

AD/TEMP ASSOCIATES  
Contract Required by Section 6A  
Of Chapter 121A of the General Laws

AGREEMENT made this     day of                     , 1980, by and between AD/TEMP Associates, a Limited Partnership organized pursuant to Massachusetts General Laws, Chapter 109 (the "Owner"), and the CITY OF BOSTON, a municipal corporation of the Commonwealth of Massachusetts (the "City"); acting under Massachusetts General Laws 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 April 3, 1980 (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 4 of said Application and in the metes and bounds description of said Application (the "Project");

WHEREAS, the Application sought the approval of the Authority of a project involving the rehabilitation of 74 units of housing for low-income elderly and handicapped persons, and 1,200 square feet of commercial space (the "Project"); and

WHEREAS, the Authority approved the Project by a vote on May 1, 1980             ; and

WHEREAS, the Mayor of the City of Boston approved the aforementioned vote of the Authority on             May 7, 1980             ; 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 May 12, 1980.

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 Item 8, next following the year the Project is subject to said Chapter 121A, the respective amount, if any, by which the amounts hereinafter set forth exceed the excise payable for such calendar year pursuant to Section 10 of said Chapter 121A as now existing:

CY 1980

- (i) With respect to the period from initial loan closing on the Project until completion of the Project, as hereinafter defined, payments in-lieu-of taxes will be the amount by which \$21,429 per year exceeds the minimum excise tax formula as specified in the 121A statute.

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 FHA or occupancy of 90% of the dwelling units whichever shall occur first.

- (ii) For the portion of the calendar following completion of the Project, as hereinafter defined, and for the next two (2) calendar years, the Project will pay twelve (12%) percent of the gross residential income from the Project, as hereinafter defined.
- (iii) Commencing in the third calendar year following completion of the Project, the percentage of gross residential income payable to the City shall be increased to thirteen (13%) percent and in every third year thereafter, the percentage of gross residential income by the Owner shall be increased, based on a substantial general increase in the Real Estate taxes in the City of Boston as determined by the Commissioner of Assessing, by one (1%) percent until the Project is paying a maximum of fifteen (15%) percent of gross residential income.
- (iv) The Owner's obligation to make payment of any increased percentage above twelve (12%) per cent shall be conditional upon approval and funding of a special rent adjustment by the United States Department of Housing and Urban Development ("HUD") governing the Section 8 rental assistance program, or any successor subsidy program thereto, which approval Owner hereby undertakes to secure.

*Completed  
June 1981  
JEM*

- (v) Notwithstanding the above, subsequent to the calendar years in which the Owner shall have paid to the City twelve (12%) percent of residential income from the Project if HUD shall not have approved and funded any percentage increase of residential income payable by the Owner in excess of twelve (12%) percent, Owner shall nevertheless pay to the City so much of such increased percentage of residential income as set forth above as the Project can sustain without suffering an operating loss.

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 the Owner to HUD for the fiscal year to which such increased percentage would be applicable, adjusted for all non-cash items and for payments of mortgage amortization, capital acquisitions and the establishment of reserves accepted by HUD.

The phrase "gross residential income from the Project" shall be deemed to mean the aggregate of the gross 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 United States Department of Housing and Urban Development, pursuant to Section 8 of the Housing Act of 1937, as amended, or any similar successor subsidy program (subsidy income).

- (vi) In addition, the project will make payments to the City, for each of the calendar years this Agreement is in effect, in the amount of thirty (30%) percent of the gross commercial income from the project, as hereinafter defined.

The phrase "gross commercial income" shall be deemed to mean all income received by the Owner from occupants of the commercial space, from whatever source derived. If the commercial space is occupied by the Owner, or a subsidiary, an imputed "fair market rental value" will be attributed to the space occupied by the Owner, or subsidiary, and will be calculated as gross commercial income for purposes of payment under this Agreement.

Without limiting the foregoing, it is the intent of the parties hereto that the Owner shall for any calendar year discharge their contractual obligation pursuant to this contract prior to the distribution to the Owner of any return on its investment in the Project.

