

EXHIBIT A

APPLICANT CERTIFICATIONS

Chapter 66A (Confidentiality and Privacy)

Applicant acknowledges that, during the of any Property Agreement with the Massachusetts Department of Transportation (“MassDOT”) and/or the Massachusetts Bay Transportation Authority (“MBTA”), Applicant may acquire or obtain access to “personal data” and become a “holder” of such “personal data” (as defined in Chapter 66A of the Massachusetts General Laws (“Chapter 66A”)) or other information deemed confidential by MassDOT and/or the MBTA. Applicant shall comply with Chapter 66A and any applicable regulations promulgated thereunder relative to confidentiality and privacy.

Chapter 62C, Section 49A (Tax Compliance)

Pursuant to M.G.L. Chapter 62C, Section 49A, Applicant hereby certifies (a) under the pains and penalties of perjury that it is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors and withholding and remitting child support and (b) to the best of its knowledge and belief, it has no outstanding payment or filing obligations to the Commonwealth of Massachusetts Department of Revenue.

Chapter 151A, Section 19A (Employment Security; Contributions)

Pursuant to G. L. C. 151A, Sec. 19A(b), Applicant certifies under the penalties of perjury that Applicant has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

Section 7 of Chapter 521, Acts of 1990 (Child Care Assistance)

Pursuant to Section 7 of Chapter 521, Acts of 1990, as amended by Chapter 329, Acts of 1991 and regulations issued pursuant thereto, 102 CMR 12.00, Applicant certifies under the pains and penalties of perjury that Applicant is in compliance with all laws of the Commonwealth of Massachusetts relating to child care assistance, and if Applicant is a qualified employer having fifty (50) or more full time employees, has established a dependent care assistance program, child care tuition assistance, or on-site or near site child care placement; or is an exempt employer.

Chapter 7, Section 22C (Northern Ireland Notice and Certification)

State agencies, state authorities, the House of Representatives or the state Senate may not procure goods or services from any person employing ten or more employees in an office or other facility located in Northern Ireland who fails to complete the certification required by M.G.L. c. 7, section 22C. Applicant certifies below under the pains and penalties of perjury either that (check the applicable statement):

Applicant does not employ ten or more employees in an office or other facility in Northern Ireland;

OR

Applicant employs ten or more employees in an office or other facility located in Northern Ireland and further certifies that:

1. it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and
2. it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and
3. it is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Conflict of Interest/Collusion Certification

Applicant certifies under the pains and penalties of perjury that (a) no relationship exists between Applicant and MassDOT, the MBTA or any officer, employee or agent of MassDOT or the MBTA that constitutes unfair competition or a conflict of interest or that may be adverse to MassDOT or the MBTA; and (b) it has not acted in collusion with any other entity doing business with MassDOT or the MBTA in a way that would constitute unfair competition or that may be adverse to Licensor.

Massachusetts Environmental Policy Act ("MEPA")

Applicant shall deliver to MassDOT, at least fifteen (15) business days before the effective date of any Property Agreement between Applicant and MassDOT (the "Agreement"), a written representation in the form of the MEPA Checklist set forth below whether the construction and operation of Licensee's proposed use of the Premises ("Licensee's Project") requires any filings with the Secretary of the Massachusetts Office of Energy and Environmental Affairs ("OEEA Secretary") under the Massachusetts Environmental Policy Act (G.L. c. 30, §§ 61 et seq. and implementing regulations at 301 C.M.R. 11.00 et seq., as amended from time to time) ("MEPA"). If Applicant's Project requires such filings with OEEA, then Applicant shall have no obligation to convey the Agreement to

Applicant unless and until a MEPA Permit (as defined below) has been issued with respect to Applicant's Project, notwithstanding any provision of the Agreement to the contrary. The term "MEPA Permit" shall mean, to the extent required by MEPA in connection with construction and operation of Licensee's Project, a certificate of the OEEA Secretary pursuant to 301 C.M.R. 11.06(7) stating that no environmental impact report is required for Applicant's Project, if the same shall be issued (a "No EIR Certificate"), and otherwise shall mean a certificate of the OEEA Secretary pursuant to 301 C.M.R. 11.08(8) stating that the final environmental impact report with respect to Applicant's Project adequately and properly complies with MEPA (a "FEIR Certificate"). For purposes of the Agreement, the No EIR Certificate or the FEIR Certificate, as the case may be, shall not be deemed issued unless and until all applicable appeal periods have expired without any appeal having been taken (or, if taken, such appeal having been dismissed or settled with prejudice).

I hereby certify that the above statements are true and correct.

Authorized Signature

Name and Title of Authorized Signatory

Company(ies)

Date