

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

AGREEMENT made this 28th day of December, 1983, by and between DIMOCK-BRAGDON ASSOCIATES, a Massachusetts limited partnership, having its main office at 620 Centre Street, Jamaica Plain, 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 June 29, 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 rehabilitation, operation, and maintenance of a 54-unit housing development for low and moderate income families and individuals, said project being more particularly described in the Application (the "Project"); and

WHEREAS, the Authority approved the Project by a vote on September 16, 1982; and

WHEREAS, the Mayor of the City of Boston approved the aforementioned vote of the Authority on September 23, 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 September 24, 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 \$450.00 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 (including subsidy) 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 ten (10%) percent of the gross residential income from the Project, as hereinafter defined.

Notwithstanding the foregoing, the parties hereto agree that with respect to the portion of the calendar year next following completion of the Project and for each of the two (2) calendar years next following the completion of the Project, the Owner shall be obligated to pay to the City an "additional" two (2%) percent of gross residential income, reduced to the extent that the Project suffers an operating loss by virtue of this obligation. However, to the extent that the Project cannot generate sufficient revenues to cover the additional two (2%) percent, the general partner of Dimock-Bragdon Associates hereby agrees to guarantee payment to the City of Boston an amount equal to that generated by an additional two (2%) percent of gross residential income from the Project, as part of the

payment in-lieu of taxes under this 6A Contract during the aforesaid two (2) year period.

- (iii) Commencing in the third calendar year next 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 paid by the Owner shall be increased by one (1%) percent until the Project is paying a maximum of fifteen (15%) percent of gross residential income.
- (iv) Notwithstanding the above, the 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 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 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 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, the 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, "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 U.S. Department of Housing and Urban Development, pursuant

to Section 8 of the Housing Act of 1937, as amended, or any similar successor subsidy program.

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):	\$ 10,000.00
For assessing date (1/1/84):	\$1,300,000.00
For assessing date (1/1/85):	\$3,000,000.00
For assessing date (1/1/86):	\$3,000,000.00
For assessing date (1/1/87):	\$3,000,000.00

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 Dimock-Bragdon Associates,
a Massachusetts Limited
Partnership.

By Dimock-Bragdon Housing,
Inc., a Massachusetts
corporation.

By *Paul H. Hays*

CITY OF BOSTON

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

ASSENTED TO:

By *[Signature]*
Commissioner of Assessing

APPROVED AS TO FORM:

By *[Signature]* 12/29/83
Acting Corporation Counsel

Revised: 10/7/82

AMENDED AND RESTATED CONTRACT BETWEEN
CDB LIMITED PARTNERSHIP
AND THE CITY OF BOSTON
PURSUANT TO SECTION 6A OF CHAPTER 121A OF THE
MASSACHUSETTS GENERAL LAWS

(Dimock-Bragdon Apartments Chapter 121A Project)

This Amended and Restated Contract (this "Contract") Pursuant to Sections 6A of Chapter 121A of the Massachusetts General Laws is made as of May 9, 2017, pursuant to Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of the Commonwealth of Massachusetts, by and between CDB Limited Partnership, a Massachusetts limited partnership ("Owner") and the City of Boston, a municipal corporation of The Commonwealth of Massachusetts (the "City").

RECITALS

WHEREAS, Dimock-Bragdon Limited Partnership, formerly known as Dimock-Bragdon Associates, a Massachusetts limited partnership (the "Original Applicant"), filed with the Boston Redevelopment Authority (the "Authority") an application dated June 29, 1982 (the "Original Application"), under the provisions of Chapter 121A of the Massachusetts General Laws and Chapter 652 of the Massachusetts Acts of 1960, both as amended (collectively, "Chapter 121A"), for approval of the Dimock-Bragdon Apartments Chapter 121A Project (the "Project"), more particularly described in the Original Application; and

