intends to object to the Agreement must do so in writing and must provide his/her name, address, Archstone unit number, lease period, and all arguments in support of the objection. The objection must also state whether the Objector intends to appear at the Final Approval hearing in person and with or without counsel. All objections must be post-marked by a date set forth in the Class Notice in order to be considered valid.

11. Processing Of Proof Of Claims: At or about the time Archstone supplies Settlement Administrator with the Mailing List, Archstone will also supply Settlement Administrator with Archstone's best evidence of the full amount of Amenity Fee paid for each unit. Settlement Administrator will use such evidence in evaluating completed Proof of Claims for authenticity and accuracy. Only claims for paid Amenity Fees by Class Members are to be considered and only if such claims are made in Proof of Claims that are complete and executed. The Settlement Administrator may make reasonable, cost-effective efforts to contact Class Members who return incomplete, inaccurate, or unexecuted Proof of Claim forms and assist such Class Member in submitting a valid Proof of Claim. However, Settlement Administrator may also reject invalid Proof of Claim forms if it determines that there is reason to doubt its authenticity or it is not deemed cost-effective to verify or complete the form as submitted.

The Settlement Administrator shall maintain a list of all valid and executed Proof of Claims submitted by Class Members and shall calculate the amount due on each authenticated Individual Claim as of the Final Approval date. In the event of Final Approval and the entry of a final dismissal order for the action, the Settlement Administrator shall consult with Plaintiff's counsel and Archstone's counsel to determine a date on which payments to Class Members should be mailed in light of any objections, possible appeals, or termination of this Agreement. In the absence of agreement between counsel on a date for sending out payments, Settlement Administrator shall do nothing except upon order of the Court. Settlement Administrator shall be discharged from its obligations upon: (a) entry of a final order of dismissal of the Action; (b) the mailing of payments on valid Proof of Claims to Class Members; and (c) the processing of payments from the unclaimed amounts in the Class Settlement Fund.

12. Handling Of Unclaimed Amounts: After payment of attorney's fees and expenses in the amount fixed by the Court, and after payment of all claim amounts pursuant to eligible Proofs of Claim, if the sum of said payouts shall be less than \$1,300,000.00, then the Settlement Administrator is authorized to make the following payments in the following priority from any balance remaining:
 - a. Reimbursement of the fees and expenses of the Settlement Administrator to the entity who paid same;
 - b. From any remaining balance, payment of up to \$12,500.00 to the Citizens' Housing and Planning Association, 18 Tremont Street, Suite 401, Boston, MA 02108 and of up to \$12,500.00 to the Housing Unit of Greater Boston Legal Services;
 - c. From any remaining balance, payment to Archstone or its designee.

The Settlement Administrator shall request funds from Archstone in amounts, from time to time, sufficient to timely pay approved attorney's fees and expenses, approved Proofs of Claim, and administration expenses. Payment of claims shall be by check sent by first class mail to the eligible Class Member.

13. Exclusive Remedy: This Agreement and the consideration set forth herein shall be the sole and exclusive remedy for any and all Amenity Fee claims for all Class Members against Archstone and the persons and entities described in paragraph 6. No person or entity released hereby shall be subject to any liability or expense of any kind to any Class Member with respect to the claims released hereunder. Upon final approval and the entry of a final judgment order, each and every Class Member is permanently barred and enjoined from initiating, asserting and/or prosecuting any claim released hereunder in any court or forum.

The Court shall retain exclusive and continuing jurisdiction of the Action, the Parties, the Class Members, and the Settlement Administrator to interpret and enforce the terms, conditions, and obligations of this Agreement.


In the event that the Court or any appellate court enters an order altering the terms of this Agreement in a way that materially affects the parties, either Party may terminate this Agreement by giving the other Party five (5) business days written notice of termination delivered to the opposite Party's counsel.

