



Zoning & Planning Committee **Agenda**

City of Newton **In City Council**

Monday, October 26, 2020

7:00 PM

The Zoning and Planning Committee will hold this meeting as a virtual meeting on Monday, October 26, 2020 at 7:00 PM. To view this meeting using Zoom use this link: <https://us02web.zoom.us/j/85775953232> or call 1-646-558-8656 and use the following Meeting ID: 857 7595 3232.

Items Scheduled for Discussion:

#370-20 **Appointment of Elizabeth Sweet to the Zoning Board of Appeals**
HER HONOR THE MAYOR appointing Elizabeth Sweet, 281 Lexington Street, Newton, as an associate member of the ZONING BOARD OF APPEALS for a term to expire on October 15, 2021. (60 days: 11/20/2020)

Chair's Note: *The Committee will meet jointly with the Finance Committee to discuss the following item.*

#419-20 **Referred to Zoning & Planning and Finance Committees**
Authorization to enter into an intergovernmental service agreement
HER HONOR THE MAYOR requesting authorization to enter into an intergovernmental service agreement (the "Global Participation Agreement") for the purpose of joining MassDocs.

The location of this meeting is accessible and reasonable accommodations will be provided to persons with disabilities who require assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. The city's TTY/TDD direct line is: 617-796-1089. For the Telecommunications Relay Service (TRS), please dial 711.

Chair's Note: *The Zoning and Planning Committee will be joined this evening by several local building professionals who will present their assessment of section 3.4.4 of the proposed ordinance, known as the garage ordinance, as its recommendations may be used to amend the existing ordinances.*

#88-20 Discussion and review relative to the draft Zoning Ordinance

DIRECTOR OF PLANNING requesting review, discussion, and direction relative to the draft Zoning Ordinance.

Zoning & Planning Held 8-0 on 10/15/2020

Respectfully Submitted,

Deborah J. Crossley, Chair



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Office of the Mayor

#370-20

Telephone
(617) 796-1100
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(617) 796-1113
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(617) 796-1089
Email
rfuller@newtonma.gov

September 10, 2020

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

To the Honorable City Councilors:

I am pleased to appoint Elizabeth Sweet of 281 Lexington Street, Newton as an Associate member of the Zoning Board of Appeals. Her term of office shall expire on October 15, 2021 and her appointment is subject to your confirmation.

Thank you for your attention to this matter.

Warmly,

Ruthanne Fuller
Mayor

RECEIVED
2020 SEP 14 PM 1:29
CITY CLERK
NEWTON, MA. 02459

Application Form

Profile

Elizabeth L Sweet
First Name Middle Initial Last Name

[Redacted]
Email Address

281 Lexington Street
Home Address Suite or Apt

Auburndale MA 02466
City State Postal Code

What Ward do you live in?

[X] Ward 4

[Redacted] Home:
Primary Phone Alternate Phone

University of Massachusetts Boston
Employer Assistant Professor
Job Title

Which Boards would you like to apply for?

Zoning Board of Appeals: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I am interested in serving our city in a time of deep reflection and with mandate to act. Zoning and Zoning decisions require careful consideration and are a key place for our city to look forward and support anti-racist work. I teach in the urban planning faculty and African Studies and have engaged with communities nationally and internationally to work through problems and find solutions that are collaboratively developed and implemented. My experiences as well as my good listening skills could add a perspective on the zoning board of appeals that complements others on the board. I would be honored to serve!

SweetCV-August-2020.docx
Upload a Resume

Elizabeth L. Sweet

Curriculum Vitae

March 2020

University of Massachusetts Boston
Urban Planning and Community development Program
Department of Africana Studies
Office: ISC-1-1710

281 Lexington Street.
Auburndale, MA 02466
[REDACTED]

EDUCATION

- Ph.D. Public Policy Analysis-Urban Planning and Policy, University of Illinois at Chicago, 2000
- MUPP Master of Urban Planning and Policy, University of Illinois at Chicago, 1992
- B.A. Soviet and East European Studies, Boston University, Boston, 1985.

PROFESSIONAL APPOINTMENTS

- 2019-Present Assistant Professor of Equitable and Sustainable Development, Urban Planning and Community Development Program and the Department of Africana Studies, University of Massachusetts Boston. Affiliate faculty in Native American and Indigenous studies
- 2010- 2019 Assistant Professor of Instruction, Geography and Urban Studies, Temple University. Affiliate Faculty: Gender, Sexuality and Women's Studies; Latin American Studies Program
- 2005-2010 Assistant Professor, Department of Urban and Regional Planning, University of Illinois Urbana Champaign. Affiliate Faculty: Latina/o Studies
- 2005-2006 Fulbright Scholar, Sociology and Political Science, Buryat State University, Ulan Ude, Russia
- 2005 Visiting Professor, School of Architecture and Planning, SUNY Buffalo
Monteverde Institute: Sustainable Futures Study Abroad Program, Costa Rica
- 2005 Visiting Professor, University Program of Gender Studies, National Autonomous University of Mexico
- 2002-2005 Visiting Lecturer, Mexican and Caribbean Studies and Sociology Departments, Northeastern Illinois University

2000-2001 Visiting Fellow, Civic Education Project, School of International Business, Omsk State University, Omsk, Russia

Edited Volumes

2019 E. L. Sweet, (editor) *Disassembled Cities: Social and Spatial Strategies to Reassemble Communities in Cities Across the Globe*, Routledge Press.