Any payments which may become due to the City of Boston on account of the provisions of this Section 1(d) 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 shall, at the election of the City, be either refunded or applied to reduce the payments due in the succeeding calendar years except that with respect to the last calendar year in which the Project shall qualify for 121A, any overpayment by the Owner shall be refunded by the City. For purposes of this contract, an overpayment by Owner hereunder shall include 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: if the Owner shall in any year pay to the Commonwealth of Massachusetts or any political subdivisions thereof, any excise or 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, with applicable amount 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 Commissioner of Assessing, Collector-Treasurer's Office and the Authority 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 Authority, the Collector-Treasurer's Office and the Commissioner of Assessing 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 all rental and other income, operating cost, construction and replacement cost, a statement of profit and loss for the 121A Corporation, a balance sheet, and a statement of disposition of funds 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.

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 at the reasonable expense of the Owner.

If the Owner is found to have deliberately withheld information 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 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 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 construction, 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 construction, 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.

5. 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 Massachusetts General Laws, 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.


6. If the Owner or any mortgagee of the Project proposes, acting either under the provisions of the last paragraph of Section 11 or under Section 16A of said Chapter 121A, to transfer the Project to a different entity, Sections 1(a) through 1(c) inclusive, and Sections 3 through 8 inclusive, of the 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 time shall be divested of all powers, rights and privileges conferred by this Agreement and said Chapter 121A.

7. The provisions of this contract shall be binding upon and inure 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 under 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 6 of this contract, the Owner shall thereupon cease to be liable hereunder.

8. The term of this contract shall be for a period that would be co-terminous with the U.S. Department of Housing and Urban Development's Subsidy Program or any similar or successor subsidy program. In the event that the Project ceases to be a totally subsidized program, 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.


9. No General or Limited Partner of the Owner shall have any personal liability for the performance of the obligations of this corporation hereunder.

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

AD/TEMP ASSOCIATES  
By: AD/TEMP HOUSING CORPORATION, It's  
General Partner  
By   
Edward A. Fish, President

ASSENTED TO:

CITY OF BOSTON

By   
Commissioner of Assessing  
April 30, 1981

By   
Kevin H. White, Mayor

APPROVED AS TO FORM:

By   
Corporation Counsel

CONTRACT BETWEEN AD/TEMP-DORCHESTER LIMITED PARTNERSHIP AND THE CITY OF BOSTON PURSUANT TO SECTION 6A OF CHAPTER 121A OF THE GENERAL LAWS

This Contract (the "6A Contract") made this 17<sup>th</sup> day of November, 2000, by and between AD/TEMP-DORCHESTER LIMITED PARTNERSHIP, a Massachusetts limited partnership organized under General Laws, Chapter 109, as amended (the "Partnership"), and the CITY OF BOSTON, a municipal corporation of the Commonwealth of Massachusetts (the "City"), acting pursuant to Massachusetts General Laws Chapter 121A, Sections 6A and 10, as amended and applicable, and every other power and authority hereto enabling.

WITNESSETH THAT:

WHEREAS, on May 1, 1980, the Boston Redevelopment Authority (the "Authority") voted to adopt a Report and Decision on an application, dated April 3, 1980, (the "Report and Decision") on a project known as AdTemp Apartments (the "Project"). Such vote was approved by the Mayor of the City of Boston (the "Mayor") on May 7, 1980 and the vote as so approved was filed with the Clerk of the City of Boston (the "City Clerk") on May 12, 1980 (the later date being the "Original Approval Date"). The Project, as more particularly described in the Report and Decision, consisted of a 74 unit low and moderate income, and elderly and handicapped housing project in 4 separate rehabilitated buildings with related amenities, located in the Dorchester neighborhood of the City of Boston and operated, in part, pursuant to the requirements of a U.S. Department of Housing and Urban Development ("HUD") Section 8 Housing Assistance Payment Contract. AD/Temp Associates, a Massachusetts limited partnership, was approved in the Report and Decision as the Chapter 121A entity to own, operate and manage the Project. The sole General Partner of AD/Temp Associates was Ad/Temp Housing Corporation;

