

Contract Required by Section 6A  
Of Chapter 121A of the General Laws

AGREEMENT made this 28<sup>th</sup> day of December, 1983, by and between Rogerson Beacon Associates, a Massachusetts limited partnership, having its main office at 434 Jamaica Way, Boston, Massachusetts 02130 (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.

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 May 24, 1982 (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 involving the acquisition, rehabilitation, operation and maintenance of a 143-unit hotel for use as apartments for low and moderate income elderly individual men and women, said project being more particularly described in the Application (the "Project"); and

WHEREAS, the Authority approved the Project by a vote on August 5, 1982; and

WHEREAS, the Mayor of the City of Boston approved the aforementioned vote of the Authority on August 16, 1982; 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 August 23, 1982;

NOW THEREFORE:

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

a. The Owner shall 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. The Owner shall 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. The Owner shall pay to the Commonwealth of Massachusetts with respect to each year that this Agreement is in full force and effect, the urban redevelopment excise tax required under Section 10 of said Chapter 121A.

d. The Owner shall pay to the City of Boston with respect to each of the calendar years this Agreement is in effect as hereinafter defined in Paragraph 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 tax payable for such calendar year pursuant to Section 10 of said Chapter 121A.

- (i) With respect to the period from initial loan closing on the Project until completion of the Project, as hereinafter defined, payments under this Agreement shall be the amount by which \$1,192.00 per month exceeds the said excise tax. In addition to such payment, the Owner shall pay to the City ten (10%) percent of gross residential income from the Project, as hereinafter defined, with respect to such period. For purposes of the Agreement, the phrase,

"Completion of the Project" means a certification of 100% completion from the appropriate funding source, or occupancy of 90% of the dwelling units in the Project, whichever occurs first.

- (ii) For the portion of the calendar year next following completion of the Project, and for the next two (2) full calendar years thereafter, the Owner shall pay twelve (12%) percent of the gross residential income from the Project, from rental of units subsidized under the Section 8 program.
- (iii) Commencing in the third calendar year next following completion of the Project, the percentage of gross rental income payable to the City from Section 8 units shall be increased to thirteen (13%) percent. Commencing in the sixth calendar year next following completion, the percentage of gross rental income payable to the City from Section 8 units shall be increased to fourteen (14%) percent, and in the ninth calendar year and for all remaining years during the term of this Agreement to fifteen (15%) percent.

For purposes of this paragraph, gross rental income shall mean 80% of all income received by the Owner

with respect to such Section 8 units, from whatever source derived, including all income received from the Section 8, subsidy program.

- (iv) Owner's obligation to make payment of any increased percentage above twelve (12%) percent from Section 8 income shall be conditional upon approval and funding of a special rent adjustment by the U.S. 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 make its best efforts to secure.
- (v) Notwithstanding the above, subsequent to the calendar year in which the Owner shall have paid to the City twelve (12%) percent of gross rental income from the Section 8 units, if HUD shall not have approved and funded any percentage of such rental income payable to Owner in excess of twelve (12%) percent, the Owner shall nevertheless pay to the City so much of such increased percentage of rental income 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.

- (vi) Commencing upon completion, the Owner shall in addition pay to the City seventeen (17%) percent of the gross rental income from "rent moderated units" as hereinafter defined and twenty (20%) percent from the gross rental income of all market rate units.

For purposes of this paragraph, gross rental income shall mean 80% of all income received by the Owner with respect to such "rent moderated units" from whatever source derived; including all income received from investment of the syndication proceeds and "Endowment" proceeds as described in subparagraph (b) below.

- (vii) Commencing upon completion, the Owner shall in addition pay the City twenty (20%) percent from gross rental income of all market rate units.

For purposes of this paragraph, gross rental income shall mean all income received by the Owner with respect to such market rate units from whatever source derived.

Notwithstanding the above, for the first year, or portion thereof, following completion and for the next four years (through year 5), the percentage of gross rental income payable from rent moderated and market rate units shall be reduced to 13.5%, provided the Owner has implemented a successful "rent moderation program" as evidenced by the following:

- a. Investment by the Owner in a form satisfactory to the BRA of net syndication proceeds with the income earned by such investment applied toward rent moderation.
- b. Investment in a form satisfactory to the BRA of the proceeds of the Private Endowment contemplated for the Project in an amount of

approximately \$1,500,000 with the income earned by such investment applied toward the Project expenses of mortgage loan payments and rent moderation.

