

RECEIVED  
SEP 23 1977  
HOUSING INNOVATIONS, INC.

AGREEMENT BETWEEN THE CITY OF BOSTON  
AND  
WOODLEDGE ASSOCIATES  
UNDER G.L. c.121A, s.6A

Agreement made this            day of September, 1977 by and between Woodledge Associates            , a limited partnership organized under G.L. c.109 (            Woodledge            ) and the CITY OF BOSTON a municipal corporation of the Commonwealth of Massachusetts (the "City") acting under G.L. c.121A, s.6A and every other power and authority hereto enabling.

WHEREAS, an application dated December 2, 1976 (the "Application") was filed by            Woodledge            with the Boston Redevelopment Authority (the "Authority") under the provisions of G.L. c.121A for approval of a project (the "Project") involving the rehabilitation of 32 variously located apartment buildings in Dorchester and Roxbury into approximately 142 apartment units, with which Application a copy of this form of contract was filed as an exhibit; and

WHEREAS, the Authority approved the Project by a vote adopted July 28, 1977;

WHEREAS, the Mayor of the City of Boston approved the aforementioned vote of the Authority on August 8, 1977;

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 10, 1977.

NOW, THEREFORE,

1. Woodledge hereby agrees with the City as follows:
  - A. To carry out the Project by constructing, operating and maintaining the same in accordance with the Application and the provisions of G.L. c.121A, as now existing, and the rules and regulations setting minimum standards for the financing, construction, maintenance and management of the Project as set forth or referred to in the Authority's approval of the Project.
  - B. To pay to the Commonwealth of Massachusetts in each of the 15 calendar years following approval of the Project, and in each of the following 25 years included within the Project's extension period pursuant to G.L. c.121A, s.10, with respect to the Project's separate existence at any time within the preceding calendar year, the excise tax payable under G.L. c.121A, s.10. In connection therewith, the Assessing Department hereby determines, and shall continue from time to time to determine, for purposes of the seventh paragraph of G.L. c.121A, s.10, and shall certify to the State Tax Commission and to the Owner annually pursuant to the second paragraph of G.L. c.121A, s.10 so long as this contract is in effect, a fair cash value of the Project which shall not exceed (but may be less than) that amount which would result in an annual excise tax under G.L. c.121A, s.10 equal to the minuend

amounts prescribed by Paragraph C.(i)(a), (ii)(a) and (iii)(a) below applicable to the year in question (excluding the amounts due under C. (iv)).

C. In addition to the excise payable under G.L. c.121A, s.10, to pay the City in each of the 15 calendar years following approval of the Project, and in each of the following 25 years included within the Project's extension period pursuant to G.L. c.121A, s.10, with respect to its separate existence at any time within the preceding calendar year, the amount, if any, by which the excise prescribed by G.L. c.121A, s.10 is exceeded by:

(i) With respect to the year ending December 31, 1977,

(a) Thirty Six Thousand Dollars (\$36,000);

(ii) With respect to the year ending December 31, 1978,

(a) Forty Four Thousand Dollars (\$44,000);

(iii) With respect to the years ending December 31, 1979 and each December 31 thereafter;

(a) 10% (subject to increase as stated below) of the annual residential gross income actually received by the Project during the year in question; and

(iv) the following amounts for the years indicated:

1979	\$6,470.00
1980	6,504.00
1981	7,218.00
1982	7,932.00



1983	\$ 8,645.00
1984	9,359.00
1985	10,073.00
1986	10,787.00

The percentage of annual residential gross income stated in subparagraph C. (iii) (a) above shall, for each calendar year ending after December 31, 1979, be determined by the Commissioner of Assessing of the City of Boston based solely upon substantial general increases in the real estate tax rate in the City of Boston, which percentage may in no event increase by more than 1 1/2% over the applicable percentage for the next preceding year; provided that the applicable percentage of annual residential gross income shall never exceed 20%; and provided further that no increase in the applicable percentage of the annual residential gross income, or any portion thereof, determined by the Commissioner as aforesaid, in excess of the original rate of 10% shall be payable by Woodledge until the United States Department of Housing and Urban Development or other governmental agency providing rental subsidy to the Project, has funded such increase and Woodledge has received such funds. The amounts payable under subparagraph C. (iv) shall cease to be payable for and after any calendar year in which any action is brought, or proceedings are undertaken, for foreclosure of a mortgage or lien on the Project which results in conveyance or other transfer of Woodledge's

interest in the Project to a successor, or in which Woodledge, in order to avert such action or proceedings conveys or releases its interest in the Project to any successor.