WHEREAS, the Authority voted to approve the undertaking of the Project in a certain Report and Decision adopted by the Authority on September 16, 1982, such vote was approved by the Mayor of the City of Boston (the "Mayor") on September 23, 1982, and the vote, as so approved, was filed with the Clerk of the City of Boston (the "City Clerk") on September 24, 1982 (the "Initial Report and Decision"), which Initial Report and Decision was amended by that certain First Report and Decision Amendment on Dimock-Bragdon Apartments Chapter 121A Project adopted by the Authority on December 4, 2008 (the "First Report and Decision Amendment"), which First Report and Decision Amendment was approved by the Mayor on December 12, 2008, and which First Report and Decision Amendment as so approved was filed with the City Clerk on December 16, 2008; and

WHEREAS, on December 28, 1983 the Original Applicant and the City entered into the Original 6A Contract; and

WHEREAS, on November 6, 2015 the Original Applicant, the Owner and DB Donation Limited Partnership (the "Interim Owner") filed with the Authority an "Application for Approval Pursuant to Massachusetts General Laws Chapter 121A of the Transfer of the Previously Approved and Developed Dimock-Bragdon Apartments Chapter 121A Project" seeking the Authority's approval of the transfer of the Project to the Interim Owner and the immediate retransfer of the Project from the Interim Owner to the Owner (the "Transfer Application"); and;

WHEREAS, on November 10, 2015, the Authority approved the "Second Amendment to Report and Decision on the Dimock-Bragdon Apartments Chapter 121A Project for the Approval, under Massachusetts General Laws, Chapter 121A and the Acts of 1960, Chapter 652, both as amended, of the

Transfer of the Previously Approved and Developed Dimock-Bragdon Apartments Chapter 121A Project, and Consent to the Formation of CDB Limited Partnership as a New Urban Redevelopment Limited Partnership Pursuant to said Chapter 121A and Chapter 652 for the Purpose of Acquiring and Carrying Out of Such Project and Related Matters” (the “Second Report and Decision Amendment”). The Second Report and Decision Amendment approved the Transfer Application and the transfer of the Project and the formation of a new urban redevelopment limited partnership for the purpose of acquiring and continuing the use of the Project as affordable housing for low-income households. Collectively, the Initial Report and Decision, the First Report and Decision Amendment, and the Second Report and Decision Amendment are the “Amended Report and Decision”; and

WHEREAS, in connection with the Second Report and Decision Amendment, the Authority approved the acquisition by the Owner of that certain residential rental development located at 5 to 17 Cleaves Street, Jamaica Plain, Boston, MA 02119 (the “Non-Project Property”), subject to certain terms and conditions set forth therein; and

WHEREAS, the Owner and the Authority on or near the date hereof have entered into that certain Dimock-Bragdon Apartments Regulatory Agreement as Required under the Provisions of Chapter 121A, Section 18C of the Massachusetts General Laws (the “Regulatory Agreement”) in order to further effectuate the provisions of the Amended Report and Decision; and

WHEREAS, the Original Applicant conveyed the Project to the Interim Owner by deed dated December 22, 2015 and recorded on that date at the Suffolk Registry of Deeds (the “Registry”) in Book 55502, Page 117. Pursuant to that certain Assignment and Assumption of Contract Required by Section 6A of Chapter 121A of the General Laws dated to be effective December 29, 2015, the Original Applicant assigned and Interim Owner assumed all of the Original Applicant’s rights, duties and obligations under the Original 6A Contract; and

WHEREAS, the Interim Owner conveyed the Project to the Owner by deed dated December 29, 2015 and recorded on that date at the Registry in Book 55548, Page 284. Pursuant to that certain Assignment and Assumption of Contract Required by Section 6A of Chapter 121A of the General Laws dated to be effective December 29, 2015, the Interim Owner reassigned and the Owner assumed all of the Interim Owner’s rights, duties and obligations under the Original 6A Contract; and

WHEREAS, the Owner and the City desire to amend and restate the Original 6A Contract to adjust the amount of the annual payments to be made to City and for certain other purposes stated herein.

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 hereby agree as follows:

1. Operation of the Project.

(a) The Owner shall carry out the Project by rehabilitating, maintaining, and managing the same in accordance with the Amended Report and Decision, 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.

(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.

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

3. 6A Contract Payments.

