

**CONTRACT BETWEEN  
RESTORATION HOUSING CORPORATION  
AND THE CITY OF BOSTON  
PURSUANT TO SECTION 6A OF CHAPTER 121A OF THE  
MASSACHUSETTS GENERAL LAWS**

(Restoration Housing Project)

This contract (this "Contract") is made as of this <sup>28</sup> day of August, 2001, under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of The Commonwealth of Massachusetts, by and between **Restoration Housing Corporation**, a charitable corporation organized under Chapter 180 of the Massachusetts General Laws ("RHC") and the **City of Boston**, a municipal corporation of The Commonwealth of Massachusetts (the "City").

WITNESSETH:

WHEREAS, RHC & Associates (the "Original Applicant") filed with the Authority an application dated May 18, 1980 (the "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 Restoration Housing Project (the "Original Project"), more particularly described in the Original Application, including, but not limited to, acquisition of the Project Area (as defined in the Original Application), the rehabilitation, operation and maintenance by the Original Applicant of 81 units of housing for low and moderate income families and individuals; and

WHEREAS, the Authority approved the undertaking of the Original Project by the Original Applicant by a certain Report and Decision adopted by the Authority on September 25, 1980 (the "Initial Report and Decision"); and

WHEREAS, the Mayor ("Mayor") of the City of Boston (the "City") approved the Authority's Initial Report and Decision on October 9, 1980; and the vote of the Authority and the approval of the Mayor were filed with the Office of the City Clerk on October 16, 1980, and such approval became final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, on August 16, 1983, the Original Applicant and the City entered into a certain Contract Required by Section 6A of Chapter 121A of the General Laws (the "Original 6A Contract"); and

WHEREAS, on June 11, 2001, the Original Applicant and RHC filed with the Authority an Application For Approval Pursuant to Massachusetts General Laws Chapter 121A, Sections 11 and 18C, and the Massachusetts Acts of 1960, Chapter 652, Section 13A, both as amended, of the Transfer of the Previously Approved and Developed Restoration Housing Chapter 121A Project, the Restoration Housing Corporation, a Massachusetts Charitable Corporation Organized Under Massachusetts General Laws Chapter 180, As Amended and For the Consent and Authorization of Such Corporation to Act as an Urban Redevelopment Corporation Pursuant to Said Chapters 121A and 652 for the Purposes of Acquiring, Carrying Out and Making Certain

revenues received from or with respect to the Project's residential tenants that constitute "Gross Residential Income" as defined in Section 3 below.

3. Contract Payments. Subject to the provisions and limitations of this Contract, RHC will pay to the City with respect to each calendar year or portion thereof during which RHC is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the amount, if any (the "Differential"), by which the sum each calendar year (or portion thereof) of (a) the amount equal to twelve percent (12%) of the Project's "Gross Residential Income" exceeds (b) the Excise Tax payable by the RHC for such calendar year (or portion thereof). The sum of (a) and (b) above for each applicable calendar year (or portion thereof) is hereinafter referred to as the "Contract Amount".

For purposes of this Contract, the term "Gross Residential Income" shall mean the aggregate of the gross residential rents received by RHC from whatever Project source derived, including the residential occupants of the Project, and all income received by RHC in connection with the Project pursuant to a Housing Assistance Payments Contract with the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8 of the Housing Act of 1937, as amended, or any similar successor subsidy program (the "Rent Subsidy Program").

RHC hereby represents and warrants to the City that the Project contains no commercial space.

Payments of amounts due hereunder shall be equitably pro rated for any partial year during the periods set forth in this Section 3. Payments to the City, by and through its Collector-Treasurer, of any Differential 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.

Commencing in 2002, the percentage of Gross Residential Income to be used to calculate the Contract Amount shall be increased to thirteen (13%) percent and in every third year thereafter, the percentage of Gross Residential Income shall be increased by one (1%) percent until the percentage of Gross Residential Income is fifteen (15%) percent.