- D. To file with the Assessors within fifteen (15) days of the end of each calendar year a statement of the income and expenses of the Project, and the construction cost, replacement cost, and book value of the same for the preceding calendar year.
- E. To file with the Assessors within ninety (90) days of the end of each calendar year an audited report by a certified public accountant consisting of a statement of profit and loss, a balance sheet, and statement of receipts and disposition of funds for the preceding calendar year, and a certified copy of the Urban Redevelopment Excise Return as submitted to the Department of Corporations and Taxation.
- F. To submit to the Commissioner of Assessing or his designated representative written authorization to examine all Urban Redevelopment Excise Returns and attachments thereto, which Woodledge files with the Department of Corporations and Taxation.
- G. To perform all of its obligations under a certain Regulatory Agreement dated September 23, 1977 between Woodledge and the Authority, pursuant to G.L. c.121A, s.18C, which Agreement is incorporated herein by reference.



H. To make payment of any amounts which may become due under the provisions described in paragraph 1C no later than fifteen (15) days from the date on which the excise is due to the Commonwealth of Massachusetts.

2. Woodledge and the City Agree that, without mutual consent, any amendment subsequent to the deliver of this Agreement of any of the provisions of G.L. c.121A, or of Chapter 652 of the Acts of 1960 as amended, or the Rules, Regulations and Standards now applicable to the Project shall not affect the Project.

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

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

ASSENTED TO:

WOODLEDGE ASSOCIATES  
Woodhii Corporation, General Partne

By: Barbara G. Cameron  
Barbara G. Cameron,  
Commissioner of Assessing

By: Denis A. Blackett  
Denis A. Blackett, President

APPROVED AS TO FORM:

CITY OF BOSTON

By: Herbert P. Gleason  
Herbert P. Gleason,  
Corporation Counsel

By: Kevin H. White  
Kevin H. White, Mayor

DEC 17 1979

FIRST AMENDMENT  
TO  
AGREEMENT BETWEEN THE CITY OF BOSTON  
AND  
WOODLEDGE ASSOCIATES  
UNDER G.L. c.121A, s.6A

First Amendment made this 5th day of December 1979 to the Agreement (the Agreement) dated September 29, 1977, between WOODLEDGE ASSOCIATES (WOODLEDGE), a limited partnership organized under G.L. c. 109, and the City of Boston, a municipal corporation of the Commonwealth of Massachusetts (the "City"), acting under G.L. c.121A, s.6A and every other power and authority hereto enabling.

WHEREAS, WOODLEDGE has received the Approval of the Boston Redevelopment Authority and the City under G.L. c.121A to rehabilitate apartment buildings in Dorchester and Roxbury into 142 apartment units (the Project) as more fully set forth in the Agreement.

In connection therewith, WOODLEDGE has entered into the Agreement with the City under G.L. 121A s.6A to pay certain amounts to the City in excess of the excise required by G.L. c.121A, s.10.

The Agreement, which provides for payments under G.L. c.121A, s.10 and 6A aggregating \$36,000 for 1977 and \$44,000 for 1978, the years during which the Project is under construction, and for payment of stated percentages of Project gross income thereafter, was based upon the mutual assumption that WOODLEDGE would, by virtue of the approval under G.L. c. 121A, be exempt from municipal real estate taxes after the fiscal year 1977.



Due to unforeseen and unavoidable delays in Project approval, WOODLEDGE has become liable for fiscal year 1978 real estate taxes for the Project in addition to calendar year 1977 and 1978 excise taxes under G.L. c.121A, s.10 and 6A.

The parties wish to amend the Agreement to alleviate this unintended double taxation, without reducing the amounts previously agreed to be paid by WOODLEDGE to the City under the Agreement.

THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, WOODLEDGE and the City amend the Agreement thus:

Any overpayment applicable to one calendar year shall, at the election of the City, be either refunded or applied to reduce the payments due in the succeeding calendar years except that with respect to the last calendar year in which the Project shall qualify for 121A, any overpayment by the Owner shall be refunded by the City. For purposes of this contract, an overpayment by the Owner hereunder shall include any amounts paid by the Owner to the City of Boston as real estate taxes, but not amounts paid as interest on past due real estate taxes, pursuant to



General Laws, Chapter 59, with respect to the Project Area for Fiscal Year 1978, whether assessed to Owner or to any predecessor in title of the Project Area.

ASSENTED TO:

WOODLEDGE ASSOCIATES,  
BY: Woodhii, Inc., its general partner

BY: Barbara G. Cameron  
Barbara G. Cameron  
Commissioner of Assessing

BY: Shirley D. Webb  
its Vice President, hereto  
duly authorized

APPROVED AS TO FORM:

CITY OF BOSTON

BY: Joseph D. Alviani  
Joseph D. Alviani  
Corporation Counsel *JDA*

BY: Kevin H. White  
Kevin H. White, Mayor

DEC 5 1979

**FIRST AMENDED AND RESTATED CONTRACT  
BETWEEN THE CITY OF BOSTON  
AND QUINCY HEIGHTS LIMITED PARTNERSHIP  
PURSUANT TO CHAPTER 121A, SECTION 6A OF  
THE MASSACHUSETTS GENERAL LAWS**

This contract (the "6A Contract") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of The Commonwealth of Massachusetts, by and between Quincy Heights Limited Partnership, a Massachusetts limited partnership organized pursuant to Massachusetts General Laws, Chapter 109 (the "Owner") and THE CITY OF BOSTON, a municipal corporation of The Commonwealth of Massachusetts (the "City").

WITNESSETH:

WHEREAS, Woodledge Associates (the "Prior Owner") filed with the Boston Redevelopment Authority (the "Authority") an application dated December 2, 1976 (the "Original Application") under the provisions of Massachusetts General Laws, Chapter 121A ("Chapter 121A"), as amended, and Chapter 652 of the Acts of 1960 ("Chapter 652"), as amended, for approval of Woodledge Apartments (the "Original Project") situated in the City of Boston; and

WHEREAS, the Original Application sought the approval of the Authority of the Original Project involving the rehabilitation of 32 apartment buildings in the Dorchester and Roxbury sections of the City of Boston into 142 rental housing units; and

WHEREAS, the Authority approved the Original Project by a vote on July 28, 1977; and

WHEREAS, the Mayor of the City of Boston (the "Mayor") approved the aforementioned vote of the Authority on August 8, 1977; and

WHEREAS, the Certificate of Vote of the Authority and approval of the Mayor were filed with the office of the City Clerk on August 10, 1977; and

WHEREAS, the City and the Prior Owner entered into a contract pursuant to Chapter 121A, Section 6A, dated September 29, 1977 (the "Original 6A Contract"), with respect to the Original Project, and a First Amendment to the 6A Contract on December 5, 1979; and

WHEREAS, on December 17, 1987, the Authority approved a First Amendment to the Report and Decision (the "First Amendment"), which was approved by the Mayor on December 30, 1987 and filed with the office of the City Clerk on January 6, 1988, that authorized the transfer of the Original Project from Woodledge Associates to Woodledge Associates II Limited Partnership, a transfer that never took place resulting in retained ownership by Woodledge Associates; and

WHEREAS, on or about September 12, 1990, the Massachusetts Housing Finance Agency ("MHFA") foreclosed on the mortgage for the Original Project consistent with



applicable laws, conveying the Original Project on September 26, 1990 to the Massachusetts Finance Agency Acquisition and Disposition Corporation (the "MHFA Holding Corporation") subject to an MHFA mortgage in the amount of \$3,769,759; and

WHEREAS, on December 20, 1990, the Authority approved a Second Amendment to the Report and Decision (the "Second Amendment"), which was approved by the Mayor on December 28, 1990 and filed with the office of the City Clerk on January 5, 1991, that included a rescission of the First Amendment and transferred the Original Project from the MHFA Holding Corporation to Boston Bay Limited Partnership; and

WHEREAS, on April 23, 1992, the Authority approved a Third Amendment to the Report and Decision (the "Third Amendment"), which was approved by the Mayor on May 4, 1992 and filed with the office of the City Clerk on May 7, 1992, that a) conveyed the Original Project from Boston Bay Limited Partnership to Marrant Bay Limited Partnership, and b) released certain properties from the Original Project.