Refereed Journal Articles

- 2019 **Sweet E.L.**, R. Sanders, and D. M. Peters. Reversing the Gaze, Insiders Out, Outsiders In: Stories from the Ivory Tower and the Field. *Journal of Urban Affairs*. Online first <https://doi.org/10.1080/07352166.2019.1645570>
- 2019 Turner K. M., **E. L. Sweet**, and E. Fornaro. From Ferguson to Charleston and Beyond: Talking about Race and Diversity in the classroom. *Communication Teacher* 33(1): 38-44.
- 2018 Cultural Humility: An Open Door for Planners to Locate Themselves and Decolonize Planning Theory, Education and Practice. *eJournal of Public Affairs* 7(2):1-16.
- 2017 **Sweet, E. L.** and S. Ortiz Escalante. *Engaging Territorio Cuerpo-Tierra* through body and community mapping: A methodology for making communities safer. *Gender Place & Culture* 24(4): 594-606.
- 2017 Sexton, A. E., A. Hayes-Conroy, **E. L. Sweet**, M. Miele, and J. Ash. Better than text? Critical reflections on the practices of visceral methodologies in human geography *Geoforum* 82: 200-201
- 2017 The benefits and challenges of Collective and Creative Storytelling through visceral methods within the neoliberal university. *Geoforum* 82: 202-203.
- 2016 Carceral feminism: Linking the state, intersectional bodies, and the dichotomy of place. *Dialogues in Human Geography* 6(2): 202–205.
- 2016 Locating Migrant Latina Economic Activities in a Diverse Economies Framework: Evidence from Chicago. *Gender Place & Culture* 23(1): 55-71.
- 2015 **Sweet, E. L.** and S. Ortiz Escalante. Bringing bodies into planning: visceral methods, fear, and gender violence. *Urban Studies*, 52(10): 1826-1845.
- 2015 Joshi, S., P. McCutcheon, and **E. L. Sweet**. Visceral geographies of whiteness and invisible microaggressions. *ACME: An International E-Journal for Critical Geographies* 14(1): 298-323.

- 2015 Latina Kitchen Table Planning Saving Communities: Intersectionality and Insurgencies in an Anti-Immigrant City. *Local Environments: International Journal of Justice and Sustainability* 20(6): 728-743.
- 2015 Hayes-Conroy, A and **E. L. Sweet**. Whose adequacy?: (Re)Imagining food security with displaced women in Medellin, Colombia. *Agriculture and Human Values* 32(3): 373-384.
- 2014 Chakars, M., and **E. L. Sweet**. Professional women and the economic practices of success and survival before and after regime change: diverse economies and restructuring in the Russian Republic of Buryatia. *GeoJournal* 79(5): 649-663.
- 2011 **Sweet, E. L.** and H. Etienne. Commentary: Diversity in Urban Planning Education and Practice. *Journal of Planning Education and Research* 31(3): 332-339.
- 2010 **Sweet, E. L.** and M. Chakars. Identity, Culture, Land, and Language: Stories of Insurgent Planning in the Republic of Buryatia in Russia *Journal of Planning Education and Research* 30(2): 198-209 (also see letter to the editor and my response regarding this article).
- 2010 **Sweet, E. L.** and S. Ortiz Escalante. Planning Responds to Gender Violence: Evidence from Spain, Mexico, and the United States *Urban Studies* 47(10): 2129-2147 (19th most downloaded article in *Urban Studies* in September 2010 and 17th in October 2010) (published in Spanish in *Jornadas Estudios Urbanos, Género y Feminismo: teorías y experiencias* in 2013: 39-62 ISBN 978-84-616-7657-6).
- 2009 Ethnographic Understandings of Gender and Economic Transition in Siberia: Implications for Planners and Policy Makers *European Planning Studies Journal* 17(5): 701-718.
- 2006 Capeheart, L. and **E. L. Sweet**, Condiciones, Drogas, y La Cárcel: Life Circumstances and Drug Usage of Latino Arrestees in Miami, New York, San Antonio, and San Jose *Criminal Justice Policy Review* 17(4): 427-450 (among the 50 most read articles in *Criminal Justice Policy Review*).

Book Chapters

- Forthcoming Jenkins, L. and **E. L. Sweet** Embracing a Culture of Humility, Diversity, & Inclusion: A Case Study of a Library's "Radical Compassion" programming. *Implementing Excellence in Diversity, Equity, and Inclusion: A Handbook for Academic Libraries* editors Corliss Lee and Brian Lym to be published by the Association of College and Research Libraries (peer-reviewed)

- 2019 **E. L. Sweet** and M. Chakars, Dissassembledge in the Siberian city of Ulan-Ude: How ethnic Buryats reconstruct through time and space. In *Disassembled Cities: Social and Spatial Strategies to Reassemble Communities in Cities Across the Globe*, E. L. Sweet (ed), London and New York, Routledge Press, pgs. 156-170 (peer-reviewed).
- 2019 Arenas, I and **E. L. Sweet**, The organizing logics of predatory formations: disassembling democracy and urban planning. In *Disassembled Cities: Social and Spatial Strategies to Reassemble Communities in Cities Across the Globe*, E. L. Sweet (ed), London and New York, Routledge Press, pgs. 141-148 (peer-reviewed).
- 2019 Arenas, I and **E. L. Sweet**, The organizing logics of predatory formations: militarization and the spectacle of the (in)security state. In *Disassembled Cities: Social and Spatial Strategies to Reassemble Communities in Cities Across the Globe*, E. L. Sweet (ed), London and New York, Routledge Press, pgs. 73-82 (peer-reviewed).
- 2019 Arenas, I and **E. L. Sweet**, The organizing logics of predatory formations: Individualism, identity, and the consumption of goods as the good life. In *Disassembled Cities: Social and Spatial Strategies to Reassemble Communities in Cities Across the Globe*, E. L. Sweet (ed), London and New York, Routledge Press, pgs. 25-31 (peer-reviewed).
- 2019 Arenas, I and **E. L. Sweet**, Disassembling cities: spatial, social, and conceptual trajectories across the urban globe. In *Disassembled Cities: Social and Spatial Strategies to Reassemble Communities in Cities Across the Globe*, E. L. Sweet (ed), London and New York, Routledge Press, pgs. 3-14 (peer-reviewed).
- 2018 D. Peters, D. M., **E. L. Sweet**, K. M. Turner and K. Williams-Witherspoon. The Elephant in the Room: Challenges and Prejudice in the Academy? In *Not White/Straight/Male/Healthy Enough Being "Other" in the Academy*, M. Moreno, K. Quinn-Sánchez, M. Shaul (eds.), Cambridge Scholar, pgs. 21-28 (peer-reviewed).
- 2017 Peters, D. M. S. Peterson-Lewis, R. Sanders, **E. L. Sweet**, K. M. Turner and K. Williams-Witherspoon. Treading Treacherous Waters: A conversation with Women Faculty of Color on Teaching Race, In *Leadership, in Equity, and Social Justice in American Higher Education- A Reader*, C. P. Gause (ed), Peter Lang, pgs. 128-141(peer-reviewed).
- 2016 Gender, Violence and the City of Emotion, In *The Participatory City*, Y. Beebejau, (ed) Berlin, Jovis, pgs. 121-127 (peer-reviewed).

