

## **GENERAL RELEASE AND INDEMNIFICATION AGREEMENT**

In consideration of One Dollar (\$1.00) and other good and valuable consideration including, without limitation, the discontinuance of a portion of the Norfolk County Layout of Page Street dated October 22, 1872, a public way in the Town of Stoughton, the area to be discontinued being shown as “Area of Discontinuance” containing 33,642 square feet as shown on a plans entitled “Plan showing the discontinuance of a portion of the October 22, 1872 Norfolk County Layout of PAGE STREET in Stoughton, MA, between the Old Page Street and the Page Street (1956 Relocation)”, and on a plan entitled “Plan showing the reservation of access/egress and utility easements and apportionment of a discontinued portion of the October 22, 1872 Norfolk County Layout of PAGE STREET in Stoughton, MA between the Old Page Street and the Page Street (1956 Relocation)”, both plans scale 1 inch = 60 feet, and on a plan entitled “Plan showing the layout of a subdivision road in Stoughton, MA across land now or formerly of T.L. Edwards, Inc.”, plan scale 1 inch = 50 feet, all plans dated September 13, 2023, prepared by Langan Engineering & Environmental Services, Inc and sealed by Ian C. Wisuri, PLS, all in said Stoughton, receipt of which is hereby acknowledged, Gautam Huded, Senior Vice President, General Counsel, (Brookfield Properties (USA) LLC), of IV3 Stoughton Logistics Park, LLC, a Massachusetts Foreign Limited Liability Company duly organized in Delaware, having a principal place of business at 250 Vesey Street, 15<sup>th</sup> Floor, c/o Brookfield Properties, New York, New York 10281, as Senior Vice President and not individually, and on behalf of the company’s officers, agents, employees, predecessors, successors-in-interest, subsidiaries and assigns (hereinafter collectively referred to as “RELEASORS”) hereby COMPLETELY, IRREVOCABLY, AND UNCONDITIONALLY RELEASE AND FOREVER DISCHARGE the COUNTY OF NORFOLK, its BOARD OF COMMISSIONERS, and its agents, employees, representatives, affiliates, subsidiaries, insurers and

attorneys, (hereinafter collectively referred to as "RELEASEE") from any and all debts, demands, claims, actions, causes of action, suits, damages, costs, loss of services, expenses, including, without limitation, attorneys' fees, and any other compensation of any kind whatsoever, both in law or in equity, which the RELEASORS now have, may have, or ever had from the beginning of the world to the date of this GENERAL RELEASE AND INDEMNIFICATION AGREEMENT (hereinafter referred to as "RELEASE") or may have in the future resulting in any injury or damage, whether known or unknown, anticipated or unanticipated, on account of, or directly or indirectly as a result of the discontinuance described above and as more particularly described in the Order of Discontinuance to which this RELEASE is attached to and expressly incorporated within.

RELEASORS acknowledge that this RELEASE relates to all claims which exist at this time or may exist in the future and any relief they may be entitled to claim, no matter how characterized, including without limitation, any compensatory damages, consequential damages, restitution damages, punitive damages, damages for pain and suffering, attorney's fees, costs of suit, etc., and that the consideration given, as set forth above, constitutes the full and complete liquidated damages agreed to by the parties in connection with the discontinuance described above in the Town of Stoughton, Norfolk County, Massachusetts.

RELEASORS further agree to indemnify RELEASEE and hold RELEASEE harmless from any loss, damage or expense arising from any claim or demand by any person or entity against RELEASEE on account of, or directly or indirectly as a result of, the discontinuance described above in the Town of Stoughton, Norfolk County, Massachusetts.

RELEASORS further agree that in the event any action, or actions, or other legal proceedings, shall be brought or instituted against RELEASEE that is within the scope of this RELEASE,

RELEASOR will assume the defense thereof, and will indemnify and hold RELEASEE harmless from all costs, expenses, counsel fees and judgments resulting therefrom providing RELEASEE reasonably cooperates with RELEASORS in the defense of said legal proceedings or actions.

RELEASORS also declare that the terms of this RELEASE have been carefully read and reviewed by them, with the assistance of legal counsel of their choice, and are fully understood and are voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, for and on account of, any damages and/or injuries within the scope of this RELEASE.

RELEASORS represent and warrant that they have not assigned, sold, transferred, or conveyed to any person or entity any actions, causes of action, claims, or demands that they either now have or ever had.

RELEASORS further agree that this RELEASE contains the entire agreement between the RELEASORS and RELEASEE with regard to the matters set forth herein and shall be binding upon RELEASORS, individually and on behalf of their officers, agents, employees, predecessors, successors, successors-in-interest, subsidiaries and assigns.

This RELEASE is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.

This RELEASE shall become effective immediately upon execution. This RELEASE may be executed in one or more duplicates, each of which shall be deemed to be an original.

**[THIS SPACE LEFT BLANK INTENTIONALLY]**

IV3 Stoughton Logistics Park, LLC

By its Senior Vice President, General Counsel, (Brookfield Properties (USA) LLC)

\_\_\_\_\_  
Gautam Huded, Senior Vice President,  
General Counsel, (Brookfield Properties (USA) LLC)  
Of IV3 Stoughton Logistics Park, LLC, and not individually

Date: \_\_\_\_\_, 2024  
Month Date

STATE OF GEORGIA

\_\_\_\_\_, SS  
(County)

\_\_\_\_\_, 2024  
(Month) (Date)

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public, personally appeared Gautam Huded, Senior Vice President, General Counsel, (Brookfield Properties (USA) LLC) of IV3 Stoughton Logistics Park, LLC, as aforesaid, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
, Notary Public

My commission expires: \_\_\_\_\_