- c. The establishment by the Owner, with the approval of the BRA, of satisfactory guidelines for the selection of tenants occupying the rent moderated units.
- d. Subject to the Owner entering into a 15 year lease with Massachusetts General Hospital, upon terms and conditions satisfactory to the Boston Redevelopment Authority for 15 units.

(viii) In addition to the tax payment schedule outlined above on the residential component of the project, the Owner will make payments in lieu of taxes on gross rental income received from all retail/commercial space leased on the property based on the following schedule:

Commencing in the first calendar year after completion, and for the two years thereafter, twenty-three (23%) percent of gross rental income



from all retail/commercial space leased on the property.

The rate will increase to twenty-six (26%) percent in the third (3rd) year after completion, twenty-nine (29%) percent in the seventh (7th) year and thirty (30%) percent in the ninth (9th) year and each year thereafter until the end of this Agreement.

Without limiting the foregoing, it is the intent of the parties hereto that the Owner shall for any calendar year discharge its contractual obligation pursuant to this Agreement 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 due. Any overpayment applicable to one calendar year shall, at the election of the City be either refunded or applied to reduce the payment due in the succeeding calendar years except that with respect to the last calendar year in which the Project

shall be subject to this Agreement, any overpayment by the Owner shall be refunded by the City. For purposes of this Agreement, 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 for any period during which this Agreement is in effect, whether assessed to Owner or to any predecessor in title of the Project.

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, the applicable amount stated in or computed in accordance with the preceding paragraphs of this Agreement shall be reduced by the amount of such additional excise or tax.

e. The Owner shall 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 Agreement is in effect a statement of the income and expenses of the Project and the amounts invested in the Project.

f. The Owner shall 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 Agreement 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 Owner, 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. If the Owner fails to submit the audited report required by Paragraph 1f, or if the City or the Authority have reasonable cause to be dissatisfied with such audited report, the City and/or the Authority may make an annual audit of all financial records pertaining to the operations of the Project and may 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 on or misrepresented collection from the Project, relative to its payments under the Agreement, the Owner shall pay

all arrearages plus interest on that amount owned the City (with interest rate equal to the rate charged in delinquent property tax accounts by the City's Assessing Department), and in addition shall pay and/or reimburse the City for all expenses incurred as a result of such withholding or misrepresentation.

3. The undersigned, Assessing Department of the City of Boston, pursuant to the authority conferred upon it by Section 10 of Chapter 121A of the General Laws, hereby determines that the following shall be the maximum fair cash value of the Project, and agrees that the values certified to the Department of Revenue and to the Owner pursuant to said Section 10 shall not exceed the maximum fair cash values herein set forth:

For assessing date (1/1/83):	\$ 80,000.00
For assessing date (1/1/84):	\$3,500,000.00
For assessing date (1/1/85):	\$5,500,000.00 —
For assessing date (1/1/86):	\$4,500,000.00
For assessing date (1/1/87):	\$4,900,000.00

The parties acknowledge that if the fair cash value of the Project has not yet been determined, the Assessing Department of the City of Boston shall determine the fair cash value of the Project pursuant to Massachusetts General Laws Chapter 121A, Section 10, without reference to any other provisions of this Agreement.

4. The obligations of the Owner under this Agreement 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 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 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, this Agreement may, upon such transfer, be assignable to a transferee or may be terminated, all in accordance with the provisions of said section, 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 Agreement 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 Agreement 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 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.

8. The term of this Agreement shall be for a period that is coterminous with the U.S. Department of Housing and Urban Development's Section 8 Subsidy Program for the Project or any similar or successor subsidy program. In the event that the

Project ceases to be subsidized under the said program, then this Agreement shall be amended to reflect this change.

9. No general or limited partner of the Owner shall have any personal liability for the performance of the obligations of the Owner hereunder.

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

By Rogerson Beacon Associates, a  
Massachusetts Limited Partnership

By Rogerson Beacon Corporation,  
a Massachusetts corporation

By *John Finley, III*  
John Finley, III, President

ASSENTED TO:

By *[Signature]*  
Commissioner of Assessing

CITY OF BOSTON

By *Kevin H. White*  
Kevin H. White, Mayor

APPROVED AS TO FORM:

By *[Signature]* 12/19/83  
Corporation Counsel

Revised: 10/7/82

AGREEMENT BETWEEN THE CITY OF BOSTON  
AND BEACON HOUSE ROGERSON LIMITED PARTNERSHIP  
PURSUANT TO CHAPTER 121A, SECTION 6A OF  
THE MASSACHUSETTS GENERAL LAWS

