AGREEMENT BETWEEN THE CITY OF BOSTON, 90 CUSHING NORTH FOUR LIMITED PARTNERSHIP, AND PURSUANT TO CHAPTER 121A, SECTION 6A OF THE MASSACHUSETTS GENERAL LAWS

This AGREEMENT (the "Agreement") is made as of this 31 day of August, 2026, by and between **90 CUSHING NORTH FOUR 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, an application dated September 22, 2023 and revised on January, 25 2024 (the "Application") was filed by the Partnership and 90 Cushing North Nine Limited Partnership with the Boston Redevelopment Authority d/b/a the Boston Planning and Development Agency (the "Authority") under the provisions of Chapter 121A and Chapter 652 for approval of a project for the development of a low income housing building on the campus of St. Mary's Women and Children's Center, Inc. ("St. Mary's"), in cooperation with the Planning Office for Urban Affairs, Inc. and St. Mary's, located in the Dorchester District of the City of Boston, Suffolk County, Massachusetts, through the development of 71 housing units, as well as the redevelopment and revitalization of certain adjacent areas ("Project"); and

WHEREAS, the Project location is shown as "Proposed Lot 1" on the plan of Land titled, "Subdivision St. Mary's Center For Women and Children 90 Cushing Avenue Boston (Dorchester), MA," dated July 29, 2024 and recorded at the Suffolk County Registry of Deeds at Book 2025, page 18 on January 30, 2025 (the "Project Site"); and

WHEREAS, the Authority approved the Application by a vote on February 15, 2024, adopting a Report and Decision (the "Report and Decision"); and

WHEREAS, the Mayor of the City (the "Mayor") approved the above votes of the Authority on February 21, 2024; and

WHEREAS, the vote of the Authority and the approval of the Mayor with respect to the Report and Decision were filed with the City Clerk of the City of Boston (the "City Clerk") on February 21, 2024 (the "Approval Date"), and such approval became final and binding pursuant to the provisions of Chapters 121A and 652; and

WHEREAS, in accordance with the Report and Decision, the Partnership has entered into a Regulatory Agreement with the Authority, dated June 26, 2025, with respect to the development of the Project (the "Regulatory Agreement");

WHEREAS, a related entity, 90 Cushing North Limited Partnership, as lessee, shall enter a Ground Lease with St. Mary's, as lessor, of the Project Site prior to initiation of the Project (the "Ground Lease");

WHEREAS, the Project Site includes a three-story transitional housing building (the "Transitional Building") not to be modified by the Project;

WHEREAS, 90 Cushing North Limited Partnership, as ground lessee of the Project Site and the Declarant, will create a condominium by submitting the Project Site to the provisions of M.G.L. Chapter 183A. The condominium will contain two (2) commercial condominium units which shall be conveyed to the Partnership and 90 Cushing North Nine Limited Partnership, respectively, for the use of subsidized housing only.

WHEREAS, the Transitional Building will be included in the condominium structure as exclusive common area and the Partnership and 90 Cushing North Nine Limited Partnership shall be responsible for all common expenses, including real estate taxes attributable to the Transitional Building.

WHEREAS, 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.

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 its portion of 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 amended from time to time. The usage of the Project shall be as follows:

    a. *Affordable Housing Units*. All 71 of the dwelling units will be affordable housing units. Eligibility requirements for these units will be for households with income that is at or below 30% of area median income (AMI), measured at the time of initial occupancy of the units by such household.

2. **Location.** The parcels that will be the subject of this Agreement are identified as being in Ward 13, and having Parcel numbers 1301403000, 1301425000, 1301424000, and 1301423000.

3. **Effective Date and Term.** Notwithstanding the Approval Date, this Agreement shall not become effective until the Ground Lease is executed, and a Notice of Ground Lease is recorded in the Suffolk County Registry of Deeds ("Effective Date"). This Agreement shall remain in effect for a period of eighteen (18) years after the Effective Date, unless sooner terminated (the "Term"). 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 Notice of Ground Lease. The recorded Notice of Ground shall be incorporated herein as Exhibit B.

4. **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 121A, Section 10, as amended from time to time (the "Excise Tax").