- 2013 Ortiz Escalante, S. and **E. L. Sweet**. Migrant Women's Safety: Framing, Policies and Practice, In *Building Inclusive Cities: Women's Safety and the Right to the City*, Whitzman, C. et al. (eds.), London and New York, Routledge, pgs. 53-72 (peer-reviewed).
- 2012 New Configurations of Racism after 9/11: Gender and Race in the Context of the Anti-Immigrant City, In *Reinventing Race, Reinventing Racism*, J. J. Betancur and C. Harring (eds.), Brill Publishers, pgs. 241-257 (peer-reviewed).
- 2012 Drigo, M. V., C. Ehlschlaeger and **E. L. Sweet**. Intimate Partner Violence and Support Systems, *Ecologist-Developed Spatially-Explicit Dynamic Landscape Models (Modeling Dynamic Systems)*, edited by James Westervelt, New York, Springer Publishing Company, pgs. 234-254 (peer-reviewed).
- 2012 **Sweet, E. L.**, S. Lee and S. Ortiz Escalante. 'A Slow Assassination of Your Soul' Race, Citizenship and Gender Identities in the Borderlands of New Economic Places, *Transnational Migration, Gender and Rights*, Ragnhild Sollund and Liam Leonard (eds.), Emerald Group Publishing Limited, pgs. 99-126 (peer-reviewed).
- 2010 Strategies for Achieving Diversity in Urban Planning: A Case Study at the University of Illinois, *Implementing Diversity: Contemporary Challenges and Best Practices at Predominantly White Universities*, Jorge Chapa, Helen Neville, and Margaret Browne Huntt (eds.), Champaign, IL, Center for Democracy in a Multiracial Society, pgs. 224-246 (peer-reviewed).
- 2007 Beyond WID WAD and GAD: Expanding Gendered Economic Development Theory Part 2, *История и культура народов сибирских стран центральной и восточной азии батыевские чтения* (History and Culture of the Siberian People, Central and East Asia Countries: Batuevskie Readings), Ulan Ude, Russia pgs. 486-496.
- 2006 Spy or Feminist: "Grrrilla" Research on the Margin. Demos, V. and Texler Segal, M. (Ed.) *Gender and the Local-Global Nexus: Theory, Research, and Action (Advances in Gender Research, Vol. 10)*, Emerald Group Publishing Limited, Bingley, pgs. 145-161. (peer-reviewed).
- 2006 Beyond WID WAD and GAD: Expanding Gendered Economic Development Theory Part 1 *История и культура народов сибирских стран центральной и восточной азии батыевские чтения*. (History and Culture of the Siberian People, Central and East Asia Countries: Batuevskie Readings), Ulan Ude, Russia pgs. 125-133.

Conference Proceedings

- 2004 *Trabajando y Cresiendo: Preliminary Findings on Low-Income Latinas in the Chicago Workforce. Gender and Human Security Latina/o Immigrants in the Midwest, Perspectives: Research Notes and News*, 24(2): 33-36
<http://wgpp.illinois.edu/publications/newsletters/2004Spring.pdf>.
- 2001 **Sweet E. L.** and Y. Dous. Civic Education Projects: An International Exchange Program in Omsk. *International Relations for Developing Social and Economic Process in the CIS Countries*, Omsk, Russia.

Encyclopedia Entries

- 2009 Women and the City, *Encyclopedia of Urban Studies*, edited by Ray Hutchison, Newbury Park, CA, SAGE Publications, Inc., Pg. 963-966.

Book Reviews

- 2019 *Constructive Feminism: Women's Spaces and Women's Rights in the American City* by Daphne Spain. *Journal of Planning Education and Research* 39(1): 124-125
- 2014 *Locating Migration: Rescaling Cities and Migrants*, Nina Glick Schiller and Ayşe Çağlar, eds. Ithaca, NY: Cornell University Press, 2011. *Journal of Planning Education and Research* 34(1): 97-99.

Manuscripts in preparation

Sweet, E. L., K. Williams Witherspoon, K. Turner, and E. Fornero. Social-Cultural Quantum Optics: How we learn to see diversity, equity and inclusion. For the *Race Ethnicity and the City* (under review)

Anti-Blackness and Black Erasure in Mexico: Recuperating *Afro-Mexicanidad* to facilitate decolonial urban planning in the U.S. For the *Race Ethnicity and the City* (under review)

Sweet, E. L., M. López-Garza, and T. Córdova, Prisons, Joblessness, and Violence: Latinas' expendable labor in in the context of economic restructuring For *Journal of Planning Education and Research* (will submit August 2020)

Imeokparia, T. O. and **E. L. Sweet**. Towards a Reconceptualization of the 'Everyday' in Urban Planning and Design Discourse. For *Planning Theory*. (will submit August 2020)

E. Harper-Anderson, **Sweet, E. L.** and M Wilson. The Geography of Multiple Simultaneous Workforce Development Programs. For *Mobilities* (will submit September 2020)

Books in Preparation

Community accountability: Ending violence against women by looking inward for solutions and building diverse economies. For Routledge Press.

Policy Reports

- 2016 **Sweet, E. L.**, K. M. Turner, K. Williams-Witherspoon, *E. Fornaro, Contradictions of Perceptions and Reality at Temple University: A Report from The 2014 Diversity Symposium ACCORD/FOC, Temple University.
- 2009 Latina Portrait: Social Economic Well Being Synopsis, *Mujeres Latinas en Acción*. Policy Brief.
http://www.mujereslatinassenaccion.org/Publications/latina_portraits
- 2005 Betancur, J. J. and **Sweet, E. L.** Bilingual Manufacturing Training Programs: Challenges and Opportunities. Research Paper and Evaluation, Instituto del Progreso Latino.
- 2004 **Sweet, E. L.** and *B. Gunzel. *Trabajando y Creciendo*: Low Income Latinas in the Chicago Workforce *Illinois Department of Human Services*, Chicago, IL Policy Report.