RHC's obligation to increase the percentage of Gross Residential Income above twelve (12%) percent shall be conditional upon approval and funding of a special rent adjustment by HUD under the Rent Subsidy Program which approval RHC hereby undertakes to make its best efforts to secure.

Notwithstanding the above, if HUD shall not have approved and funded an increase in residential rent sufficient to enable the Project to increase the percentage of Gross Residential Income above twelve (12%) percent, RHC shall nevertheless increase the percentage of Gross Residential Income used to calculate the Contract Amount by such lesser percentage 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 RHC 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.

3. Delivery and Examination of Financial Statements. RHC will cause to be delivered to the Assessing Department within ninety (90) days of the end of each calendar year during which this Contract is in effect (a) a statement containing a computation for the preceding such calendar year under the formula set forth in Section 3 above, including without limitation, the Contract Amount and the Differential and (b) a statement of the Gross Revenues (as defined in Section 3 above) of RHC for the Project for the preceding calendar year. RHC shall file with the Assessing Department and the Collector-Treasurer of the City within one hundred twenty (120) days of the end of each calendar year during which this Contract is in effect the following: (c) an audited statement of profit or loss, a balance sheet and a statement of receipts and disbursements for the Project for the preceding calendar year, and (d) a certified copy of RHC's Excise Tax return of the preceding calendar year filed with DOR for the Project.

RHC hereby authorizes the Commissioner of Assessing, or his or her representative designated in writing, to examine from time to time all Excise Tax returns and related documents or reports filed with DOR by RHC. No further evidence of this authorization is required.

4. Overpayments. Any Overpayment (as defined below) by RHC with respect to any calendar year shall be refunded by the City to RHC as soon as practicable upon the sending of a written notice to the City by RHC of the discovery of such Overpayment. In the event that the amount of any Overpayment is not refunded prior to the date on which the next payment by RHC becomes due under this Contract, RHC shall be entitled to offset the amount of such Overpayment against such next payment. For purposes of this Contract, an "Overpayment" by RHC will respect to any calendar year shall include: (a) (i) amounts paid by RHC to The Commonwealth of Massachusetts, the City or the Authority with respect to the Project pursuant to Section 15 of Chapter 121A, and (ii) any amounts paid by RHC to the City of Boston as real estate or personal property taxes pursuant to General Laws, Chapter 59, as amended, or any successor statute, with respect to the Project for any period during which this Contract is in effect whether assessed to RHC or to any predecessor in title of RHC; or (b) amounts paid with respect to the Project as a different or additional tax resulting from the replacement of the current method of assessment of real estate taxes, in whole or in part, by a different method or type of tax or the imposition of an additional type of tax to supplement the current method of assessing real estate taxes in either case upon RHC, and the tenant(s), subtenant(s) and/or subtenants of RHC (such different or additional tax, for example, would include a general or a specific assessment, user fee, tax on real estate rental receipts or any other tax imposed on or required to be collected and paid over by RHC or the tenant(s), subtenant(s) and/or subtenant of RHC for the privilege of doing business in Boston, for the employment of employees in Boston or levied against real estate or upon the owners or users of real estate as such rather than persons generally for any period during which this Contract is in effect); or (c) any amounts paid to the City with respect to the Project in excess of amounts actually due under this Contract due to calculation error, subsequent adjustment of the Excise Tax, inaccurate information or other inadvertent mistake. In the event that the Excise Tax for any year shall exceed the Contract Amount applicable for such year, such excess will be deemed to be an Overpayment, and RHC's

obligations to the City hereunder shall be correspondingly reduced for future years until such Overpayment has been exhausted.

5. 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 RHC's property tax exemption under Chapter 121A shall terminate, 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 RHC on or before March 1 of each year during such periods, pursuant to the second paragraph of Section 10 of Chapter 121A.