14. Miscellaneous:

- A. This Agreement, including all exhibits hereto, is the entire agreement among the Parties with regard to the subject matter of the Agreement and supersedes any prior agreement, representation, communication, or understanding among the Parties. This Agreement cannot be changed, modified, or amended except in writing signed by all Parties and approved by the Court. However, modifications to the exhibits directed by the Court may be made so long as the Parties agree to same.
- B. This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts. For all purposes, this Agreement shall be considered to have been jointly drafted by the Parties.
- C. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same document. Signatures sent by email shall be treated as original signatures and shall be binding.
- D. This Agreement shall bind and inure to the benefit of heirs, successors, assigns, executors, and legal representatives of the Parties. Each Party executing below represents and warrants that the individual signatory has full power and authority to execute for and bind the Party.

IN WITNESS WHEREOF, each Party has executed below as of the date indicated below:

PLAINTIFFS:



Christopher Heien

Date: 01/20/2014

Anna Nguyen

Date: _____

In the event that the Court or any appellate court enters an order altering the terms of this Agreement in a way that materially affects the parties, either Party may terminate this Agreement by giving the other Party five (5) business days written notice of termination delivered to the opposite Party's counsel.

14. Miscellaneous:

- A. This Agreement, including all exhibits hereto, is the entire agreement among the Parties with regard to the subject matter of the Agreement and supersedes any prior agreement, representation, communication, or understanding among the Parties. This Agreement cannot be changed, modified, or amended except in writing signed by all Parties and approved by the Court. However, modifications to the exhibits directed by the Court may be made so long as the Parties agree to same.
- B. This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts. For all purposes, this Agreement shall be considered to have been jointly drafted by the Parties.
- C. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same document. Signatures sent by email shall be treated as original signatures and shall be binding.
- D. This Agreement shall bind and inure to the benefit of heirs, successors, assigns, executors, and legal representatives of the Parties. Each Party executing below represents and warrants that the individual signatory has full power and authority to execute for and bind the Party.

IN WITNESS WHEREOF, each Party has executed below as of the date indicated below:

PLAINTIFFS:


Christopher Heien



Anna Nguyen

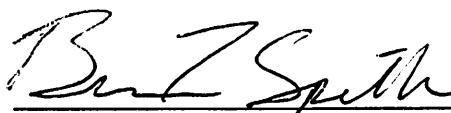
Date: _____

Date: 17 Jan 2014



Anna Miniutti

Date: 1/17/2014



Benjamin Spiller

Date: 1/17/2014

Antonia Peabody

Date: _____

Endicott Peabody

Date: _____

Humoud Al Sabah

Date: _____

Brian Epstein

Date: _____

Laura Nesci

Date: _____

Ron Levy

Date: _____

Andrea Mangone

Date: _____

Anna Miniutti

Date: _____

Benjamin Spiller

Date: _____



Antonia Peabody

Date: 1/14/2014



Endicott Peabody

Date: 1/16/2014

Humoud Al Sabah

Date: _____

Brian Epstein

Date: _____

Laura Nesci

Date: _____

Ron Levy

Date: _____

Andrea Mangone

Date: _____

Anna Miniutti

Date: _____

Benjamin Spiller

Date: _____

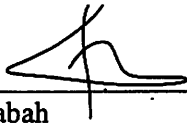
Antonia Peabody

Date: _____

Endicott Peabody

Date: _____

Humoud Al Sabah



Date: 02/04/14

Brian Epstein

Date: _____

Laura Nesci

Date: _____

Ron Levy

Date: _____

Andrea Mangone

Date: _____

Anna Miniutti

Date: _____

Benjamin Spiller

Date: _____

Antonia Peabody

Date: _____

Endicott Peabody

Date: _____


Humoud Al Sabah

Date: _____



Brian Epstein

Date: 1/30/14



Laura Nesci

Date: 1-30-14

Ron Levy

Date: _____

Andrea Mangone

Date: _____

Anna Miniutti

Date: _____

Benjamin Spiller

Date: _____

Antonia Peabody

Date: _____

Endicott Peabody

Date: _____

Humoud Al Sabah

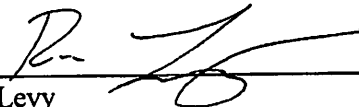
Date: _____

Brian Epstein

Date: _____

Laura Nesci

Date: _____



Ron Levy

Date: 2/3/17

Andrea Mangone

Date: _____

Anna Miniutti

Date: _____

Benjamin Spiller

Date: _____

Antonia Peabody

Date: _____

Endicott Peabody

Date: _____

Humoud Al Sabah

Date: _____

Brian Epstein

Date: _____

Laura Nesci

Date: _____

Ron Levy

Date: _____

Andrea Mangone
Andrea Mangone

Date: 1/17/14

Nicolai Jakobsen
Nicolai Jakobsen

Date: Feb 3, 2014

PLAINTIFFS' COUNSEL:

Kevin T. Peters
Arrowood Peters, LLP
10 Post Office Square, #1180-N
Boston, MA 02109
(617/ 849-6200)
kpeters@arrowoodpeters.com

Date: _____

Matthew J. Fogelman
Fogelman & Fogelman
100 Wells Avenue
Newton, MA 02459
(617/ 559-1530)
mjf@fogelmanlawfirm.com

Date: _____


Joshua N. Garick
Law Offices of Joshua N. Garick P.C.
100 Trade Center, Suite G-700
Woburn, MA 01801
(617/ 600-7520)
joshua@garicklaw.com

Date: _____

Nicolai Jakobsen

Date: _____

PLAINTIFFS' COUNSEL:



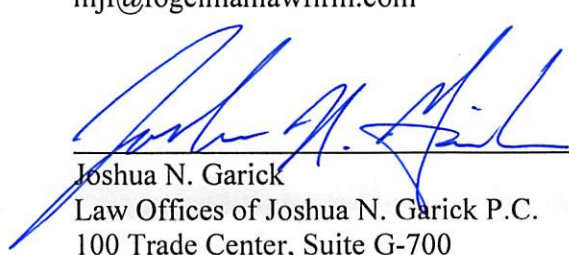
Kevin T. Peters
Arrowood Peters, LLP
10 Post Office Square, #1180-N
Boston, MA 02109
(617/ 849-6200)
kpeters@arrowoodpeters.com

Date: 2-10-14



Matthew J. Fogelman
Fogelman & Fogelman
100 Wells Avenue
Newton, MA 02459
(617/ 559-1530)
mjf@fogelmanlawfirm.com

Date: 2-10-14



Joshua N. Garick
Law Offices of Joshua N. Garick P.C.
100 Trade Center, Suite G-700
Woburn, MA 01801
(617/ 600-7520)
joshua@garicklaw.com

Date: 1/16/14

ARCHSTONE:

ASN Quincy LLC,
a Delaware Limited liability company
By: AvalonBay Communities, Inc.,
a Maryland corporation, as sole member

By: _____
An Individual


Date: _____

ASN Bear Hill LLC,
a Delaware limited liability company
By: AVB Legacy DownREIT, LLC,
a Delaware limited liability company, its sole member
By: AvalonBay Communities, Inc.,
a Maryland corporation, its Manager

By: _____
An Individual

Date: _____

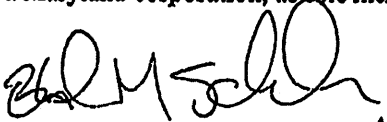
Archstone North Point, LLC &
Archstone North Point I, LLC,
Delaware limited liability companies
By: Archstone,
a Maryland real estate investment trust,
By: Archstone Multifamily Series I Trust,
A trustee,

By:  _____
An Individual

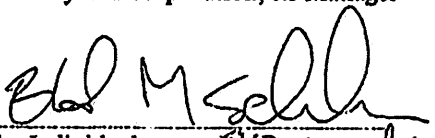
Date: _____

ARCHSTONE:

ASN Quincy LLC,
a Delaware Limited liability company
By: AvalonBay Communities, Inc.,
a Maryland corporation, as sole member