(a) *Amount:* Beginning with Calendar Year 2016, and for each calendar year, or portion thereof, during the term of this Contract, the Owner will pay to the City an amount (the "Contract Amount") equal to twelve percent (12%) of the Project's Gross Residential Income. For purposes of this Contract, the term "Gross Residential Income" shall mean the aggregate of the gross income received solely by the Project from whatever source derived, including but not limited to the occupants of the Project, and all income received by the Owner in connection with the Project pursuant to a Housing Assistance Payments Contract with the U.S. Department of Housing and Urban Development ("HUD") under Section 8 of the Housing Act of 1937, as amended, or any similar successor subsidy program or equivalent state program.

Notwithstanding any other provision of this Contract, the Owner shall have no obligation to pay as part of the Contract Amount any portion of income resulting from the operation of the Non-Project Property. The Owner shall keep the financial accounts for the Project separate and apart from any other activities, including any activities in connection with the Non-Project Property. The Non-Project Property, and personal property of the Owner not located at the Project, shall not have the benefit of any of the tax exemptions under Chapter 121A and shall be subject to real estate taxes under Chapter 59 of the Massachusetts General Laws. If, at any point during the term of this agreement, it is determined that the 121A tax exemption applies to anything other than the Project, the Owner agrees to pay, in addition to the Excise Tax Payments and the 6A Contract Payments noted above, an amount equal to the chapter 59 taxes that would be due and payable for said additional property.

(b) *Due Date:* Payments to the City shall be made by no later than April 1 following the end of each calendar year for which such a payment is due. Late payments shall bear interest at the rate equal to the rate charged for delinquent real estate accounts by the City. Payments of amounts due hereunder shall be equitably pro-rated for any partial year during the periods set forth in this Section 3.

(c) *Late Payments:* Late Contract Amounts and late payment of the Pro-Forma Tax payment described in Section 8, or any portion thereof, shall bear interest at the rate allowed for in G.L. c. 60, as amended from time to time. Furthermore, all amounts payable pursuant to this 6A Contract, if unpaid, shall be collectable in accordance with M.G.L. chapters 60 and 121A, sections 6A and 18D, respectively.

4. Delivery and Examination of Financial Statements.

(a) the Owner shall file with the Commissioner of Assessing by February 10 following the end of each calendar year during which this Contract is in effect: (i) a statement of income and expenses

for the Project during the preceding calendar year, or portion thereof, and (ii) a Declaration of Liability Return Valuation on a form made available by the Assessing Department.

(b) the Owner shall file with the Commissioner of Assessing, and the Collector-Treasurer by April 1 following the end of each calendar year during which this Contract is in effect the following: (i) a Declaration of Liability Form, a form made available by the Collector-Treasurer; (ii) 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 (iii) a certified copy of the Owner's Excise Tax Return as submitted to DOR.

(c) The Owner 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 Owner with the DOR. No further evidence of this authorization shall be required. In addition, the Owner 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 Owner 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.

5. 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 Contract, any Overpayment by the Owner shall be refunded by the City. For purposes of this Contract, an "Overpayment" shall include the following, to the extent that they exceed collectively the Contract Amount: (a) any amounts paid by the Owner for the Project to the City as real estate taxes pursuant to Chapter 59; (b) any amounts paid by the Owner for the Project under Chapter 121A, Section 15; and (c) any amounts paid by the Owner 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 Owner's failure to provide the financial information required by this Contract or to the Owner'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.

6. Determination of Fair Cash Value. The Assessing Department hereby determines, in accordance with the seventh paragraph of Section 10 of Chapter 121A, that the fair cash value of the real and personal property constituting the Project, as of each January 1 following the Effective Date through and including January 1 of the year next following the year in which the Owner's property tax exemption for the Project under Chapter 121A terminates, shall be an amount which, when used in the computation of the Excise Tax for or with respect to the previous calendar year, would not result in an Excise Tax greater than the Contract Amount due for such prior calendar year. The Assessing Department agrees to certify as to each of the foregoing fair cash value dates and amounts to 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.

7. Pre-Conditions to Obligations of the Owner. The obligations of the Owner under this Contract and the Transfer Application are conditioned in all respects upon the Project remaining exempt from taxation under Section 10 of Chapter 121A.