6. Pre-Conditions to Obligations of RHC. The obligations of RHC under this Contract and the Transfer Application are conditioned in all respects upon (a) the issuance of all permissions, variances, exceptions, permits and licenses which may be required with respect to the relocation of six of the Project's buildings, maintenance and management of the Project, whether or not the same were specified in the Transfer Application; and (b) the Project being exempt from taxation under Section 10 of Chapter 121A. RHC shall not be held in any way liable for delays which may occur in the renovation, repair and maintenance of the Project, or otherwise, by reason of scarcity of materials of labor, labor difficulties, damage by the fire or other casualty or any other cause beyond RHC's reasonable control. RHC agrees to use reasonable efforts to cause all such permissions, variances, exceptions, permits and licenses to be secured and all such delays to be overcome.

7. 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, RHC 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, 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.

8. Amendments to Chapter 121A or Rules and Regulations. RHC 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.

9. 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 in the case of the City to: Commissioner of Assessing, Room 301, One City Hall Square, Boston, Massachusetts 02108, and in the case of RHC, to Restoration Housing Corporation, Two New Whitney Street, Boston, MA 02115, Attention: Michael Schneider, with copies to: Palmer & Dodge LLP, Attention: Steven Paul, Esq., and Thomas G. Schnorr, Esq.; (*address prior to November 1, 2001*) One Beacon Street, Boston, Massachusetts 02108, and (*address after November 1, 2001*) 111 Huntington Avenue, Boston, Massachusetts 02199, and in the case of either party to such other address as shall be designated by written notice given 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.

10. 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 RHC 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, RHC 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 may be, the City agreeing to look solely to such transferee.

11. Term of Contract. The term of this Contract shall commence on the Effective Date and expire on September 25, 2020, the fortieth (40<sup>th</sup>) anniversary of the issuance of the Authority's Initial Report and Decision, subject to any rights of RHC to seek termination of the status of the Project as a Chapter 121A project as provided by law.

12. Use Restrictions. Pursuant to Section 4 of that certain Regulatory Agreement as Required Under the Provisions of Chapter 121A, Section 18C of the Massachusetts General Laws dated as of December 21, 1999, between RHC and the Authority, RHC has agreed to operate the Restoration Housing Project in accordance with the Use Restrictions set forth in Section 5 of the Approval. RHC 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 RHC 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.

13. 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.

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

~~CITY OF BOSTON~~

By: Thomas M. Menino  
Thomas M. Menino, Mayor

By: Ronald W. Rakow  
Ronald W. Rakow,  
Commissioner of Assessing

RESTORATION HOUSING CORPORATION

By: Michael Schneider  
Name: Michael Schneider  
Title: President  
Hereunto duly authorized

APPROVED AS TO FORM:

By: Mark Sweeney  
Name:  
Counsel  
City of Boston

AMENDED AND RESTATED CONTRACT BETWEEN  
RESTORATION HOUSING CORPORATION  
AND THE CITY OF BOSTON  
PURSUANT TO SECTION 6A OF CHAPTER 121A OF THE  
MASSACHUSETTS GENERAL LAWS

(Restoration Housing Project)

This amended and restated contract (this "Contract") is made as of this 6<sup>th</sup> day of November, 2015 (the "Effective Date"), under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of The Commonwealth of Massachusetts, by and between Restoration Housing Corporation, a charitable corporation organized under Chapter 180 of the Massachusetts General Laws ("RHC") and the City of Boston, a municipal corporation of The Commonwealth of Massachusetts (the "City").

WITNESSETH:

WHEREAS, RHC filed with the Boston Redevelopment Authority (the "Authority") an application on behalf of RHC & Associates ("Associates") dated May 18, 1980 (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 Restoration Housing Project (the "Original Project"), more particularly described in the Original Application, including, but not limited to, acquisition of the Project Area (as defined in the Original Application) by Associates, and the rehabilitation, operation and maintenance of the Original Project by Associates as 81 units of housing for low and moderate income families and individuals;

WHEREAS, the Authority approved the undertaking of the Original Project by Associates by a certain Report and Decision adopted by the Authority on September 25, 1980 (the "Initial Report and Decision");

