

THE STEARNS COMPANY

CONTRACT REQUIRED BY SECTION 6A
OF CHAPTER 121A OF THE GENERAL LAWS

1979 9 AGREEMENT made this 18 th day of January,
1979 by and between THE STEARNS COMPANY, a limited partnership
organized pursuant to Mass. G.L. c. 109 (the "Owner") and the CITY
OF BOSTON, a municipal Corporation of the Commonwealth of
Massachusetts (the "City"); acting under Mass. G.L. Chapter 121A,
Section 6A and every other power and authority hereto enabling.

WITNESSETH THAT:

WHEREAS, there has been filed on behalf of the Owner with the
Boston Redevelopment Authority of the Commonwealth of Massachusetts
(the "Authority") an application dated August 28, 1978 (the "Application")
under the provisions of Massachusetts General Laws, Chapter 121A, as
amended, and Chapter 652 of the Acts of 1960, as amended for approval
of a project situated in the City of Boston, said project being more
particularly described in paragraph 3 of said Application and in the
metes and bounds description appended to such Application under Tab 2
(the "Project"); and

WHEREAS, the Application sought the approval of the Authority of
a project involving rehabilitation of 140 dwelling units, ancillary com-
munity space, and 7,700 square feet of commercial space (the "Project");
and

WHEREAS, the Authority approved the Project by a vote on
November 6, 1978, and

WHEREAS, the Mayor of the City of Boston approved the afore-
mentioned vote of the Authority on November 28, 1978, and

WHEREAS, the Certificate of Vote of the Authority and the approval
of the Mayor of the City of Boston were filed with the office of the City
Clerk on December 1, 1978.

NOW, THEREFORE:

1. The Owner hereby agrees with the City as follows:

(a) To carry out the Project by rehabilitating, maintaining and
managing the same in accordance with the Application, the provisions of
Massachusetts General Laws, Chapter 121A as now in effect, the Rules

and Regulations of the Authority, as now in effect, and the minimum standards for financing, construction maintenance and management of the Project, all as set forth in the Report and Decision of the Authority approving said Project.

(b) To perform all of the obligations as Owner under the Regulatory Agreement required pursuant to the provisions of Massachusetts General Laws, Chapter 121A, Section 18C.

(c) To pay to the Commonwealth of Massachusetts with respect to each year that this contract is in full force and effect, the urban redevelopment excise tax required under Section 10 of said Chapter 121A.

(d) To pay to the City of Boston with respect to each of the calendar years this contract is in effect as hereinafter defined in paragraph 8, next following the year in which the Project is subject to said Chapter 121A, the respective amount, if any, by which the amount hereinafter set forth exceeded the excise payable for such calendar year pursuant to Section 10 of said Chapter 121A as now existing:

(i) With respect to the calendar year 1978, the sum of \$1,000.00 and with respect to the first year during construction Ten Thousand Dollars (\$10,000.00) and Nine Thousand Dollars (\$9,000.00) plus ten percent (10%) of residential income in each subsequent year until Completion of the Project. For purposes of this Agreement, the phrase "Completion of the Project" means certification of 100% completion from the appropriate funding source; i.e., HUD or MHFA or occupancy of 90% of the dwelling units.

(ii) With respect to each such calendar year next following the calendar year in which Completion of the Project, as hereinbefore defined, occurs through the fortieth year during which the Project is subject to the provisions of said Chapter 121A, ten percent (10%) of residential income from the Project, from rental of subsidized (Section 8) units as hereinafter defined. In addition, the Owner shall pay with respect to commercial income the following amounts: (1) commencing in the first calendar year after Completion of the Project, and for each year of the two succeeding years, twenty-three percent (23%) of gross rental income from all retail/commercial space leased in the Project; (2) during each of the fourth through six years after Completion of the Project, twenty-six percent (26%) of such income; (3) during each of the seventh through nine years after Completion of the Project, twenty-nine percent (29%) of such income; and (4) during the tenth and each year thereafter until the end of the Agreement, thirty percent (30%) of such income. In no event, however, shall the Owner be required to pay more for any calendar year than the amount which would have been payable to the City of Boston had the real estate and improvements thereon in the Project Area and the tangible personal property of the Owner used in connection with the operation of the Project not been exempted from taxation.