WHEREAS, on October 23, 1980, a certain "Regulatory Agreement Pursuant to Massachusetts General Laws Chapter 121A, Section 18C" was entered into by and between AD/Temp Associates and the Authority (the "Original Regulatory Agreement");

WHEREAS, on April 30, 1981, a certain "Contract Required By Section 6A of Chapter 121A of the General Laws" was entered into by and between AD/Temp Associates and the City of Boston (the "Original 6A Contract");

WHEREAS, on May 28, 1982, a Certificate of Completion was issued by the Authority, evidencing completion of the rehabilitation work for the Project as approved by the Report and Decision and in accordance with a Land Disposition Agreement, dated June 24, 1980, between the Authority and AD/Temp Associates;

WHEREAS, on June 20, 1984, the Authority voted to adopt a First Report and Decision Amendment (the "First Amendment"). Such voted was approved by the Mayor on July 30, 1984 and the vote as so approved was filed with the City Clerk on August 12, 1984. The First Amendment approved the substitution of Peabody Construction Co., Inc. for Ad/Temp Housing Corporation, as the sole General Partner of AD/Temp Associates;

WHEREAS, the corporate name of Peabody Construction Co., Inc. was changed to "Edward A. Fish Associates, Inc." by Articles of Amendment, filed with the Secretary of State, Commonwealth of Massachusetts ("Secretary of the Commonwealth") on November 24, 1986, and subsequently, the corporate name of Edward A. Fish Associates, Inc. was changed to "EAF Associates, Inc." by Articles of Amendment, filed with the Secretary of the Commonwealth on January 1, 1989;

WHEREAS, as of July 10, 2000 an "Application for Approval to Transfer Project and Related Matters Pursuant to General Laws Chapter 121A" was filed, on behalf of jointly AD/Temp Associates and the Partnership and on July 18, 2000, "Supplementary Materials" were filed, which contains the proposal scope of the renovation work, (collectively, the "Application"). The Application requested approval, in part, of the following: (1) the transfer of the Project by AD/Temp Associates to the Partnership; (2) new mortgage financing from the Massachusetts Housing Finance Agency ("MHFA"); (3) an increase in the allowable annual rate of return from 8% to 10% and the recalculation of the equity upon which the rate of return is based; (4) an increase in the total number of units in the Project from 74 to 76, by adding 2 new one-bedroom units; and (5) use and affordability restrictions;

WHEREAS, on July 20, 2000, the Authority voted to adopt a Second Report and Decision Amendment (the "Second Amendment"). Such vote was approved by the Mayor on July 24, 2000 and the vote as so approved was filed with the City Clerk on July 26, 2000. The Second Amendment, Section D(2), approved the transfer of the Project by AD/Temp Associates to the Partnership;

WHEREAS, the Second Amendment, Section D(10), in part, required the Partnership to enter into with the Authority a new Regulatory Agreement to replace in its entirety the Original Regulatory Agreement (the "new Regulatory Agreement") and on the date hereof, the new Regulatory Agreement was duly executed by the Partnership;

WHEREAS, the Second Amendment, Section D(10), also, in part, required the Partnership to enter into with the City a new 6A Contract to replace in its entirety the Original 6A Contract, except as provided hereinafter, (the "new 6A Contract") and this 6A Contract is the new 6A Contract; and

WHEREAS, the Report and Decision as amended by respectively the First and Second Amendments shall herewith be referred to hereinafter collectively as the "Amended Report and Decision."