8. Termination of Contract. This Contract shall remain in full force and effect for the term identified in Section 12 below. Notwithstanding the foregoing, upon the termination of this Contract as to the Project, the Owner shall pay or cause to be paid a pro-forma tax to cover the time period between such termination of this Contract and the period under which the Project becomes taxable pursuant to General Laws, Chapter 59 (the "Pro Forma Tax"), which Pro-Forma Tax shall be equal to the Contract Amount for such period if the Project had remained subject to this Contract. Such amount for the balance of the calendar year during which this Contract terminates shall be payable on or before April 1 of the year following the year in which this Contract terminates. Such amount for the first six months of the year following the year in which this Contract terminates shall be payable on or before June 30 of the year following the year in which this Contract 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 Contract as provided in Chapter 121A, provided, however, as set forth in paragraph 10 of the Transfer Application, the deviations and permissions granted by the Authority pursuant to the Original Report and Decision or the Approval shall survive such termination and shall remain in effect.

9. Amendments to Chapter 121A or Rules and Regulations. the Owner and the City agree that, without mutual consent, any amendment subsequent to the delivery of this Contract of any of the provisions of Chapter 121A of the General Laws or of Chapter 652 of the Acts of the 1960, as amended to date, or of the Rules, Regulations and Standards now applicable to the Project shall not affect this Contract.

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

Owner: CDB Limited Partnership
c/o Urban Edge Housing Corporation
1542 Columbus Avenue, Roxbury, MA 02119
Attention: Chief Executive Officer

With a copy to: Klein Hornig LLP
101 Arch Street, Suite 1101
Boston, MA 02110
Attention: Henry Korman

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. Successors and Assigns, Liability. The provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each and every

obligation and condition contained in this Contract, in the Approval or in any agreement or undertaking related to the Approval is and shall be construed to apply only to the Project. The liability of the undersigned shall be limited solely to its interest in the Project and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the the Owner or its successors or assigns, or any person or entity directly or indirectly holding any interest in any of the foregoing from time to time, shall have or be subject to any personal liability hereunder. After any termination under Chapter 121A as to the Project, or transfer of the Project to another party, or termination or transfer of any portion thereof, each in accordance with the Approval by the Authority or as otherwise approved by the Authority, the Owner shall no longer be subject to the obligations hereof and shall have no further liability hereunder with respect to the Project or such portion of the Project, as the case maybe, the City agreeing to look solely to such transferee.

12. Term of Contract. The term of this Contract shall commence on January 1, 2016 (the "Effective Date") and expire on September 16, 2022, the fortieth (40th) anniversary of the issuance of the Authority's Initial Report and Decision, subject to any rights of the Owner to seek termination of the status of the Project as a Chapter 121A project as provided by law.

13. Use Restrictions. Pursuant to Section 7 of the Regulatory Agreement, the Owner has agreed to operate the Project in accordance with the Use Restrictions set forth in Section 6 of the Second Report and Decision Amendment. The Owner hereby acknowledges and agrees that if at any time prior to the expiration of the term of this Contract such Use Restrictions are extinguished or terminated as a result of the foreclosure of any mortgage encumbering the Project or otherwise, then the Owner and the City shall enter into a new 6A contract under Chapter 121A with respect to the Project, the terms and conditions of which shall be acceptable to the City's Commissioner of Assessing, and such new 6A contract shall supersede and replace this Contract.

14. Invalidity. If any provision of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract 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.


[Signatures appear on the following page.]

[Signature page to Section 6A Contract.]

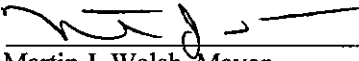
EXECUTED as a sealed instrument the day and year first above written.

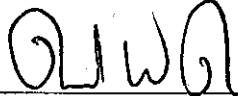
CDB LIMITED PARTNERSHIP
By: CDB LLC, its general partner

By: Urban Edge Housing Corporation,
Its managing member

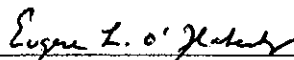

By: 
Francis Shea, Chief Executive Officer

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