Popular Press

- 2019 Body Map Storytelling: Visceral Data for Planning *Progressive City Magazine*
<https://www.progressivecity.net/single-post/2019/09/30/BODY-MAP-STORYTELLING-VISCERAL-DATA-FOR-CITY-PLANNING>
- 2015 Mapping Anti-Violence Strategies *Democratic Left* XLII(4): 8.
- 2014 **Sweet, E. L.**, K. M. Turner and K. Williams-Witherspoon. Three Senior Scholars of Color Discuss their Research and Diversity at Temple *Faculty Herald*, 44(5): 1 and 4-5. http://www.temple.edu/herald/44_5/ThreeSeniorScholarsDiscuss.htm
- 2013 How Grassroots Women Are Raising Awareness and Enlisting Authorities Against Growing Violence in Peru *The Global Urbanist*.
<http://globalurbanist.com/2013/03/18/groots-peru>
- 2006 Femicide and Economic Development in Ciudad Juarez: Part of a New Gender Agenda in Planning *Progressive Planning* 167: 20-27.

Letters

- 2011 Response to Letter to Editors: Action and Planning Where do We Draw the Line? *Journal of Planning Education and Research*, 31(2): 221-222.

AWARDS – HONORS

- 2019 Award for Contributions to the University, Senate Committee on Status of Faculty of Color Committee, Temple University
- 2018 Honorable Mention, Marilyn J. Gittell Activist Scholar Award, Urban Affairs Association.
- 2016 Leadership Award, Senate Committee on Status of Faculty of Color Committee, Temple University.
- 2012 National Science Foundation-Catalyzing Research on Geographies of Broadening Participation Retreat.
- 2008 University of Illinois Urbana Champaign, List of teachers ranked as Excellent by Students.
- 2008 University of Illinois Urbana Champaign, Nominated, Campus Award for Excellence in Public Engagement.
- 2008 Arnold O. Beckman Research Award, University of Illinois Urbana Champaign, Complement, Mismatch or Overlap: The Effectiveness of Multiple Simultaneous Workforce Related Programs.

GRANTS AND FELLOWSHIPS

- 2018-2019 Lumina Fund Awards for Racial Justice and Equity, (Co-PI) Moving from safe to brave spaces through interactive community conversations. \$50,000
- 2016-2017 Temple University Community Driven Research Day, (PI) Fostering sustainable economic opportunities for immigrant women survivors of violence in Norristown, PA. \$10,000
- 2016 GenEd Information Literacy Cross Teams, (PI) Urban timeline challenge. \$1000
- 2014-2015 Temple University International Affairs, Internationalization Grant, (PI) Body and community mapping: linking visceral experiences with neighborhood spaces to understand women's safety in cities. \$4,000
- 2014-2015 American Sociological Association-Spivack Program Community Action Research Initiative, (PI), Migrant women's experiences of gender violence in the new Latino diaspora. \$3,000
- 2012-2013 National Science Foundation, (PI) Grant through Catalyzing Research on Geographies of Broadening Participation, Visceral geographies of whiteness and

- invisible micro-Aggressions. \$3,050
- 2012-2013 Temple University Faculty Senate Seed Money Fund, Department of Geography and Urban Studies (Co-PI), Rural strategies, urban struggles: food security among displaced women in Medellin, Colombia. \$8,000
- 2010-2011 Catholic Charities for Human Development, (PI) Women for Economic Justice Project: Collaborative for Women's Collectives. \$15,000
- 2008-2010 Research Board Grant, University of Illinois Urbana Champaign, (PI) Complement, Mismatch or Overlap: The Effectiveness of Multiple Simultaneous Workforce Related Programs. \$17,910
- 2008 Institute for Research on Race and Public Policy, University of Illinois Chicago, Forum: Reinventing Race, Reinventing Racism: The 40th Anniversary of the Kerner Commission. Race and Gender in the New Anti-Immigrant City: Implications for Brown Women. \$800
- 2007-2009 Research Board Grant, University of Illinois Urbana Champaign, (PI) Transnational Economic Gardening: Examining Latina Economic Communities. \$6,591
- 2007 Center for Democracy in a Multiracial Society, University of Illinois Urbana Champaign, Diversity in Planning: From the Discipline to Our Department's Diversity Code. \$1,000
- 2007 Creative Research Award, College of Fine and Applied Arts, University of Illinois Urbana Champaign, (PI), Intersections of Race, Gender, and Class in Transnational Economic and Social Activism: Mexican Community Activism and How Cities Can Benefit From It? \$5,000
- 2005-2006 Fulbright Scholar, Gendered Economic Development in the Context of Transition: A Case Study in Ulan Ude, Buryat State University, Ulan Ude, Russia.
- 2005 Rockefeller Foundation Resident Fellowship in the Humanities, A Cross Border Analysis of Women's Empowerment through Cooperation, Migration, and Ownership: Transitions in Mexican and Siberian Labor Strategies, Regional Center for Multidisciplinary Research (CRIM), National Autonomous University of Mexico (UNAM), Cuernavaca, Mexico.
- 2003-2005 Research Grant, Illinois Department of Human Services, (PI) *Trabajando y Creciendo*: Latinas in the Chicago Workforce. \$100,000