WHEREAS, the Mayor ("Mayor") of the City of Boston (the "City") approved the Authority's Initial Report and Decision on October 9, 1980; and the vote of the Authority and the approval of the Mayor were filed with the Office of the City Clerk on October 16, 1980, and such approval became final and binding pursuant to the provisions of Chapter 121A;

WHEREAS, on August 16, 1983, Associates and the City entered into a certain Contract Required by Section 6A of Chapter 121A of the General Laws (the "Original 6A Contract");

WHEREAS, on June 11, 2001, Associates and RHC filed with the Authority an application requesting the Authority's approval of the transfer of the Original Project to RHC, RHC's modification of the Project Area, and the relocation of several of the Original Project's buildings (the "Transfer Application");

WHEREAS, the Authority approved the transfer of the Original Project to RHC and RHC's modification to the Project Area by that certain First Amendment to Report and Decision on the Restoration Housing Chapter 121A Project (the "First Amendment"), dated June 21, 2001;

WHEREAS, the Mayor approved such First Amendment to Report and Decision on June 22, 2001; and the vote of the Authority and the approval of the Mayor were filed with the Office of the City Clerk on June 27, 2001, and such approval has become final and binding pursuant to the provisions of Chapter 121A;

WHEREAS, pursuant to the provisions of Chapter 121A, the City and RHC canceled the Original 6A Contract and substituted in place thereof that certain Contract Between Restoration Housing Corporation and the City of Boston Pursuant to Section 6A of Chapter 121A of the Massachusetts General Laws dated as of August 28, 2001(the "6A Contract") with respect to the Original Project;

WHEREAS, RHC took ownership of the Project on September 19, 2001 and subsequently modified the Project Area and relocated several of the Original Project's buildings as contemplated by the Transfer Application and the First Amendment (the Original Project, as so modified, is referred to herein as the "Project"); and

WHEREAS, pursuant to the provisions of Chapter 121A, the City and RHC now desire to modify the contract payment terms and to amend and restate the 6A Contract in its entirety in order to reflect such modified terms.

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. RHC hereby agrees with the City that from and after the Effective Date, all activities of RHC will be undertaken in accordance with the Transfer Application, the provisions of Chapter 121A as now in effect, and the Minimum Standards for the Financing, Construction, Maintenance and Management of the Project set forth in the First Amendment to Report and Decision of the Authority approving the Transfer Application (the "Approval"), which are incorporated herein by reference. Such activities of RHC will include causing the Project to be operated, maintained and managed as described in the Transfer Application. In addition, from and after the Effective Date, this Contract shall be deemed to have amended, restated and replaced in its entirety the 6A Contract.

2. Excise Tax Payments. RHC shall pay to the Department of Revenue ("DOR"), or any successor department or agency of The Commonwealth of Massachusetts for each calendar year during which RHC is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the urban redevelopment excise required under Section 10 of Chapter 121A with respect to the Project (the "Excise Tax").

3. 6A Contract Payments. Beginning with Calendar Year 2015, and for each calendar year, or portion thereof, thereafter, RHC will pay to the City an amount (the "Contract Amount") equal to 10 percent (10%) of the Project's "Gross Residential Income" received by RHC from tenants of the Project for that calendar year less amounts actually paid under section 10 of chapter 121A to DOR for that same calendar year, provided that RHC completes the capital improvements outlined in the RTH Restoration Housing improvements plan prepared by Davis Square Architects dated February 4, 2015, as planned for calendar years 2015 to 2017 (Exhibit A) to the satisfaction of the Commissioner of Assessing and Department of Neighborhood Development ("DND") by December 31, 2017. If the capital improvements planned for calendar year 2015 to 2017 are not completed by December 31, 2017, to the satisfaction of the Commissioner of Assessing and DND, RHC shall pay 15% of the Project's Gross Residential Income for the period from January 1, 2015 to the date on which the capital improvements are completed to the satisfaction of the Commissioner of Assessing and DND or the termination date per Section 12 of the Agreement, whichever is earlier. In order to inspect capital improvements progress, representatives from the City of Boston Assessing Department and DND shall conduct a site visit at the Project on or about July 1, 2016 and July 1, 2017.