5. **6A Contract Payment.**

a. *Amount*: In accordance with the condominium structure, the Partnership will own 51 residential units and 90 Cushing North Nine Limited Partnership will own 20 residential units. The Partnership and 90 Cushing North Nine Limited Partnership will divide the 6A Contract Payment as stated in the condominium master deed. The 6A Contract Payment shall be calculated as follows: Beginning with the Calendar Year of the Effective Date, the 6A Contract Payment shall equal eight percent (8%) of the "gross residential income," defined below, received from operation of the Transitional Building, on a pro-rated basis from the date of the Effective Date until the Project receives a Certificate of Occupancy (the "Construction Period"). Upon completion of the Construction Period, and for each calendar year, or portion thereof, thereafter during the Term, the 6A Contract Payment shall equal to the sum of eight percent (8%) of the "gross residential income" received from tenants of the Project and the Transitional Building, less amounts actually paid under section 10 of chapter 121A to DOR. Exhibit A includes a breakdown of units by bedroom number, allocated between the Partnership, 90 Cushing North Nine Limited Partnership and the Transitional Housing Building.

"Gross residential income" shall be mean the aggregate of the gross basic rental payment received by the Partnership from the tenants of the Project or Transitional Building. Provided, however, that "the gross residential income received from tenants of the Project or Transitional Building" shall exclude any rental subsidies, including Section 8 rental subsidies to the tenants of the Project and Transitional Building. The above formula for determining the 6A Contract Payment is expressly contingent on the Project being used exclusively for multifamily residential rental housing and associated common areas and amenities, and the Partnership acknowledges that any change in use which would involve any uses other than the foregoing would require approval by the Authority.

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 3.

d. *Late Payments:* Late 6A Contract Payments and Gap Payments, or any portion thereof, shall bear interest at the rate allowed for in G.L. c. 60, as amended from time to time.

6. **Gap Payments.** Upon the termination of this 6A Contract, 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 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 6A Contract; provided, however, the deviations and permissions granted by the Authority pursuant to the Original Report and Decision shall survive such termination and shall remain in effect.

7. **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 Contract Payment: (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.

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

a. The Partnership 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. The Partnership 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 Partnership's Excise Tax Return as submitted to DOR.

c. The maximum "fair cash value" for the Project to be determined annually by the Assessing Department and certified to DOR under Chapter 121A, Section 10, the second and seventh paragraphs thereof, commencing in the calendar year in which the Ground Lease is executed 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 5 above.

9. **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 Partnership's property tax exemption under Chapter 121A shall expire or 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 result in an Excise Tax not greater than the 6A Contract Payment due for such prior calendar year. The City agrees to certify as to each of the foregoing fair cash value dates and amounts to DOR and the Partnership on or before March 1 of each year during such periods, pursuant to the second paragraph of Section 10 of Chapter 121A. Notwithstanding the foregoing, if the Partnership does not file with the Commissioner the required

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financial information as set forth in Section 8 above, the Assessing Department, at the sole discretion of the Commissioner, may determine "fair cash value" without regard to the limitations described herein.

10. **Conditions.** The obligations of the Partnership under this Agreement are conditional in all respects upon the issuance to it of all permissions, approvals, favorable reviews, permits and licenses which may be required by City, State, Federal or other authorities with respect to the construction of the Project, whether or not the same were specified in the Application.

11. **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.

12. **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 follows:

Partnership:	90 Cushing North Four Limited Partnership c/o St. Mary's Center 90 Cushing Ave. Boston, MA 02125 Attention: President
	AND
	90 Cushing North Four Limited Partnership c/o Planning Office for Urban Affairs, Inc. 10 Post Office Square, Suite 1310, Boston, MA 02109 Attention: President
With a copy to:	Karla Chaffee, Esquire Nixon Peabody LLP 53 State Street Boston, MA 02109
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.

13. **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.

14. **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.

15. **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.

16. **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 of the day and year first above written.

90 CUSHING NORTH FOUR LIMITED PARTNERSHIP,
a Massachusetts limited partnership
By: 90 Cushing North Four GP LLC, its General Partner

By: St. Mary's Center for Women and Children, Inc., its Managing Member

By:____________________
Name: Alexis Steel
Title: President

CITY OF BOSTON

By: ____________________
Michelle Wu, Mayor

By: ____________________
Hinlan Wong
Interim Commissioner of Assessing

Approval as to Form:

By: ____________________
Michael Firestone
Corporation Counsel TJB

Exhibit A

Bedrooms	4% Partnership	9% Partnership	Total
2 Bedroom at 30% AMI	45	18	63
3 Bedroom at 30% AMI	6	2	8
Total Units	51 units	20 units	71

Bedrooms	Transitional Housing Building (existing)
1 Bedroom at 30% AMI	3
2 Bedroom at 30% AMI	9
Total Units	12

<u>Exhibit B</u>

NOTICE OF GROUND LEASE