INVITED TALKS

- 2019 Bodies in Social Science Research: Methods, Meaning, and Activism, 25th Annual Moore Undergraduate Research Apprenticeship Program (MURAP) Conference, UNC, Chapel Hill, July 18-19.
- 2018 Black erasure in Mexico and Mexican bodies in the US: Economics, violence, and mobility. Rutgers Department of Geography's MaGrann Conference, Rutgers University, New Brunswick, March 22-23.
- 2018 The color of violence in Mexican immigrant communities in the US: Racial identity and the economics of colonialism. 22nd Arturo A. Schomburg Symposium, "Does Violence Have Color? Taller Puertorriqueño, Philadelphia, February 24.
- 2015 *Territorio Cuerpo-Tierra: Mapping bodies and communities as a continuum to make places safer for women.* CUNY Graduate School Speaker Series, September 10.
- 2015 Disassembled in Russia: How Buryats reconstruct through time and space. Cities Across the Globe. The Great Cities Institute, University of Illinois Chicago, April 30.
- 2015 Latinas in Chicago: Kitchen Table Planning in a Diverse Economy. DePaul University, Chicago. April 17
- 2014 Immigrant Women's Bodies in Safe Places: Rethinking the Public Private Divide and How We respond to Violence. American Planning Association Conference, Atlanta, April 27.
- 2014 Body-Map Storytelling and Community Mapping. Half Day Workshop University of Pittsburgh, February 28.
- 2013 Internally Displaced Women in Medellin, Colombia: Food Insecurity, Violence, Health and Mobility. Great Cities Institute, University of Illinois Chicago, November 21.
- 2013 Truth and Reconciliation: A Way to Add Caring and Love into Planning Education and Practice. University of Michigan Symposium Planners in a Post-Racial Society: Challenges and New Directions, November 1.
- 2012 Keynote, *Perspectiva de Genero y Feminismo: Influencias y Resultados en Planificación Urbana.* VI Congreso Nacional y el 2o. Congreso Internacional de

la Asociación de Arquitectas y Urbanistas, El Hábitat Sustentable con Perspectiva de Géneros, Hidalgo, Mexico, October 7-10.

- 2012 *Mujeres e (In)Seguridad Urbana: Experiencias en Chicago, Medellín y Barcelona.* Encuentro Internacional de Ciudades Seguras para las Mujeres, Mexico City, July 26-27.
- 2008 Keynote, Economic Justice, Globalization and Urban Planning: The Case of Juarez. International Women's Day Conference, DePaul University, Chicago, March 6.
- 2008 Economics for Survivors, Keynote Speaker, Chicago Metropolitan Battered Women's Network, Chicago, February 28.
- 2006 Keynote, Feminism, Gender and Economic Development, Political Café. Ulan Ude Public Library, Russia, March 8.
- 2006 Keynote, Women and Economic Development: Opportunities in Ulan Ude. The Buryat Republic's Department of Women and Children for their Strategic Gender Plan Conference, Russia, February 12.
- 2005 Keynote, Gender and Strategic Planning: Evidence from Mexico, Chicago, and Omsk. Ulan Ude Strategic Planning Committee, Russia, September 21.
- 2005 Methods for Collecting Data on Women and Economic Development. American Council for International Education, Buryat Republic, Russia, September 10.
- 2005 Gender and Planning, National Autonomous University of Mexico, Urbanism Department, Mexico City, March 24.
- 2001 Feminist Oral Histories and Social Policy; Gender Issues in Transitioning Societies, International Summer School for Social Work, Social Policy, Education, Practice, Saratov, Russia, June 14.
- 2001 Qualitative Methods, Novosibirsk State University, Sociology Department, Academic City, Russia, April 10.
- 2001 Qualitative vs. Quantitative Methods, Qualitative Techniques, and Designing Research Projects Using Qualitative Methods, Sakhalin State University, History Department, Russia, March 26.

CONFERENCE ACTIVITY/PARTICIPATION

Invited Panelist

- 2017 Indigenous Feminisms: Keywords in the Missing and Murdered Indigenous Women and Girls Crisis, Association of Collegiate Schools of Planning, Denver, October 12-14.
- 2017 Planning for Sanctuary or Stronghold?: Planning and Policing Urban Space. Association of Collegiate Schools of Planning, Denver, October 12-14.
- 2015 Better than text? Exploring the opportunities for and practicalities of visceral methodologies in human geography research, Association of American Geographers, Chicago, April 21-26.
- 2012 Indians on the Move: Otomi Transnational Lives in San Pablito and Durham by Altha Cravey, Association of American Geographers, NY, February 24-28.
- 2008 Leaving a Legacy for the Next Seven Generations: Indigenous Women's Epistemologies, A Community Symposium, University of Illinois Urbana Champaign, In Beauty, It is Restored: Media Activism, Scholarship & Responsibilities of Indigenous People, September 27.

Papers Presented

- 2020 Afro-Mexicans: Black erasure and its impact on economies, violence and mobility in Mexico and the US. Latin American Studies Association, Guadalajara, Mexico, May 13-16 (Conference Cancelled-Covid-19).
- 2020 Anti-Blackness in Mexico: The Deliberate Erasure of African Influence and its Impact on Mexicans in Mexico and the US. Urban Affairs Association, Washington DC, April 2-4 (Conference Cancelled-Covid-19).
- 2019 Comparing Formal and Informal Approaches to Community Wealth Building: A Comparative Analysis of Richmond, VA and Norristown, PA Association of Collegiate Schools of Planning, Greenville, South Carolina October 24-27 (UPCD Boycotted Conference-LGBTQ).
- 2019 Prisons, Joblessness, and Violence: Latinas' expendable labor in in the context of economic restructuring, Urban Affairs Association, Los Angeles, April 24-27.
- 2018 Violence and Economics: Methods to Understand the Madness. Interdisciplinary Participatory Approaches in Spatial Planning & Development, University of Illinois Chicago, September 24-26.
- 2018 Who, What and Where: Reversing the Gaze onto the Researchers, Urban Affairs Association, Toronto, April 4-7.