WHEREAS, on July 14, 2011, the Authority approved a Fourth Amendment to the Report and Decision (the "Fourth Amendment"), which was approved by the Mayor on July 20, 2011 and filed with the office of the City Clerk on July 21, 2011, that divided the housing units into two (2) sub-projects for development purposes: Quincy Heights I Apartments ("QHI") and Quincy Heights II Apartments ("QHII"); and

WHEREAS, there has been filed on behalf of the Owner with the Authority an application dated March 7, 2012 (the "Application") for a Fifth Amendment to a Report and Decision of the Authority (the "Fifth Amendment") under Chapter 121A and Chapter 652, for approval of the Quincy Heights Project (the "Project"), more particularly described in the Application, including, but not limited to the construction of new structures, the renovation of existing structures and the operation and maintenance of such structures, containing 129 units of affordable housing;

WHEREAS, the Authority approved the undertaking of the Project by the Owner by approving the Fifth Amendment by a vote on March 13, 2012; and

WHEREAS, the Mayor approved the aforesaid mentioned vote of the Authority on March 14, 2012; and

WHEREAS, the Certificate of Vote of the Authority and the approval of the Mayor were filed with the office of the City Clerk on March 20, 2012, and such vote has become final and binding pursuant to Chapter 121A and Chapter 652; and

WHEREAS, in accordance with the Fifth Amendment the Owner has entered into a Regulatory Agreement with the Authority, dated \_\_\_\_\_, 2012, with respect to the development of the Project (the "Regulatory Agreement"); and

WHEREAS, the Owner and the City desire to enter into this Agreement pursuant to Sections 6A and 10 of Chapter 121A with respect to the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual promises hereinafter set forth, the Owner and the City hereby agree to enter into this 6A Contract as follows:

1. **Use Restrictions.** The Owner shall undertake all activities with respect to the Project in accordance with the Application, the provisions of Chapter 121A and 652, as amended from time to time, the Rules and Regulations of the Authority, as amended from time to time, and the Minimum Standards for Financing, Construction, Maintenance and Management of the Project, all as set forth in the Fifth Amendment to the Report and Decision of the Authority approving said Project (collectively the "Requirements"), which Requirements are incorporated herein by reference.
2. **Term.** This amended and restated 6A Contract shall become effective on January 1, 2012 (the "Effective Date"), and shall expire on August 10, 2017, the fortieth (40<sup>th</sup>) anniversary of the approval of the Authority's Original Report and Decision (the "Termination Date"). The period from the Effective Date until the Termination Date is hereinafter referred to as the "Term".
3. **Excise Tax Payments.** The Owner shall pay to the Department of Revenue, or any successor department or agency of The Commonwealth of Massachusetts ("DOR"), with respect to each calendar year, or portion thereof, that this 6A Contract is in effect, the Urban Redevelopment excise required under Chapter 121A, Section 10, as amended from time to time (the "Excise Tax"). Every calendar year the Owner shall provide to the City copies of cancelled check(s) sent to the DOR that related to the Excise Tax.
4. **6A Contract Amount.**

Payment Amount:

- a. *Payment Amount:* Annually during the Term, and subject to the terms and conditions of this 6A Contract, the Owner shall pay to the City the amount (the "Differential"), if any, by which the following amounts (each, a "6A Contract Amount") exceed the Excise Tax for each calendar year:
  - (1) Nine percent (9%) of the Project's annual Gross Residential Income for the period of January 1, 2012 to and including November 1, 2012. From November 2, 2012 to and including December 31, 2012 seven percent (7%) of the Project's annual Gross Residential Income.
  - (2) For Calendar Year 2013 and Calendar 2014, seven percent (7%) of the Project's annual Gross Residential Income.
  - (3) For Calendar Years 2015 to and including Calendar Year 2017, nine percent (9%) of the annual Gross Residential Income, which may be reduced to seven (7%) percent if the Owner can establish, to the satisfaction of the Commissioner of Assessing and the Department of Neighborhood Development, ("DND"), that it has provided approved services to the tenants of the Project. For purposes of this Section 4.a.(3) only, the Commissioner of Assessing agrees to review the Owner's