81 23%
82 23%
83 26%
84 26%
85 26%
86 29%

+ 2%
per additional
agreement

For purposes of this Agreement the phrase "residential income from the Project" for subsidized units shall be deemed to mean the aggregate of the gross basic rentals received by the Owner from whatever source derived, including the occupants of the Project and all income received by the Owner pursuant to a Housing Assistance Payments Contract with the U.S. Department of Housing and Urban Development, pursuant to Section 8 of the Housing Act of 1937, as amended, or any similar state or federal successor subsidy program, but excluding those portions paid into the "Project Account" pursuant to HUD Regulations (subsidy income).

For purposes of this Agreement "commercial income from the Project" means the amount received by the Owner from occupants of retail or commercial space in the Project. In the event any such space is leased to an affiliate of Owner who in turn sublets such space to third parties, commercial income from the Project shall be deemed to mean, with respect to the sublet space, the greater of the rental income paid by the affiliate or the rental income paid by such third party to the affiliate.

Notwithstanding the foregoing, Owner agrees that commencing in the third calendar year subsequent to completion of the Project 12% of gross residential income from the subsidized units and every third year thereafter, the percentage of residential income payable by Owner shall be increased based on substantial general increases in real estate taxes in the City of Boston, as determined by the Commissioner of Assessing by one percent (1%) until the project is paying a maximum of 15% of gross residential income including subsidy. Except as provided in the following paragraph, Owner's obligation to pay any such increased percentage of residential income in excess of twelve percent (12%) shall be conditioned upon approval and funding of a special rent adjustment therefor by the United States Department of Housing and Urban Development ("HUD") pursuant to statutes and regulations of HUD governing the Section 8 rental assistance program, or any successor program thereto, which approval Owner hereby undertakes to secure. The City hereby acknowledges that pursuant to said statutes and regulations, Owner may not, for the purpose of paying any increased percentage of residential income pursuant to this Section 1(d) (ii), adjust the rentals charged for any dwelling unit in the project above rent levels approved by HUD and that revised rent levels resulting from HUD approved and funded adjustments shall not result in HUD's judgment in material differences between rents charged for units receiving rental assistance and comparable unassisted units in other projects.

Notwithstanding the foregoing, the parties hereto agree that with respect to the third through ninth calendar years following completion of the Project the Owner's obligation to make payment hereunder of any increased percentage of "subsidized" residential income from ten percent (10%) to twelve percent (12%) shall be reduced to the extent that the Project would suffer an operating loss by virtue of the obligation to make payment of such increased percentage. Owner's obligation

to make payment of any increased percentage above twelve (12%) percent shall be conditional upon approval and funding of a special rent adjustment by the U.S. Department of Housing and Urban Development. Without limiting the foregoing, it is the intent of the parties hereto that the Owner shall for any calendar year discharge the contractual obligation pursuant to this contract prior to the distribution to Owner of any return on its investment in the Project. For purposes of this paragraph, whether the Project would suffer an operating loss, and the amount thereof, shall be determined by the certified operating statement submitted by Owner to HUD for the fiscal year to which such increased percentage would be applicable, adjusted for all non-cash items and for payment of mortgage amortization, capital acquisitions and the establishment of reserves accepted by HUD.

Any payments which may become due to the City of Boston on account of the provisions hereof shall be paid to the City of Boston on or before the first day of April of the year next following the year with respect to which such payment is made. Any overpayment applicable to one calendar year, except the calendar year 1978, shall, at the election of the City of Boston be either refunded or applied by the City of Boston to reduce the payments due in the next calendar year except that with respect to the last calendar year in which the Project shall qualify for 121A, said overpayment shall be refunded by the City. For purposes of this contract, an overpayment by Owner hereunder shall include fifty (50%) per cent of any amounts paid by the Owner to the City of Boston as real estate taxes pursuant to Massachusetts General Laws, Chapter 59, with respect to the Project Area for any period during which this contract is in effect, whether assessed to Owner or to any predecessor in title of the Project Area.

Notwithstanding the foregoing provisions: (i) any payments due by the Owner with respect to any calendar year pursuant to the provisions of Section 15 of said Chapter 121A, as now or hereafter in effect, shall reduce the payments due with respect to such calendar year by the Owner pursuant to the provisions of this contract, but shall not reduce the payments prescribed by Section 10 of said Chapter as now in effect; (ii) if the Owner shall in any year pay to the Commonwealth of Massachusetts or any political subdivisions thereof, any excise tax measured by the Owner's income from or investment in the Project additional to the excise provided for by Section 10 of said Chapter 121A as now in effect, the applicable amounts stated in or computed in accordance with the preceding paragraphs of this contract shall be reduced by the amount of such additional excise tax.