BEACON HOUSE APARTMENTS CHAPTER 121A PROJECT

This AGREEMENT (the "Agreement") is made as of this 18 day of June 2014, by and between **BEACON HOUSE ROGERSON LIMITED PARTNERSHIP**, a Massachusetts limited partnership organized under General Laws Chapter 109 and subject to General Laws Chapter 121A ("Chapter 121A") and the Acts of 1960, Chapter 652 ("Chapter 652"), both as amended to date (the "Partnership"), and the **CITY OF BOSTON**, a municipal corporation of the Commonwealth of Massachusetts (the "City") acting pursuant to General Laws Chapter 121A, Sections 6A and 10 and every other power and authority.

**WITNESSETH THAT:**

**WHEREAS**, on July 15, 1982, the Boston Redevelopment Authority (the "Authority") voted to adopt a Report and Decision (the "Original Report and Decision"), on the Project (as defined herein). Such vote was approved by the Mayor of the City of Boston (the "Mayor") on August 16, 1982 and the vote as approved was filed with the Clerk of the City of Boston (the "City Clerk") on August 23, 1982. By the Original Report and Decision, Rogerson Beacon Associates Limited Partnership, a Massachusetts limited partnership (the "Original Owner"), was designated as the Chapter 121A entity to own, operate and manage the Project; and

**WHEREAS**, on March 18, 2007, the Original Owner and the Authority entered into a Confirmatory Regulatory Agreement pursuant to Chapter 121A, Section 18C (the "Original Regulatory Agreement"). On December 28, 1983, the Original Owner and the City entered into a Chapter 121A Section 6A Contract (the "Original Section 6A Contract"); and

**WHEREAS**, on September 23, 2013, the Authority voted to adopt a First Amendment to Report and Decision on the Project (the "First Amendment"), such vote was approved by the Mayor on September 20 2013 and the vote as approved was filed with the Clerk of the City of Boston on October 4, 2013;

**WHEREAS**, on March 13, 2014, the Authority by vote adopted an Amendment to Report and Decision (the "Second Amendment", and together with the Original Report and Decision and the First Amendment, the "Report and Decision") which vote approved the Application for Approval Pursuant to General Laws Chapter 121A, Section 18C for the Transfer of the Previously Approved and Developed Beacon House Apartments Chapter 121A Project and for Consent to Form an Urban Redevelopment Limited Partnerships for the Purpose of Acquiring,



Rehabilitating and Continuing the use of Beacon House Apartments as Affordable Housing (the "Transfer Application"). Such vote was approved by the Mayor on March 14, 2014 and as so approved, filed with the City Clerk on March 18, 2014 (the "Approval Date"), and such approval became final and binding pursuant to the provisions of Chapters 121A and 652. The Second Amendment authorized the (i) formation of the Partnership as a new urban redevelopment limited partnership, (ii) the transfer of the Project (as defined below) to the Partnership; and (iii) the execution of this Agreement which shall replacement of the Original 6A Contract; and

**WHEREAS**, the project involves the acquisition and rehabilitation of the residential apartment complex known as Beacon House Apartments, located at 32 Joy Street, ward 03, parcel 00168/000, in the Beacon Hill District of the City of Boston, Suffolk County, Massachusetts (the "Project"). Beacon House Apartments primarily serves elderly residents and consists of one building containing ground floor commercial space and a total of one hundred thirty-five (135) rental apartment units. Of the 135 units, 85 are subsidized under the United States Department of Housing and Urban Development ("HUD") Section 8 program (the "Section 8 Units"), 32 are moderate-income units (the "Moderate Units"), and 18 are leased by Massachusetts General Hospital ("MGH") and occupied by patients of MGH and their families (the "MGH Units"). In addition to the apartment units the Project includes commercial space on the ground level of the building (the "Commercial Units"); and

**WHEREAS**, in accordance with the Report and Decision, as amended, the Partnership will enter into a new Regulatory Agreement with the Authority with respect to the development of the Project (the "Regulatory Agreement"); and

**WHEREAS**, in accordance with the Report and Decision, as amended, the Partnership and the City desire to enter into this Agreement pursuant to Sections 6A and 10 of Chapter 121A for payments in-lieu-of taxes with respect to the Project, which shall supersede and replace the Original 6A Contract; and

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Operation of the Project.** The Partnership shall carry out the Project in accordance with, and subject to, the provisions of Chapters 121A and 652, the provisions of the Report and Decision, and the provisions of the Regulatory Agreement with the Authority, as it may be amended from time to time.