- 2017 Health, homes and hard skills: Immigrants charting a course for community and economic development, Association of Collegiate Schools of Planning, Denver, October 12-14.
- 2017 Checking our Cultural Parallax: An Examination of Experiences, Positionality, and Privilege of Campus Climates. American Education Research Association, San Antonio, April 27-May 1.
- 2017 Community Accountability v. Social Innovation: The case of women in Chicago working to end violence against women. Urban Affairs Association, Minneapolis, April 19-22.
- 2016 Everyday violence against Mexican women: Moving from alienation to community accountability. Urban Affairs Association, San Diego, March 16-19.
- 2015 Towards a Reconceptualization of the 'Everyday' in Urban Planning and Design Discourse. Association of Collegiate Schools of Planning, Houston, With Timothy O. Imeokparia, October 22-26.
- 2015 Treading Treacherous Waters: A Conversation with Women Faculty of Color on Teaching Race. National Conference on Race & Ethnicity in American Higher Education, Washington, DC. With K. Turner, K. Williams-Witherspoon, D. M. Peters, and S. Peterson Lewis, May 26-30.
- 2015 Visceral and spatial implications of violence for Mexican women in satellite cities: Mapping disadvantages, inequalities, and injustices together with agency and resolve. Urban Affairs Association, Miami, April 21-26.
- 2014 Mexican women mapping their bodies and communities to eradicate violence against women in Norristown, PA. Critical Geography Conference, Temple University, November 7-9.
- 2014 Body and community mapping: linking visceral experiences within neighborhood spaces. Association of Collegiate Schools of Planning, Philadelphia. With Sara Ortiz Escalante, October 29-November 2.
- 2014 Bringing the Body into Planning: Visceral Methods, Fear and Gender Violence, Urban Affairs Association, San Antonio. With Sara Ortiz Escalante, March 18-21.
- 2013 Body Movement Practice as Community Research and Community Healing: Women and Violence in the Context of Disaster, Planners Network Conference, Brooklyn, June 8.

- 2012 Twenty Years Later: Women and Economic Transition in the Russian Republic of Buryatia, Association of Collegiate Schools of Planning, Cincinnati, October 31-November 3.
- 2012 Women and the Economics of Survival Before and After Regime Change: Diverse Economies and Work Strategies in the Russian Republic of Buryatia, Race, Ethnicity and Place Conference, San Juan, Puerto Rico, October 24-26.
- 2012 Assessing the Impact of ARRA and Workforce Development on Regional Unemployment, Urban Affairs Association, Pittsburg, With Elsie L. Harper-Anderson, April 18-21.
- 2011 Migrant Women's Safety: Policy Approaches and Best Practices, Association of Collegiate Schools of Planning, Salt Lake City, October 12-16.
- 2011 The Shaping of Immigrant Communities: Representations of Racialized Haitians and Mexicans through the Lens of Crisis and Resistance, Association of American Geographers, Seattle, WA, April 12-16.
- 2011 Covering Chaos: Representations of Haiti and Mexico During Times of Crisis, Urban Affairs Association, New Orleans, LA, April 12-16.
- 2010 Locating Immigrant Latina Economic Activities in a Diverse Economies Framework: Evidence from Chicago, Association of American Geographers, Washington, D.C., April 14-18
- 2010 "A Slow Assassination of your Soul": Race, Citizenship, and Gender Identities in a New Place, Urban Affairs Association, Honolulu, March 10-13.
- 2009 Diverse Economic Activities In Relation to Economic Geography: Understanding Latinas at Work in Chicago, Association of Collegiate Schools of Planning, Crystal City, October 1-4.
- 2009 New Expressions of Racism after 9/11: Gender and Racism in the Context of the Anti-Immigrant City, Association of American Geographers, Las Vegas, March 22-27.
- 2009 How Planning Engages Gender Violence: Evidence from Spain, Mexico, and the US, Urban Affairs Association, Chicago, March 4-7.
- 2008 Teaching Diversity in Urban Planning: From the Discipline to our Department's Diversity Code, ACSP and Association of European Schools of Planning 4th Joint Congress, Chicago, July 6-11.

- 2008 Women for Economic Justice: A New Model of Economic Development for Domestic Violence Survivors, Urban Affairs Association, Baltimore, April 23-26.
- 2008 Latina Economic Empowerment in the Context of Gender Violence: A Framework and Preliminary Results, Association of American Geographers, Boston, April 15-19.
- 2008 Economic Transition in the Buryat Republic: Women's Struggles and Agency, 15th Annual Central Eurasian Studies Conference, Indiana University, March 22-23.
- 2007 Women for Economic Justice: Trying to WEJ our Way into Sustainable Economic Empowerment with Latinas, Women's Economic Empowerment: Where the Buck Starts, Stalls, and Stops for Women in Today's Globalism, Truman College, October 26.
- 2007 What Are the Women Doing in the Anti-Immigrant City? Association of Collegiate Schools of Planning, Milwaukee, October 18-21.
- 2007 Gender Violence in the Context of Economic Policy and Practice: Implication and Findings from Mexico and Russia, Urban Affairs Association, Seattle, April 25-28.
- 2007 Spy or Feminist: Grrrilla Research on the Margin, Association of American Geographers, San Francisco, CA, April 17-21.
- 2007 Indigenous People and Struggle in the Context of Contemporary Russian Imperialism: Resistance in the Buryat Republic, 14th Annual Central Eurasian Studies, Indiana University, May 31-June 1.
- 2006 Gender Violence and Economic Transition in Post-Soviet Ulan Ude, Association of Collegiate Schools of Planning, Fort Worth, November 9-12.
- 2005 Gender, Culture, and Economic Development: The Case of Ulan Ude, Russia, World Planning Congress, Mexico City, July 11-15.
- 2006 Indigenous People, Gender, and Struggle: The Case of Buryat Republic, Planners Network Conference, Chicago, June 8-11.
- 2005 Gender Violence and Economic Development Planning: The Case of Juarez, Association of Collegiate Schools of Planning, Kansas City, October 27-30.