- (e) To file with the Assessors within fifteen (15) days of the end of each calendar year during which this contract is in effect a statement of the income and expenses of the Project, and the amounts invested in the rehabilitation of the Project.
- (f) To file with the Assessors and the Authority within ninety (90) days of the end of each calendar year during which this contract is in effect an audited report, prepared by a Certified Public Accountant, consisting of a statement of profit and loss, all rental and other income a balance sheet, all operating cost replacement and construction costs, and a statement of receipts and disbursements for the preceding calendar year, and a certified copy of the Owner's urban redevelopment excise tax return as submitted to the Department of Corporations and Taxation.

- (g) To submit to the Commissioner of Assessing or his designated representative written authorization to examine all urban redevelopment excise tax returns and attachments thereto filed by the Owner with the Department of Corporations and Taxation.

Subject to HUD approval, if required, in the event, from time to time, and as long as, any residential units are leased to tenants whose incomes do not permit them to qualify for Section 8 rental assistance (Market Tenants) and in fact the Owner does not receive such assistance during such tenant's occupancy, Owner shall, with respect to such units and with respect to the period of time they are occupied by Market Tenants, in lieu of the payments described above, pay to the City of Boston a sum equal to (a) with respect to the first calendar year after completion of the Project, as hereinbefore defined, occurs twelve per cent (12%) of the residential income paid by Market Tenants, (b) with respect to the second calendar year, after completion seventeen per cent (17%) of such income; and (c) with respect to the third calendar year after completion, twenty-three per cent (23%) of such income. Commencing in the sixth (6th) calendar year after completion of the Project, and each year thereafter, and subject to HUD approval, if required, taxes will increase in proportion to the increases in the City's tax levy on similar type of residential property (adjusted to reflect the new tax rate structure under 100% valuation).

The percentages paid to the City with respect to units occupied by Market Tenants shall be the percentages referred to above based on the aggregate of the gross basic rentals received by the Owner from whatever source derived from Market Tenants all inclusive.

2. Furthermore, the City and/or the Authority can make an annual audit of all financial records pertaining to the operations of the Project under its 121A status and can engage the services of a private accounting firm to undertake such an audit.

If the Owner is found to have deliberately withheld information on or misrepresented collection from the Project, relative to its payments in lieu of taxes, the Owner will be required to pay all arrearages plus interest on that amount owed the City (with interest rate equal to the rate charged in delinquent property tax accounts by the City's Assessing Department), and in addition will be required to pay and/or reimburse the City for all expenses, including the cost of the audit, incurred as a result of the situation.

- * 3. The Assessors agree at all times to cause information required to be submitted to the State Tax Commission under said Chapter 121A to conform to the provisions of this agreement.

4. The Assessing Commissioner hereby agrees, pursuant to authority conferred by Section 10 of Chapter 121A, that the maximum fair cash values as of January 1 in each year of the land, buildings and tangible personal property constituting the Project shall be established in such manner that the maximum amount to be paid by the Owner pursuant to Chapter 121A, Section 10 and Paragraph 1(c) hereof shall never exceed the amounts established by Paragraphs

1(d)(i) and 1(d)(ii) hereof and the last full paragraph of Paragraph 1 hereof, and agrees that such fair cash values will be certified to the State Tax Commissioner and to the Owner in each year the Project is subject to Chapter 121A.