2. **Term.** Notwithstanding the Approval Date, this Agreement shall not become effective until the date of execution of the Deed conveying the Beacon House property from the Original Owner to the Partnership and the recording thereof with the Suffolk County Registry of Deeds (the "Effective Date") and shall remain in effect until June 30, 2022, unless sooner terminated. The Partnership shall notify the Authority and the Commissioner of Assessing of the City (the "Commissioner of Assessing") of said recording date, accompanied by a copy of the recorded document.

3. **Excise Tax Payments.** 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 Agreement is in effect and applicable, the Urban Redevelopment Excise Tax required under Chapter 121 A, Section 10, as amended from time to time (the "**Excise Tax**").

4. **6A Contract Payments.**

- a. *Amount:* Beginning with Calendar Year 2014, and for each calendar year, or portion thereof, thereafter, the Partnership shall pay to the City an amount (the "**6A Payment Amount**") equal to the sum of:
  - i. *Section 8 Units.* 8% of the aggregate income received by the Partnership for the Section 8 Units, from whatever source derived; plus
  - ii. *Moderate Units.* 8% of the aggregate income received by the Partnership for the Moderate Units, from whatever source derived; plus
  - iii. *MGH Units.* 8% of the aggregate income received by the Partnership for the MGH Units, from whatever source derived, provided however that if at any point MGH does not renew its lease for the MGH Units and the MGH Units are leased to market tenants, the calculation shall change to 12% of the aggregate income received by the Partnership for the MGH Units, from whatever source derived; plus
  - iv. *Commercial Units.* 15% of the aggregate income received by the Partnership for the Commercial Units, from whatever source derived; less
  - v. amounts actually paid under Section 10 of chapter 121A to DOR.
- b. *Due Date:* The Partnership shall pay to the City the 6A Contract Payment on or before April 1 following the end of each calendar year for which such payment is due.
- c. *Partial Payments:* 6A Contract Payments shall be equitably pro rated for any partial year during the term set forth in Section 2. With respect to any period in Calendar Year 2014 prior to the Partnership's acquisition of the Beacon House property, the Original Owner shall pay the City the 6A Payment Amount pursuant to the terms of this Agreement.
- d. *Late Payments:* Late 6A Contract Payments and Gap Payments, or any portion thereof, shall bear interest at the rate charged for delinquent real estate accounts by the City's Collector-Treasurer pursuant to General Laws, Chapter 60, as amended from time to time. The City shall have all of the same rights and remedies available to it for the collection of delinquent real estate taxes for the collection

of any payments due under this Agreement in the event the Partnership breaches its duty to pay.

5. **Gap Payments.** Upon the termination of this Agreement the Partnership shall pay or cause to be paid a gap payment to cover the time period between the termination date and the date the Project becomes taxable pursuant to General Laws, Chapter 59. The gap payment shall be equal to the 6A Contract Payment that would have been made for such period if the Project had remained subject to this Agreement. The gap payment for the balance of the calendar year during which this Agreement terminates shall be payable on or before April 1 of the year following the year in which this Agreement terminates. Such amount for the first six (6) months of the year following the year in which this Agreement terminates shall be payable on or before June 30 of the year following the year in which this Agreement terminates. The Project thereafter shall not be subject to the obligations of Chapter 121A, enjoy the rights and privileges thereunder, or be subject to the terms, conditions, and obligations of this 6A Contract; provided, however, the deviations and permissions granted by the Authority pursuant to the Report and Decision shall survive such termination and shall remain in effect.

6. **Overpayments.** Any Overpayment (as defined below) applicable to a calendar year, or portion thereof, shall at the election of the City, be either refunded or applied to reduce the payments due in succeeding calendar years, except with respect to the last calendar year, or portion thereof, in which the Project shall be subject to this Agreement, any Overpayment by the Partnership shall be refunded by the City. For purposes of this Agreement, an "Overpayment" shall include the following, to the extent that they exceed collectively the 6A Payment Amount: (i) any amounts paid by the Partnership to the City as real estate taxes pursuant to Chapter 59; (ii) any amounts paid by the Partnership under Chapter 121A, Section 15; and (iii) any amounts paid by the Partnership to the Commonwealth of Massachusetts, or any political subdivisions thereof, under any general or special law, as an excise or tax measured by its income from or investment in the Project, not including the excise prescribed by Chapter 121A, Section 10. If the Overpayment is due to the Partnership's failure to provide the financial information required by this contract or to the Partnership's intentional provision of misleading financial information then no refund will be issued and the Overpayment will not be applied to reduce payments due in succeeding calendar years.