list of proposed services, and, in consultation with DND, issue a preliminary determination that the proposed services are acceptable. The determination shall be made each calendar year no later than December 29<sup>th</sup>. The determination shall become final if the Owner provides the documentation required in Section 7.d., and said documentation establishes, to the satisfaction of the Commissioner of Assessing, that approved services were provided. If approved services were not provided or if the Owner fails to comply with Section 7.d., then the Owner shall pay nine (9%) of the Project's Gross Residential Income.

- b. *Due Date:* The first 6A Contract Amount, or portion thereof, is due on or before April 1, 2013. Thereafter, each 6A Contract Amount, or portion thereof, shall be made on or before April 1 following the end of each calendar year for which such a payment is due.
- c. *Late Payments:* Late 6A Contract Amounts and gap payments, or any portion thereof, shall bear interest at the rate allowed for in G.L. Chapter 60, as amended from time to time.
- d. Except in the instance of a condominium development, which development shall be subject to Section 18D of Chapter 121A, the City and Owner agree that payments made under this 6A Contract shall be calculated in the manner as if the Owner owned any and all improvements now or hereafter erected pursuant to the Project, and further, that such payments shall be in lieu of, and not in addition to, any tax payments which otherwise, would be due under Chapter 59 of the Massachusetts General Laws from the owner(s) of any improvements existing now or hereafter upon the real property owned by the Owner.

5. **Gap Payments.** Upon the termination of this 6A Contract the Owner 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 Amount 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 as provided in Chapter 121A; 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.

6. **Overpayments.** Any Overpayment (as defined in Section 20) shall, at the election of the City, be refunded to the Owner or applied to reduce the 6A Contract Payment due in the succeeding calendar year. The Owner shall give notice to the City of the discovery of the alleged Overpayment within 30 days of the date the 6A Contract Payment was made. The notice shall be accompanied by supporting documentation, including but no limited to, ward and parcel number, the date payment was made to the DOR and/or the City, the amount of the 6A Contract Payment and/or the Excise Tax payment made, copies of cancelled checks, front and back, for both the DOR and the City.

The alleged Overpayment must not be due to the Owner's failure to provide the financial information required by this 6A Contract, or to inaccurate information provided by the Owner. If the Overpayment is due to the Owner's failure to provide required financial information or inaccurate information, the City shall not be obligated to refund any interest, late fees, penalties or fines that may have been assessed by the Commonwealth of Massachusetts or the Collector-Treasurer. The City will not pay interest on any Overpayments.

7. **Delivery and Examination of Financial Statements and Proof of Services.** The Owner shall deliver the following financial documents:

1. **Financial Reporting.**

(a) The Applicant shall file with the Commissioner of Assessing by February 10 following the end of each calendar year during the Term: (a) a statement of income and expenses, including line item detail, for the Project during the preceding calendar year or portion thereof, (b) a rent roll, and (c) a Declaration of Liability Return, a form made available by the Assessing Department.

(b) The Applicant 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 the Term: (a) a Declaration of Liability Form, a form made available by the Collector-Treasurer; (b) a financial review by an independent 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 Applicant's Excise Tax Return as submitted to DOR

(c) The Owner 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 the Owner or its representative. No further evidence of this authorization is required.

(d) The Owner shall file with the Commissioner of Assessing on or before March 1 following the end of each calendar year a fully completed Declaration of Services to Residents form together with all supporting documents and statements.

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 G.L. Chapter 121A, Section 10, such that the fair cash value shall be an amount which when used in the computation of the Excise Tax for or with respect to the previous calendar year, will result in an Excise Tax not greater than the 6A Contract Amount 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 Owner 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 Owner does not file with the Commissioner of Assessing the financial information set forth in Section 8, the Assessing Department, at the sole discretion of the Commissioner of Assessing, may determine the "fair cash value" without regard to the limitations set forth in Section 7 of Chapter 121A.