5. The obligations of the Owner under this Contract are conditioned in all respects upon the issuance to them of all permissions, including without limiting the generality of the foregoing; all variances, permits and licenses which may be required with respect to the rehabilitation, maintenance and management of the Project, as specified in the Application or reserved therein, and the closing of the mortgage loan for the Project. The Owner shall not be held in any way liable for delays which may occur in the rehabilitation, repair, maintenance or management of the Project, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the Owner's reasonable control.
6. The Owner and the City further agree that without written approval of both parties any amendment, subsequent to the execution of this contract, of the provisions of G.L. Chapter 121A, as now amended, or the rules and regulations and standards prescribed by the Authority now applicable to the Project shall not affect the Project.
7. If the Owner or any mortgagee of the Project propose, acting either under the provision of the last paragraph of Section 11 or under Section 16A of said Chapter 121A, to transfer the Project to a different entity, paragraphs 1(a) through 1(c) inclusive and paragraphs 3 through 8 inclusive, of this Contract, shall, upon such transfer be assignable to any transferee or, at the option of the Owner or mortgagee as appropriate, terminable by giving written notice to the City, provided, however, that in the event of such assignment, the assignee shall agree to such modifications in Section 1(d) hereof as may be required by the City. In the event of such a termination, the Owner shall be released from all obligations under this contract and under said Chapter 121A and at the same time shall be divested of all powers, rights and privileges conferred by this agreement and said Chapter 121A.
8. The provisions of this contract shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors in office or interest, and assigns, except that nothing herein contained shall apply in the event a successor in interest elects option 3 under the provisions of Section 16A of said Chapter 121A as now in effect and that in case of a transfer or termination as contemplated by Section 5 of this contract, Owner shall thereupon cease to be liable hereunder.
9. No general or limited partner of The Stearns Company shall have any personal liability for the performance of the obligations of The Stearns Company hereunder. The foregoing shall not, however, relieve the general partners of any personal liability pursuant to any other agreements with respect to the Project made with the City of Boston.

10. The term of this contract shall be for a period that is coterminous with the Housing Assistance Payments Contract between Owner and HUD under the Section 8 program or a similar contract or commitment under any successor subsidy program, provided however; that it at any time during the term of this contract, less than 50% of the dwelling units in the project are receiving housing assistance, then this contract will be null and void and a new 6A Agreement will be entered into to reflect this change; or the property will be taxed on the basis of the fair market value at that time.

Executed as a sealed instrument the day and year first above written.

THE STEARNS COMPANY


By 
As General Partner

By 
As General Partner


CITY OF BOSTON

By 
Kevin H. White, Mayor

Assented to:

By 
Commissioner of Assessing

Approved as to form:

By 
Corporation Counsel *RS*

**FIRST AMENDMENT TO
CONTRACT REQUIRED BY SECTION 6A OF
CHAPTER 121A OF THE GENERAL LAWS
The Stearns Apartments**

This First Amendment to Contract Required by Section 6A of Chapter 121A of the General Laws (this "First Amendment") is made as of the ___ day of October, 2001, by and between 10 Temple Place Limited Partnership, a Massachusetts limited partnership (the "Successor Owner") and the City of Boston, a municipal corporation of the Commonwealth of Massachusetts (the "City"), acting under the authority of Massachusetts General Laws, chapter 121A, section 6A, and every power and authority hereto enabling.

WHEREAS, The Stearns Company, a Massachusetts limited partnership (the "Original Owner") filed with the Boston Redevelopment Authority (the "Authority") an application dated _____ under the provisions of Massachusetts General Laws Chapter 121A, and Chapter 652 of the Acts of 1960, as amended (collectively "Chapter 121A"), for approval of a project situated in the City of Boston, involving the rehabilitation of an eleven-story structure for approximately 140 dwelling units and commercial facilities known as The Stearns Apartments and numbered 10 Temple Place, Boston, Massachusetts, (the "Project"); and

WHEREAS, the Authority approved the Project by vote on by the adoption of a Report and Decision November 16, 1978, as approved by the Mayor of the City of Boston on November 28, 1978 and filed with the Boston City Clerk on December 1, 1978; and

WHEREAS, pursuant to Section 6A of Chapter 121A the Original Owner and the City entered into that certain Contract Required by Section 6A of Chapter 121A of the General Laws, dated January 18, 1979, by and between the Original Owner and the City of Boston, (the "6A Contract"); and

WHEREAS, the Successor Owner filed with the Authority an Application by 10 Temple Place Limited Partnership for Consent to Acquire an Existing Project Under Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960, each as Amended (the "Transfer Application"); and

WHEREAS, the Authority approved the Transfer Application by vote on July 17, 2001 adopting a certain First Amendment to Report and Decision (the "Amended Report and Decision"); the Mayor of the City of Boston approved the aforementioned vote of the Authority on July __, 2001; and the Certificate of Vote of the Authority and the approval of the Mayor of the City of Boston were filed with the office of the City Clerk on July __, 2001; and

WHEREAS, in connection with the acquisition of the Project, the Original Owner will assign to the Successor Owner, and the Successor Owner will assume, the 6A Contract; and

WHEREAS, the Successor Owner and the City desire to amend the 6A, effective upon such acquisition.