7. **Delivery and Examination of Financial Statements.**

- a. The Partnership shall file with the Commissioner of Assessing and the Authority by February 10 following the end of each calendar year during which this Agreement is in effect: (a) a statement of income and expenses for the Project during the preceding calendar year, or portion thereof, a (b) a Declaration of Liability Return Valuation, a form made available by the Assessing Department.
- b. The Partnership shall file with the Commissioner of Assessing, the Collector-Treasurer of the City ("Collector-Treasurer") and the Authority by April 1 following the end of each calendar year during which this Agreement is in effect the following: (a) a Declaration of Liability Form, a form made available by the

Collector-Treasurer; (b) an audited report, prepared by a Certified Public Accountant, consisting of a statement of all rental and other income, operating costs, a statement of profit and loss, a balance sheet, and a statement of disposition of funds for the preceding year; and (c) a certified copy of the Partnership's Excise Tax Return as submitted to DOR.

- c. The Partnership hereby authorizes the Commissioner of Assessing, or a representative of the Commissioner designated in writing, to examine from time to time all urban redevelopment excise tax returns and attachments thereto filed by the Partnership with the DOR. No further evidence of this authorization shall be required. In addition, the Partnership shall provide to the City a copy of any filing made to the DOR within 30 days of such filing. For all payments made to the DOR, the Partnership will provide a detailed breakdown indicating what portions of the payment, if any, were for penalties or interest, including the ward and parcel number to which those payments were applied.
- d. The maximum "fair cash value" for the Project to be determined annually by the Assessing Department and certified to DOR under Chapter 121 A, Section 10, the second and seventh paragraphs thereof, commencing in calendar year 2014 or portion thereof and succeeding calendar years, or portions thereof, thereafter shall be the amount which when used in calculating the Excise Tax under the applicable statutory formula produces an Excise Tax equal to or less than the 6A Contract Payment defined in Section 4 above.

8. **Determination of Fair Cash Value.** During the term specified in Section 2, the City of Boston Assessing Department shall determine the fair cash value of the Project in accordance with Section 10 of Chapter 121A; provided, however, that if the Partnership does not file with the Commissioner of Assessing the financial information set forth in Section 7 of this Agreement, the Assessing Department, at the option of the Commissioner of Assessing, may determine the "fair cash value" without regard to the limitations set forth in Section 9 of Chapter 121 A. Upon the request of the Partnership, and based on reasonable cause, the Commissioner of Assessing may extend the time period for filing the information required by Section 7.

9. **Amendments to Chapter 121A or Rules and Regulations.** The Partnership and the City agree that any amendment, subsequent to the execution of this Agreement, of Chapter 121A, except for Section 10, and Chapter 652 and the rules, regulations and standards prescribed by the Authority, which otherwise might be applicable to the Project, shall not affect the same.

10. **Notices.** All notices required pursuant to this Agreement shall be in writing and delivered by hand delivery or mailed postage prepaid, by registered or certified mail, addressed as follow:

Partnership:

Beacon House Rogerson Limited Partnership

c/o Rogerson Communities  
One Florence Street  
Roslindale, Massachusetts 02131  
Attn: James F. Seagle, Jr.

With a copy to: Nixon Peabody LLP  
100 Summer Street  
Boston, MA 02110  
Attn: Jeffrey W. Sacks, Esq.

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

A different address may be designated by each party by giving written notice to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the U.S. Postal Service.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

12. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. **Governing Law.** Notwithstanding anything to the contrary, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts and any suit, claim or action shall be brought in Suffolk County.

14. **Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons and circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

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

**BEACON HOUSE ROGERSON LIMITED PARTNERSHIP**, a Massachusetts limited partnership

By: Beacon House Corporation, Inc., its general partner

By: Meredith P. Clapp  
Name:  
Title: President

**CITY OF BOSTON**

By: [Signature]  
Martin J. Walsh, Mayor

By: [Signature]  
Ronald W. Rakow, Commissioner of Assessing

Acknowledged and agreed with respect to Section 4.c

**ROGERSON BEACON ASSOCIATES LIMITED PARTNERSHIP**, a Massachusetts limited partnership

By: Rogerson Beacon Corp., its general partner

By: Meredith P. Clapp  
Name:  
Title: President

Approved as to form by:

[Signature]  
Corporation Counsel