NOW, THEREFORE the parties hereto agree as follows:

1. The Partnership shall carry out the Project by renovating, maintaining, and managing the same in accordance with the provisions of the Amended Report and Decisions, including but not limited to the Second Amendment, the new Regulatory Agreement and the applicable provisions of Chapter 121A of the Massachusetts General Laws ("Chapter 121A"), and the Massachusetts Acts and Resolves of 1960, Chapter 652, ("Chapter 652"), both as now amended and applicable. If there is any conflict or inconsistency between the terms of the new Regulatory Agreement and the Second Amendment, those of the new Regulatory Agreement shall apply and govern.
2. The Partnership shall pay to the Commonwealth of Massachusetts, its Department of Revenue or any successor department or agency ("DOR"), with respect to each calendar year, or any portion thereof, that this 6A Contract is in full force and effect, commencing with calendar year 2001, the Urban Redevelopment Excise Tax required under Section 10 of said Chapter 121A, as now amended or as may be amended in the future (the "Excise Tax").
3. The Partnership shall pay to the City, with respect to each calendar year or any portion thereof that this 6A Contract is in effect, commencing with calendar year 2001, an amount equal to the Agreed Percentage, as hereinafter defined, of all gross residential income, as hereinafter defined, received from the Project, less the Excise Tax. The "Agreed Percentage" is as follows:

Calendar Year 2001 through Calendar Year 2003: 8½ %  
Calendar Year 2003 through Calendar Year 2005: 9 %  
Calendar Year 2006 through Calendar Year 2008: 9½ %  
Calendar Year 2009 to the expiration or termination of this 6A Contract  
and the Project: 10 %

The phrase "gross residential income" shall be deemed to mean the aggregate of the gross rentals received by the Partnership from whatever sources derived, including the occupants of the Project and all income received by the Partnership pursuant to all local, state and federal government rental subsidy programs, including but not limited to any Housing Assistance Payments Contracts with HUD, pursuant to Section 8 of the Housing Act, as amended, or any successor subsidy legislation and/or program.

In addition, the Partnership shall make payments to the City, with respect to each calendar year or any portion thereof that this 6A Contract is in effect, commencing with calendar year 2001, an amount equal to 30% of the gross commercial income from the Project, as hereinafter defined.

The phrase "gross commercial income" shall be deemed to mean all income received by the Partnership from occupants of commercial space, from whatever sources derived. If any commercial space is occupied by the Partnership, or any related entity, an imputed market rental value, according to generally accepted standards, shall be

attributed by the Assessing Department annually, to the space occupied by the Partnership, or any related entity, during the preceding calendar year, or portion thereof. For purposes of this provision, the Partnership shall notify the Assessing Department by February 10 following the end of each calendar year if the Partnership or a related entity has occupied any commercial space during the preceding calendar year.

Notwithstanding the foregoing to the contrary, all payments due to the City by AD/Temp Associates or the Partnership for the calendar year 2000 shall be made by the Partnership in accordance with the provisions of the Original 6A Contract.

4. Any overpayment applicable to a calendar year shall, at the election of the City, be either refunded or applied to reduce the payments due in the succeeding calendar years except that with respect to the last calendar year, or portion thereof, in which the Project shall be subject to Chapters 121A and 652, any overpayment by the Partnership shall be refunded by the City. For purposes of this 6A Contract, an overpayment by the Partnership hereunder shall include any amounts paid by the Partnership to the City as real estate taxes pursuant to General Laws Chapter 59, as amended, ("Chapter 59") with respect to the Project Area for any period during which this 6A Contract is in effect, whether assessed to the Partnership or to any predecessor in title of the Project Area.

Notwithstanding the foregoing, if the Partnership shall in any calendar year, or portion thereof, pay to the Commonwealth of Massachusetts or any political subdivision thereof, any excise or other tax measured by the Partnership's income from, or investment in, the Project, additional to the Excise Tax provided for by Section 10 of Chapter 121A, the applicable amount stated in or computed in accordance with Section 3 hereof, shall be reduced by the amount of such additional excise or other tax.

5. The Partnership shall file with the Commissioner of Assessing, Collector-Treasurer's Office and the Authority by February 10<sup>th</sup> following the end of each calendar year during which this 6A Contract is in effect, a statement of the income and expenses of the Project during the preceding calendar year, or portion thereof, and a Declaration of Liability Return, a form made available by the Assessing Department.