9. **Amendments to Chapter 121A or Rules and Regulations.** Notwithstanding any language to the contrary in the Application or any other document entered into between the Authority and the Owner, no amendment or modification of the terms and conditions of this 6A Contract shall be binding on the City without the prior written consent of the City. The City and the Owner further agree that without mutual consent, any amendment subsequent to the delivery of this 6A Contract to any of the provisions of Chapter 121A, as amended to date, or of the rules, regulations and standards now applicable to the Project shall not affect this 6A Contract.

10. **Collection and Enforcement.** The Owner's failure to pay when due the 6A Contract Amount and/or the gap payments, or any portion thereof, shall give the City the right to (a) avail itself of the remedies provided for in G.L. Chapter 60 and/or (b) bring an action to recover unpaid 6A Contract Amounts, plus any interest, fees or charges that may have accrued. Furthermore, if the Owner is found to have deliberately withheld information on or misrepresented collection from the Project, relative to its payments under the 6A Contract, the Owner shall pay all arrearages plus interest on that amount owed the City (with interest rate equal to the rate allowed for in chapter 60), and in addition shall pay and/or reimburse the City for all expense incurred as a result of such withholding or misrepresentation.

11. **Costs To Be Paid By The Owner.** The Owner shall pay for the following costs and expenses:

- a. The cost of having audited reports prepared by an independent certified public accountant; and
- b. The reasonable cost of having audited reports prepared if the City has reasonable cause to be dissatisfied with the audited reports submitted by the Owner; and
- c. The reasonable cost of paying for an annual audit conducted by the City of all financial records pertaining to the operations of the Project, including the reasonable cost of engaging the services of a private accounting firm to undertake such an audit; and
- d. The reasonable costs and expenses, including attorneys' fees, incurred by the City in enforcing this 6A Contract or defending it against challenges brought by the Owner. The city shall have the right to choose legal counsel, with the approval of the Owner, which approval shall not be unreasonably denied or withheld.

12. **Successors/Assigns.**

- a. This 6A Contract may be assigned or transferred during the Term specified in

Section 2. However, if there is a "Sale/Transfer" of the Project the City reserves the right to change the financial terms of this 6A Contract if, in the determination of the Commissioner of Assessing, the tax benefits afforded the Owner can be modified without putting the Project at risk. The Commissioner of Assessing shall have the right to request financial information, including but not limited to, Operating Pro-Forma projections for the Property, Feasibility Studies, Hold/Sell analysis conducted by either buyer or seller, any appraisals conducted by either the buyer or seller.

- b. If after due consideration of the information provided pursuant to section 7 and Section 12.a. the City determines that the viability of the Project is still dependent on maintaining the same percentage used for calculating the 6A Contract Payment, the Owner's successor or assign shall be entitled to the same terms and conditions of this 6A Contract. The successor or assign shall derive the benefits only for the time remaining in the 6A Contract.
- c. If on the other hand, the City determines that the viability of the Project is not as dependent on the benefits afforded by this 6A Contract, the Owner's successor or assign shall be required to enter into good faith negotiations to determine the new percentage to be applied in calculating the 6A Contract Amount. The Owner's failure to enter into good faith negotiations shall give the Commissioner of Assessing the right to unilaterally determine the new percentage to be used.
- d. The Owner shall have the burden of notifying the City of the intended Sale/Transfer. The City shall have 30 business days within which to respond, provided the Owner shall have supplied pertinent Sale/Transfer information with its notice. If the City must request additional Sale/Transfer information, the 30 days shall commence upon the City receiving all pertinent Sale/Transfer information.

13. **Notices.** All notices required pursuant to this 6A Contract shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, addressed as follows:

If to the City:                   City of Boston Assessing Department  
One City Hall, Room 301  
Boston, MA 0221  
Attn: Commissioner of Assessing

If to the Owner:                   Quincy Heights Limited Partnership  
c/o Dorchester Bay Economic Development Corporation  
594 Columbia Road  
Dorchester, MA 02125  
Attention: Executive Director

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.

14. **Pre-Conditions to Obligations of the Owner.** The obligations of the Owner under this 6A Contract are conditioned in all respects upon the Project being exempt from taxation under Section 10 of Chapter 121A.