- 2005 Gender and Strategic Planning: Evidence from Mexico, Chicago, and Omsk. Administration of Ulan Ude, Scientific and Practical Conference on the Strategic Development Plan for Ulan Ude, Russia, September 17.
- 2005 *Empoderamiento femenino a través de la cooperación, la migración y la propiedad. Dos casos de estudio: México y Rusia*, Regional Center for Interdisciplinary Research, National Autonomous University of Mexico, Cuernavaca, Mexico, March.
- 2004 Low-Income Latinas in Chicago: A Framework for Economic Empowerment Strategies, Association of Collegiate Schools of Planning, Portland, OR, October 21-24.
- 2004 Low-Income Latinas in the Chicago Workforce, Conference on Chicago Research and Public Policy, The Changing Face of Metropolitan Chicago, May.
- 2004 Femicide in a Global City: The Case of Ciudad Juarez, Mexico, University of Illinois at Chicago, Urban Planning and Policy, Friday Research Forum, March.
- 2004 *Trabajando y Creciendo: Preliminary Findings on Low-Income Latinas in the Chicago Workforce*, University of Illinois at Urbana Champaign, Women, Gender and Global Perspectives Program Symposium, Gender and Human Security: Latina/o Immigrants in the Midwest, March.
- 2003 Rathgeber Revised-Beyond WID, WAD and GAD: Evidence from Mexico, American Sociological Association, Atlanta, August 16-19.
- 2003 Instituto del Progreso Latino: Job Training for Low-Income Latino Immigrants 4th National Low-Income Immigrant Rights Conference, Washington, D.C., May.
- 2003 Qualitative Methods or Espionage? The Case of a "Feminist Spy" Midwest Sociology Society, Chicago, April.
- 2002 Bilingual Manufacturing Training Programs: The Challenges and Opportunities Association of Collegiate Schools of Planning, Baltimore, November 21-24.
- 2002 Gendered Economic Spaces in Siberia: Survival in the Context of Transition. VI Encuentro de Cultura y Ciudades Contemporáneas, Guadalajara, Mexico, September.
- 2002 Bilingual Manufacturing Training for Immigrant Women in Chicago, Fifth Community Research Network Conference, Chicago, June.
- 2002 Globalization and Women: Two Perspectives from Russia and Mexico, University

of Chicago, Department of Sociology Workshops on Globalization, May.

- 2002 Family and Education During Transition: A Case Study in Siberia, Midwest Sociology Society, Milwaukee, April.
- 2001 Gender and Transition in Siberia, Association of Collegiate Schools of Planning, Cleveland, November 8-11.
- 2001 Bilingual Manufacturing Technology Bridge Program at IDPL-The Challenges and Opportunities, Building on the Benefits of our Bilingual Multicultural Workforce Summit, El Paso, November.
- 2001 The Gendered Effects of Economic Structural Adjustment: Two Case Studies--Siberia and Mexico, World Planning Schools Congress, Shanghai, China, July.
- 2001 CEP: An International Exchange Program in Omsk, International Relations for Developing Social and Economic Process in the CIS Countries, Omsk, Russia, June.

Poster Sessions

- 2004 Vulture City: Planning and Gendered Violence in Juarez, Association of Collegiate Schools of Planning, Portland, OR, October 21-24.

CAMPUS TALKS

- 2020 ENVSCI 791 Collaborative Community Engagement: Methods, Data, and Findings, University of Massachusetts Boston, March 4.
- 2020 ENVSCI 188 Latina kitchen table planning saving communities: intersectionality and insurgencies in an anti-immigrant city, University of Massachusetts Boston, March 2.
- 2019 ENVST 230 Greening the Ghetto: Alternative approaches to environmental justice. University of Massachusetts Boston, October 22.
- 2018 Radical Compassion: Gender & Culture in the Workplace, Temple University Library, October 2.
- 2016 Gaming in Class: Providing Content through Play Temple University Center for the Advancement of Panel: Teaching Play: Using Gaming Pedagogy to Transform your Curriculum, November 15.

- 2009 Economic Activities In Relation to Economic Geography: Latinas at Work in the US and Mexico-An NSF Proposal Transnational Seminar Series, University of Illinois Urbana Champaign, March 13.
- 2009 Gender and the Anti-Immigrant City: Women Respond to a New Context, Center for Democracy in a Multiracial Society, Immigration and Race in Illinois Workshop, April 25.
- 2008 Vulture Cities: How Planning Engages Gender Violence PhD Seminar Department of Urban and Regional Planning, University of Illinois Urbana Champaign, March.
- 2008 Rural Women's Access to Legal Services and Economic Development Opportunities, University of Illinois Urbana Champaign, Law School, October 8.
- 2007 Multiple Uses of Qualitative Methods in Planning, PhD Seminar, Department of Urban and Regional Planning, University of Illinois Urbana Champaign, Champaign, IL, October 31.
- 2007 Ethnography and other Qualitative Tools in Planning: Old Uses and New Opportunities, Lew Hopkins Symposium, University of Illinois Urbana Champaign, September 7.
- 2007 Culture and Gender as a Guide for Economic Empowerment: The Case of Low-Income Latinas in Chicago The Changing Face of Illinois Community, University of Illinois Urbana Champaign, Extension Program, August 16.
- 2004 Culture and Gender as a Guide for Economic Empowerment: The Case of Low-Income Latinas in Chicago, Department of Urban & Regional Planning, University of Illinois at Urbana Champaign, February.
- 2002 Spy or Feminist? Academic Pursuits in Siberia, Northeastern Illinois University, Annual Women's Studies Symposium, March.
- 2000 Deconstructing Gendered Stereotypes of Work and Economic Activity in a Mexican Village, University of Illinois at Chicago Graduate Student Conference, April.
- 1999 Gendered Effects of Structural Adjustment in a Small Village in South Central Mexico, University of Illinois at Chicago, Urban Planning and Policy Program, Friday Research Forum, September.