6. The Partnership shall file with the Commissioner of Assessing, Collector-Treasurer's Office and the Authority by April 1<sup>st</sup> following the end of each calendar year during which this 6A Contract is in effect the following: (a) a Declaration of Liability Form, a form made available by the City's Collector-Treasurer's Office; (b) an audited report, prepared by a certified public accountant, consisting of a statement of all residential, commercial and other income, operating costs, a statement of profit and loss, a balance sheet, and a statement of disposition of funds for the preceding calendar year; and (c) a certified copy of the Owner's Urban Redevelopment Excise Tax Return as submitted to the DOR.

7. Furthermore, the City and/or the Authority can make an annual audit of all financial records pertaining to the operations of the Project under Chapters 121A and 652

and can engage the services of a private accounting firm to undertake such an audit at the reasonable expense of the Partnership.

If the Partnership is found to have deliberately withheld information on, or misrepresented, income collection from the Project, relative to its payments under this 6A Contract, the Partnership shall be required to pay all arrearages plus interest on that amount owed the City (with interest rate equal to the rate charged on delinquent property tax accounts by the City's Collector-Treasurer's Office), and in addition, the Partnership shall be required to pay and/or reimburse the City for all expenses incurred as a result of the withheld information or misrepresentation.

8. The obligations of the Partnership under this 6A Contract are conditioned in all respects upon the issuance to it of all permissions, including without limiting the generality of the foregoing, all variances, permits and licenses which may be required with respect to the renovation, maintenance and management of the Project, as specified in the Second Amendment, and the closing of the MHFA mortgage loan for the Project and the transfer of ownership to the Partnership. The Partnership shall not be held in any way liable for delays which may occur in the renovation, maintenance or management of the Project, or otherwise, by reasons of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the Partnership's reasonable control.

9. Except as provided in Section 2 hereof, the Partnership and the City further agree that without written approval of both parties any amendment subsequent to the execution of this 6A Contract, of the provisions of Chapters 121A and 652, as both now amended and applicable, or the rules and regulations and standards prescribed by the Authority, shall not affect the Project.

10. Upon the expiration of the term of the Project's designation under Chapters 121A and 652 pursuant to the Amended Report and Decision or earlier termination of such designation, the Partnership shall pay or cause to be paid a so-called pro-forma tax to cover the time period between such expiration or termination and the date under which the Project becomes taxable pursuant to Chapter 59, which pro-forma tax shall be equal to the amount as set forth in Section 3 of this 6A Contract, for such period as if the Project had remained subject to Chapters 121A and 652. Such amount shall be payable on or before April 1 of the year following the end of the calendar year in which such designation expires or terminates.

11. No general or limited partner of the Partnership shall have any personal liability for the performance of the obligations of such Partnership under this 6A Contract.

12. This 6A Contract shall remain in effect for a period of 40 years from and after the Original Approval Date.

13. All notices or other communications given under this 6A Contract shall be in writing, signed on behalf of respectively the Partnership and the City, and shall be deemed delivered if mailed postage prepaid, or by hand delivery to the office of the party to which it is directed, which unless otherwise designated by written notice, shall be:

Partnership:

Ad/Temp-Dorchester Limited Partnership  
100 Commercial Street  
Portland, ME 04101  
ATTN: Christopher Poulin;

with a copy to:

Edward M. Doherty, Esq.  
50 Franklin Street  
Boston, MA 02110; and

City:

Commissioner of Assessing  
City of Boston Assessing Department  
City Hall, Room 301  
One City Hall Square  
Boston, MA 02201;

with a copy to:

Office of the Collector-Treasurer  
City of Boston  
City Hall  
One City Hall Square  
Boston, MA 02201  
Attn.: Chapter 121A Manager; and

Boston Redevelopment Authority  
One City Hall Square, 9<sup>th</sup> Floor  
Boston, MA 02201-1007  
Attn: Director

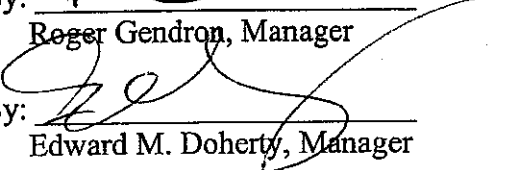
Either party may change its address or the person or entity the notices are to be sent to by giving notice to the other party.