For purposes of this Contract, the term "Gross Residential Income" shall mean the aggregate of the gross rentals received by RHC in connection with the Project from whatever source derived, including but not limited to the occupants of the Project, and all income received by RHC in connection with the Project pursuant to a Housing Assistance Payments Contract with the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8 of the Housing Act of 1937, as amended, or any similar successor subsidy program or equivalent state program.

RHC hereby represents and warrants to the City that the Project contains no commercial space.

Payments of amounts due hereunder shall be equitably pro-rated for any partial year during the periods set forth in this Section 3. Payments to the City, by and through its Collector Treasurer, of any Differential 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.

4. Delivery and Examination of Financial Statements.

- a. RHC shall file with the Commissioner of Assessing 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, and (b) a Declaration of Liability Return Valuation, a form made available by the Assessing Department.
- b. RHC shall file with the Commissioner of Assessing, and the Collector-Treasurer of the City ("Collector-Treasurer") 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 RHC 's Excise Tax Return as submitted to DOR.
- c. RHC 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 RHC with the DOR. No further evidence of this authorization shall be required. In addition, RHC 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, RHC 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 Agreement, any Overpayment by RHC 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 Contract Amount: (i) any amounts paid by RHC to the City as real estate taxes pursuant to Chapter 59; (ii) any amounts paid by RHC under Chapter 121A, Section 15; and (iii) any amounts paid by RHC 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 RHC's failure to provide

the financial information required by this Agreement or to RHC'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 RHC's property tax exemption under Chapter 121A shall terminate, 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 RHC 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 RHC. The obligations of RHC 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, RHC shall pay or cause to be paid a gap payment to cover the time period between the termination of this Contract 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 6A Contract. The gap payment shall be paid within six (6) months following the month in which the 6A 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. RHC 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 in the case of the City to: Commissioner of Assessing, Room 301, One City Hall Square, Boston, Massachusetts 02108, and in the case of RHC, to Restoration Housing Corporation, c/o Roxbury Tenants of Harvard, Inc., Eleven New Whitney Street, Boston, MA 02115, Attention: Executive Director, with copies to: Klein Hornig LLP, 101 Arch Street, Suite 1101, Boston, MA 02110, Attention: John Achatz, and in the case of either party to such other address as shall be designated by written notice given 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 RHC 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, RHC 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 the Effective Date and expire on September 25, 2020, the fortieth (40<sup>th</sup>) anniversary of the issuance of the Authority's Initial Report and Decision, subject to any rights of RHC to seek termination of the status of the Project as a Chapter 121A project as provided by law.

13. Use Restrictions. Pursuant to Section 4 of that certain Regulatory Agreement as required under the Provisions of Chapter 121A, Section 18C of the Massachusetts General Laws dated as of September 14, 2001 between RHC and the Authority, RHC has agreed to operate the Project in accordance with the Use Restrictions set forth in Section 5 of the Approval. RHC 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 RHC 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.

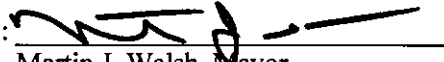
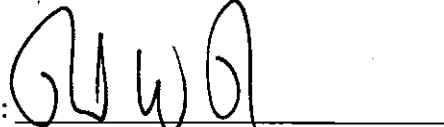
14. Invalidity. If any provision of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other persons and circumstances shall not be affected thereby and shall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

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

RESTORATION HOUSING CORPORATION

By:   
Name: Karen Gatchy  
Title: Executive Director

CITY OF BOSTON

By:   
Martin J. Walsh, Mayor  
By:   
Ronald W. Rakow  
Commissioner of Assessing

Approved as to Form:

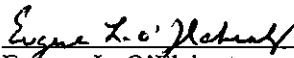

  
Eugene L. O'Flaherty  
Corporation Counsel, City of Boston 

Exhibit A

Faint, illegible text or markings, possibly a stamp or signature.