By:  Date: January 27, 2014
An Individual as EVP - General Counsel

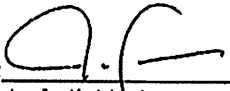
ASN Bear Hill LLC,
a Delaware limited liability company
By: AVB Legacy DownREIT, LLC,
a Delaware limited liability company, its sole member
By: AvalonBay Communities, Inc.,
a Maryland corporation, its Manager

By:  Date: January 27, 2014
An Individual as EVP - General Counsel

Archstone North Point, LLC &
Archstone North Point I, LLC,
Delaware limited liability companies
By: Archstone,
a Maryland real estate investment trust,
By: Archstone Multifamily Series I Trust,
A trustee,

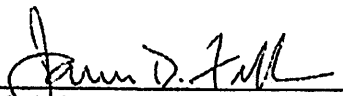
By: _____ Date: _____
An Individual

Archstone,
a Maryland real estate investment trust
By: Archstone Multifamily Series I Trust,
a Maryland real estate investment trust, its trustee

By: 
An Individual

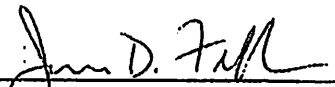
Date: 1/21/14

Archstone Communities, LLC,
a Delaware limited liability company
By: Archstone Parallel Residual JV 2 LLC,
a Delaware limited liability company, its member
By: EQR-Parallel Residual JV 2 Member, LLC,
a Delaware limited liability company, its Designated Manager
By: ERP Operating Limited Partnership,
an Illinois limited partnership, its member
By: Equity Residential,
a Maryland real estate investment trust, its general partner

By: 
An Individual

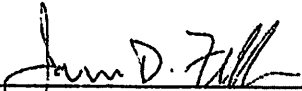
Date: 1/21/14

Archstone Avenir LLP,
a Delaware limited partnership
By: Archstone Avenir GP LLC,
a Delaware limited liability company, its general partner
By: ERP Operating Limited Partnership,
an Illinois limited partnership, its member
By: Equity Residential,
a Maryland real estate investment trust, its general partner

By: 
An Individual

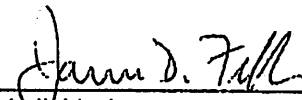
Date: 1/21/14

ASN Park Essex LLC,
a Delaware limited liability company
By: ERP Operating limited partnership,
an Illinois limited partnership, its member
By: Equity Residential,
a Maryland real estate investment trust, its general partner

By: 
An Individual

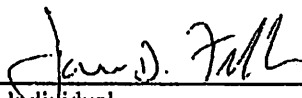
Date: 1/21/14

ASN Quarry Hills LLC,
a Delaware limited liability company
By: ERP Operating Limited Partnership,
an Illinois limited partnership, its member
By: Equity Residential,
a Maryland real estate investment trust, its general partner

By: 
An Individual

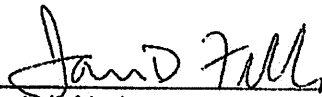
Date: 1/21/14

Archstone Cronin's Landing LLC,
a Delaware limited liability company
By: ERP Operating Limited Partnership,
an Illinois limited partnership, its member
By: Equity Residential,
a Maryland real estate investment trust, its general partner

By: 
An Individual

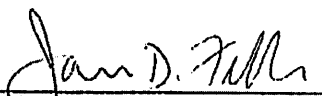
Date: 1/21/14

ASN Watertown LLC,
a Delaware limited liability company
By: ERP Operating Limited Partnership,
an Illinois limited partnership, its member
By: Equity Residential,
a Maryland real estate investment trust, its general partner

By: 
An Individual


Date: 1/21/14

ASN Kendall Square LLC,
a Delaware limited liability company
By: ERP Operating Limited Partnership,
an Illinois limited partnership, its member
By: Equity Residential,
a Maryland real estate investment trust, its general partner

By: 
An Individual

Date: 1/21/14

ARCHSTONE'S COUNSEL:


Thomas H. Wintner
Edwards Wildman Palmer LLP
111 Huntington Ave.
Boston, MA 02199
(617) 239-0100
twintner@edwardswildman.com

Date: 1/31/2014