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

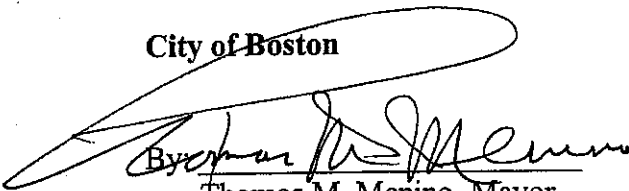
**Ad/Temp-Dorchester Limited Partnership**

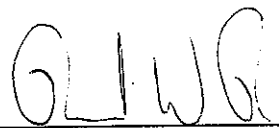
By: Ad/Temp-Dorchester LLC, General Partner

By:   
Roger Gendron, Manager

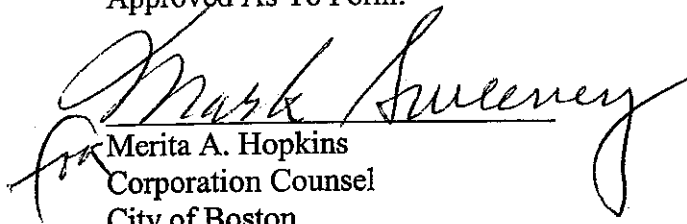
By:   
Edward M. Doherty, Manager

**City of Boston**

  
Thomas M. Menino, Mayor

By:   
Ronald W. Rakow  
Commissioner of Assessing

Approved As To Form:

  
Merita A. Hopkins  
Corporation Counsel  
City of Boston

ASSIGNMENT AND ASSUMPTION OF 6A CONTRACT  
(AdTemp Apartments)

This Assignment and Assumption of 6A Contract (this "Assignment") is made as of the 15<sup>th</sup> day of July, 2016, by and between Ad/Temp-Dorchester Limited Partnership, a Massachusetts limited partnership (the "Assignor") and AT-Dorchester Limited Partnership, a Massachusetts limited partnership (the "Assignee").

WHEREAS, the Assignee has requested the approval of the Boston Redevelopment Authority (the "Authority") pursuant to Chapter 121A of the Massachusetts General Laws for authorization and approval by the Authority for the acquisition by the Assignee from the Assignor of the existing housing development located at 445-447 Adams Street (PID 16-01116-000), 457 Adams Street (16-01131-000), Dorchester Avenue (PID 16-02973-000), 1840-1842 Dorchester Avenue (PID 16-02975-000), 11 Monsignor Patrick J. Lydon Way (PID 16-02976-000), and 15 Monsignor Patrick J. Lydon Way (PID 16-02977-000), all in Dorchester, Massachusetts, consisting of 4 buildings containing 76 units of housing for low-income families and individuals (the "Project");

WHEREAS, on or after the date that such acquisition is approved by the Authority, Assignor intends to convey the Project to Assignee; and

WHEREAS, the date the Project is conveyed to Assignee is hereinafter termed the "Effective Date";

NOW, THEREFORE, in consideration of One Dollar and 00/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers and assigns to the Assignee as of the Effective Date all of the Assignor's right, title and interest in and to that certain "Contract Between Ad/Temp-Dorchester Limited Partnership and the City of Boston Pursuant to Section 6A of Chapter 121A of the General Laws" dated November 17<sup>th</sup>, 2000, by and between Assignor and the City of Boston (the "6A Contract").

The Assignor agrees to defend with counsel approved by the Assignee, save harmless and indemnify the Assignee from and against all claims, demands, liabilities, costs and expenses under the 6A Contract arising or accruing prior to the Effective Date hereof.

The Assignee hereby accepts such assignment of the 6A Contract and hereby assumes all obligations of the Assignor under the 6A Contract arising or accruing from and after the Effective Date hereof, and hereby agrees to defend, with counsel approved by the Assignor, save harmless and indemnify the Assignor from and against all claims, demands, liabilities, costs and expenses under the 6A Contract arising or accruing from and after the Effective Date hereof.