NOW, THEREFORE, the Successor Owner hereby agrees with the City that the 6A Contract is amended as follows, such amendment to become effective on the date (the "Effective Date") on which the Successor Owner acquires title to the Project from the Original Owner:

1. All of the terms defined in the foregoing recitations are hereby incorporated by this reference.

2. Paragraph 1(d)(ii) of the 6A Contract is hereby amended by deleting the words "through the fortieth year during which the Project is subject to the of provisions of said Chapter 121A," and inserting in place thereof the words "through and including calendar year 2000."

3. Paragraph 1(d) of the 6A Contract is hereby amended by adding after clause (ii) thereof the following:

(iii) with respect to calendar year 2001, the sum of Two Hundred Forty Five Thousand and 00/100 Dollars (\$245,000.00).

(iv) with respect to calendar year 2002 and each calendar year thereafter for so long as the Project shall be subject to Chapter 121A, (i) eight percent (8%) of the Owner's residential income from the Project, plus (ii) twenty percent (20%) of the Owner's commercial income from the Project.

4. The second grammatical paragraph of said paragraph 1(d) is hereby further amended by deleting the phrase "residential income from the Project for subsidized units" and inserting the phrase "residential income from the Project for all units," and by deleting the phrase "but excluding those portions paid into the "Project Account" pursuant to HUD Regulations (subsidy income)."

5. Said paragraph 1(d) is hereby further amended by deleting the third and fourth grammatical paragraphs thereof, each of which commences with the phrase "notwithstanding the foregoing."

6. Paragraph 1 of the 6A Contract is hereby amended by deleting the last two paragraphs thereof.


7. Paragraph 4 of the 6A Contract is hereby deleted in its entirety and the following inserting in place thereof:

The Assessing Department hereby agrees, pursuant to authority conferred by the seventh paragraph of Section 10 of Chapter 121A, that the maximum fair cash values of the real and personal property constituting the Project for each January 1st with respect to each calendar year that the Project shall be subject to Chapter 121A, shall be established in

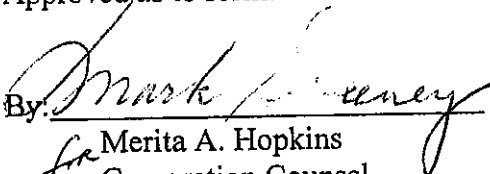
EXECUTED under seal the day and year first above written.

10 TEMPLE PLACE LIMITED PARTNERSHIP

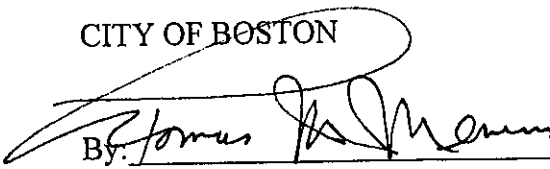
By: Charles Street RHF Housing, Inc.,
General Partner

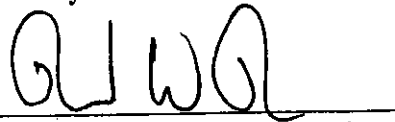
By: 
Michael Dickenson,
Treasurer

Approved as to form:

By: 
for Merita A. Hopkins
Corporation Counsel

CITY OF BOSTON

By: 
Mayor

By: 
Commissioner of Assessing

**FIRST AMENDMENT TO
CONTRACT REQUIRED BY SECTION 6A OF
CHAPTER 121A OF THE GENERAL LAWS
The Stearns Apartments**

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WHEREAS, The Stearns Company, a Massachusetts limited partnership (the "Original Owner") filed with the Boston Redevelopment Authority (the "Authority") an application dated _____ under the provisions of Massachusetts General Laws Chapter 121A, and Chapter 652 of the Acts of 1960, as amended (collectively "Chapter 121A"), for approval of a project situated in the City of Boston, involving the rehabilitation of an eleven-story structure for approximately 140 dwelling units and commercial facilities known as The Stearns Apartments and numbered 10 Temple Place, Boston, Massachusetts, (the "Project"); and

WHEREAS, the Authority approved the Project by vote on by the adoption of a Report and Decision November 16, 1978, as approved by the Mayor of the City of Boston on November 28, 1978 and filed with the Boston City Clerk on December 1, 1978; and

WHEREAS, pursuant to Section 6A of Chapter 121A the Original Owner and the City entered into that certain Contract Required by Section 6A of Chapter 121A of the General Laws, dated January 18, 1979, by and between the Original Owner and the City of Boston, (the "6A Contract"); and