15. **Invalidity.** If any provision of this 6A Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this 6A 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.

16. **Counterparts.** This 6A Contract 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.

17. **Governing Law.** Notwithstanding anything to the contrary, this 6A Contract shall be governed by the laws of the Commonwealth of Massachusetts and any suit, claim or action shall be brought in Suffolk County.

18. **Severability.** If any provision of this 6A Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this 6A 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.

19. **Captions.** Caption headings are inserted herein only as a matter of convenience and reference and in no way serve to define, limit, or describe the scope or intent of, or in any way affect, the Contract.

20. **Definitions.**

- a. **"Gross Residential Income"** shall mean the aggregate of the gross rentals received by the Owner from whatever source derived, including but not limited to, the residential tenants or other occupants of the Project, the operation of a laundry room, payments 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 pursuant to Section 8 of the Housing Act of 1937, as amended, or any similar successor subsidy program (herein called **"Subsidy Amounts"**). Any payments received by the Owner during the construction period for the temporary relocation of tenants shall not be Gross Residential Income to the extent that they are used to pay the rents of temporarily relocated tenants at off site locations.



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 6A Contract prior to the distribution to the Owner of any return on its investment in the Project.

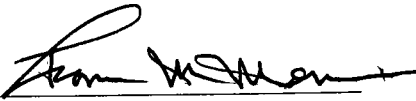
- b. “Overpayment” shall include the following, to the extent that they exceed collectively the 6A Contract Amount: (i) any amounts paid by the Owner to the City as real estate taxes pursuant to Chapter 59, as amended, or any successor statute, (ii) any amounts paid by the Owner under Chapter 121A, Section 15; and (iii) any Excise Tax paid by the Owner to DOR.
- c. Sale/Transfer: shall mean:
- (i) any sale, transfer or assignment including, without limitation, sales, assignments and transfers by operation of law, by merger, or consolidation, or otherwise, but excluding (1) a foreclosure or deed in lieu of foreclosure and any subsequent sale by a foreclosing lender (or its affiliate) to a third party not affiliated with the Owner, and (2) any such sale, transfer or assignment to an affiliate of the Owner; and
  - (ii) Any transfer in a single transaction or series of related transactions of fifty (50%) percent or more of the direct legal or beneficial ownership in the Owner; and
  - (iii) in the case of any entity that owns fifty (50%) percent or more of the direct legal or beneficial ownership in the Owner as its only material investment (other than cash and cash equivalents), any transfer in a single transaction or series of related transactions of the direct legal or beneficial ownership in such entity that causes an indirect transfer of fifty (50%) percent or more of the legal or beneficial ownership in the Owner.

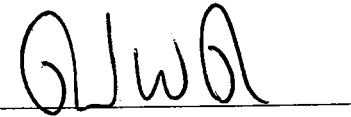
A party shall be considered an “affiliate” of or “affiliated” with the Owner if such party (i) in the case of any entity, any partner, shareholder, member or other owner of such entity, provided that such partner, shareholder, member or other owner owns, directly or indirectly, at least twenty (20%) percent of the legal or beneficial ownership of such entity, and (ii) any other party which is a parent, a subsidiary or a subsidiary of a parent or owner with respect to such party or with respect to one or more of the persons referred to in the preceding clause (i).

*[Signature Page Follows]*

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

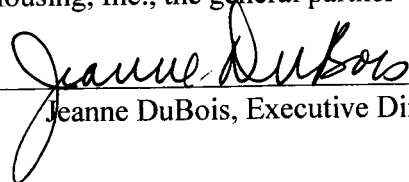
CITY OF BOSTON

By:   
Thomas M. Menino, Mayor

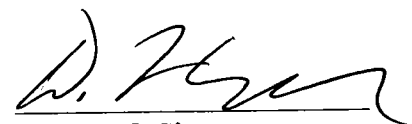
By:   
Ronald W. Rakow,  
Commissioner of Assessing

Quincy Heights Limited Partnership

By: QHI Housing, Inc., the general partner

By:   
Jeanne DuBois, Executive Director

APPROVED AS TO FORM:

By:   
William F. Sinnott  
City of Boston  
Corporation Counsel *CWC*