Notwithstanding any contrary provisions hereof, the obligations of Assignor and Assignee hereunder shall be without recourse to any general or limited partner of Assignor or Assignee or any officer, director or member of any affiliate of Assignor or Assignee. In no event shall any general or limited partner or affiliate of Assignor or Assignee, or any officer, director or member of any affiliate of Assignor or Assignee, have any personal liability for the payment of any sum of money which is or may become payable hereunder or for the performance of any obligation hereunder.

All notices required pursuant to this Assignment and the 6A Contract shall be in writing and delivered by hand delivery or mailed postage prepaid, by registered or certified mail, addressed to the Assignee at c/o Silver Street Development, 33 Silver Street, Suite 200, Portland, Maine 04101 Attention: Christopher R. Poulin, or such place as the Assignee may designate by written notice to the Authority. Copies of any notice to the Assignee shall be sent to Edward M. Doherty, Esq., 50 Franklin Street, Boston, MA 02110.

This instrument may be executed in multiple counterparts, each of which shall constitute an original for all purposes.

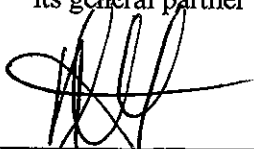
[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment under seal.

ASSIGNOR:

AD/TEMP-DORCHESTER LIMITED PARTNERSHIP

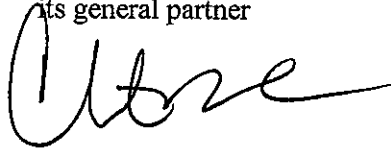
By: AD/TEMP-DORCHESTER, LLC,  
its general partner

By:   
Name: Roger Gendron  
Title: Manager

ASSIGNEE:

AT-DORCHESTER LIMITED PARTNERSHIP

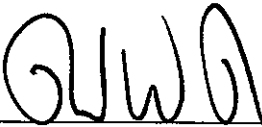
By: AT-DORCHESTER GP, LLC,  
its general partner

By:   
Name: Christopher Poulin  
Title: Manager

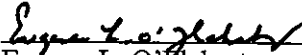
Consented to:

CITY OF BOSTON

By:   
Martin J. Walsh, Mayor

By:   
Ronald W. Rakow  
Commissioner of Assessing

Approved as to Form:

  
Eugene L. O'Flaherty  
Corporation Counsel, City of Boston 



## Assessing Department

Martin J. Walsh, Mayor

### MEMORANDUM

To: Eugene O'Flaherty, Corporation Counsel  
From: Ronald Rakowski, Commissioner, Assessing Department  
Date: June 27, 2016  
Re: Signature for Assignment & Assumption Agreements – Adams Templeton 121A Project

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Attached you will find four (4) copies of the Assignment and Assumption of 6A Contract agreement for the Adams Templeton Apartments 121A project in Dorchester. The subject properties, consisting of 4 buildings and 76 low income housing units, will be conveyed by the current owner, Ad/Temp-Dorchester Limited Partnership, to AT-Dorchester Limited Partnership, a related entity. The new owner will assume the current 6A agreement for the Adams Templeton Apartments 121A project in its current form until project termination on 5/12/2020 with no change in the annual payment terms.

The current owner is transferring the project to a related entity in order to allow the new owner to obtain a mortgage from MassHousing and use equity to finance the acquisition and renovation of the 121A project. The cost of the proposed improvements, which include façade repair, new elevators, ADA upgrades, roof replacements, new windows, HVAC, and electrical upgrades, is expected to be \$4,000,000.

The use of the Project will remain as rental housing for elderly and handicapped persons with income less than or equal to 60% of the area median income, and all present tenants will be eligible to remain as tenants. The existing Housing Assistance Payments (HAP) contract expires in July 2031. However, as part of this refinance, the Developer has requested a new 20-year Section 8 commitment from the Department of Housing and Urban Development.

Should you have any questions please contact me at (617) 635-4264 or Matt Englander at (617) 635-4797.