WHEREAS, the Successor Owner filed with the Authority an Application by 10 Temple Place Limited Partnership for Consent to Acquire an Existing Project Under Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960, each as Amended (the "Transfer Application"); and

WHEREAS, the Authority approved the Transfer Application by vote on July 17, 2001 adopting a certain First Amendment to Report and Decision (the "Amended Report and Decision"); the Mayor of the City of Boston approved the aforementioned vote of the Authority on July __, 2001; and the Certificate of Vote of the Authority and the approval of the Mayor of the City of Boston were filed with the office of the City Clerk on July __, 2001; and

WHEREAS, in connection with the acquisition of the Project, the Original Owner will assign to the Successor Owner, and the Successor Owner will assume, the 6A Contract; and

WHEREAS, the Successor Owner and the City desire to amend the 6A, effective upon such acquisition.

NOW, THEREFORE, the Successor Owner hereby agrees with the City that the 6A Contract is amended as follows, such amendment to become effective on the date (the "Effective Date") on which the Successor Owner acquires title to the Project from the Original Owner:

1. All of the terms defined in the foregoing recitations are hereby incorporated by this reference.

2. Paragraph 1(d)(ii) of the 6A Contract is hereby amended by deleting the words "through the fortieth year during which the Project is subject to the of provisions of said Chapter 121A," and inserting in place thereof the words "through and including calendar year 2000."

3. Paragraph 1(d) of the 6A Contract is hereby amended by adding after clause (ii) thereof the following:

(iii) with respect to calendar year 2001, the sum of Two Hundred Forty Five Thousand and 00/100 Dollars (\$245,000.00).

(iv) with respect to calendar year 2002 and each calendar year thereafter for so long as the Project shall be subject to Chapter 121A, (i) eight percent (8%) of the Owner's residential income from the Project, plus (ii) twenty percent (20%) of the Owner's commercial income from the Project.

4. The second grammatical paragraph of said paragraph 1(d) is hereby further amended by deleting the phrase "residential income from the Project for subsidized units" and inserting the phrase "residential income from the Project for all units," and by deleting the phrase "but excluding those portions paid into the "Project Account" pursuant to HUD Regulations (subsidy income)."

5. Said paragraph 1(d) is hereby further amended by deleting the third and fourth grammatical paragraphs thereof, each of which commences with the phrase "notwithstanding the foregoing."

6. Paragraph 1 of the 6A Contract is hereby amended by deleting the last two paragraphs thereof.

7. Paragraph 4 of the 6A Contract is hereby deleted in its entirety and the following inserting in place thereof:

The Assessing Department hereby agrees, pursuant to authority conferred by the seventh paragraph of Section 10 of Chapter 121A, that the maximum fair cash values of the real and personal property constituting the Project for each January 1st with respect to each calendar year that the Project shall be subject to Chapter 121A, shall be established in

such manner that the maximum amount paid by the Owner pursuant to Section 10 of Chapter 121A and Paragraph 1(c) hereof shall never exceed the amounts established by Paragraphs 1(d)(i) through 1(d)(iv) hereof, each inclusive.

The Assessing Department agrees to certify the foregoing fair cash values to the DOR and the Owner on or before March 1 of each year during such periods, pursuant to the second paragraph of Section 10 of Chapter 121A.

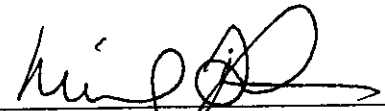
8. Except to the extent modified herein, all provisions of the 6A Contract are hereby ratified and confirmed and shall continue in full force and effect.

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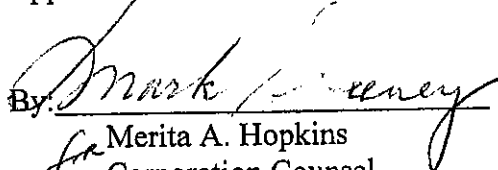
EXECUTED under seal the day and year first above written.

10 TEMPLE PLACE LIMITED PARTNERSHIP


By: Charles Street RHF Housing, Inc.,
General Partner


By: 
Michael Dickenson,
Treasurer

Approved as to form:

By: 
for Merita A. Hopkins
Corporation Counsel

CITY OF BOSTON

By: 
Mayor

By: 
Commissioner of Assessing