TEACHING EXPERIENCE

(OLL = OnLine Learning format, H = hybrid online and face to face format)

University of Massachusetts Boston

History and Theory of Planning (Fall 2020)
Qualitative Methods for Urban Planners (Fall 2020)
Environment and Development (OLL) (Summer 2020)
African American Social Movements (OLL) (Spring 2020)
Community Development for Planners (Spring 2020)

Temple University

Urban Society in a Global Economy (H)
Development and Globalization (OLL and H)
Global Cities (OLL and H)
International Urbanization
Sustainable Environments (OLL)
Qualitative Research Methods (graduate and undergraduate)
Environment and Development
Urban Dynamics: Global, Regional, and Local Connections (H)
Master's Paper
Senior Seminar

University of Illinois Urbana Champaign

Planning for Cities and Regions
Social Inequality and Planning (Studio)
Community Economic Development
Qualitative Methods
Community Development in Chicago: Race, Gender, and Difference

Buryat State University

Gender and Economic Development
Qualitative Methods in Economic Development

National Autonomous University of Mexico

A Gendered City: Gender Sensitive Urban Planning and Policy (in Spanish)

Northeastern Illinois

Demography and Population
Urban Sociology
Social Policy: Work and Family
Sociology of the Latina
The Sociology of Work
The Sociology of Aging

Women and Development
Qualitative Methods for Economic Development Analysis
Sociology of the Working Woman (study abroad in Mexico)

Instituto del Progreso Latino

Family Literacy-Even Start (combination ESL and Pre-K w/ parents and children)
Work Place Communication
Vocational English as a Second Language
Math for Manufacturing

University of Illinois Chicago

International Planning II
Women and Development

Omsk State University

Gender and Development
Qualitative Field Research Methods

RESEARCH EXPERIENCE

- 2008-2010 Director, Gender and Race Intersections in Planning-Lab (GRIP-LAB),
University of Illinois Champaign, IL.
- 2001-2004 Researcher, Instituto del Progreso Latino, Chicago, IL
- 2000 Chicago Field Supervisor, Fragile Families *Study*, Mathematica, Princeton, NJ.

LANGUAGE SKILLS

Spanish (fluent), Russian (intermediate level)

SERVICE TO THE PROFESSION

- 2019-2021 Elected President, Faculty Women's Interest Group, Association of Collegiate
Schools of Planning.
- 2018-2019 Steering Committee Member. Faculty Workload and Climate Survey Association
of Collegiate Schools of Planning.
- 2016 Proposal Review. University of Missouri Research Board.
- 2010-2014 Elected Secretary/Treasury. Planners of Color Interest Group, Association of
Collegiate Schools of Planning.
- 2008-2013 Planning, Nominations Committee, Chair. Global Planning Educators Interest
Group, Association of Collegiate Schools of Planning.
- 2011 Proposal Reviewer. National Science Foundation.

- 2008-2011 Policy Committee Planners of Color Interest Group, Association of Collegiate Schools of Planning.
- 2005-2007 Working Group on the Genocide in Juarez, University Program on Gender Studies National Autonomous University of Mexico (UNAM).
- 2002-2005 Curriculum Committee Member. Association of Collegiate Schools of Planning, Planning Globally Taskforce.

Journal referee

American Sociological Review
Bitácora Urbano/Territorial (in Spanish)
Economic Development Quarterly
Ecopsychology
Environment and Planning C: Politics and Space
Feminist Theory
Gender, Place and Culture
GeoForum
International Journal of Urban and Regional Research
International Migration
Journal of Aggression, Maltreatment & Trauma
Journal of Agricultural Education and Extension
Journal of the American Planning Association
Journal of Planning Education and Research
Journal of Planning History
Journal of Urban Affairs
Journal of Urbanism
Latin American Research Review (in Spanish)
Latino Studies
Signs: Journal of Women in Culture and Society
Urban Studies
Women's Studies International Forum
World Development

DEPARTMENT/UNIVERSITY SERVICE

University of Massachusetts Boston

- Fall 2020 Faculty Council representing CLA-Africana Studies
- 2020-Present SFE Anti-Racist Task Force External chair
- 2020-Present African Studies Graduation Ceremony Committee
- 2020 JFK Award Committee
- 2019-Present Diversity Committee, University Council
- 2019-Present Advisory Council, Gaston Institute
- 2019-Present Graduate Curriculum Committee, School for the Environment

Temple University

- 2018-2019 Appointed Gen Ed Coordinator for Development and Globalization
- 2018-2019 Elected Member. College of Liberal Arts, Non-Tenure Track Merit Committee.
- 2018 Turf CreWS Panel Discussant, Undergraduate Research Conference, Temple University
- 2016-2019 Appointed Member. Council of Diverse Constituents.
- 2013-2019 Co-Chair, Faculty Senate Committee on the Status of Faculty of Color (FOC).
- 2013-2019 Steering Committee Member, Academic Center on Research in Diversity.
- 2015-2017 Appointed member College of Liberal Arts, Non-Tenure Track Merit Committee.

University of Illinois Urbana Champaign

- 2010 Faculty Advisor, Planners Network.
- 2007-2010 Library Committee, College of Fine and Applied Arts.
- 2008-2009 Campus Advisory Committee, East St. Louis Action Research Project.
- 2007-2009 Diversity Committee Coordinator, Department of Urban and Regional Planning.
- 2007-2008 I-Space Committee, College of Fine and Applied Arts.

COMMUNITY INVOLVEMENT/OUTREACH

- 2004- Present Founding member and board member Women for Economic Justice, Chicago, IL.
- 2020-Present Guiding Committee Members-Little Village Covid Recovery Plan, Chicago IL.
- 2012- 2016 International Advisory Council Member, Women in Cities International, Montreal, Canada.
- 2004 Workforce Development in Latino Communities member, Senator Barack Obama's Latino Policy Committee, Chicago, IL.
- 2003-2005 Advisory Committee, Latina Portraits Revisited, Mujeres Latinas en Acción, Chicago, IL.
- 2003-2005 Advisory Committee: Economic Development Planning Committee, Latino Organization of the Southwest, Chicago, IL.
- 2002-2003 Advisory Committee Member, Elders Oral History Project, Native American Foster Parents Association, Chicago, IL.
- 2001-2005 Workforce Development Department Curriculum Committee, Instituto del Progreso Latino, Chicago, IL.
- 2002-2003 *NCLA Pilot High School Development Committee Member*, Instituto del Progreso Latino, Chicago, IL.
- 2002-2003 Consultant for High School Accreditation Application, Instituto del Progreso Latino, Chicago, IL.

PROFESSIONAL DEVELOPMENT

University of Massachusetts Boston

2020 Climate Justice Deep Dive
2019-2020 Junior Faculty Research Seminar

Temple University

2018 The Reciprocal Peer Review of Teaching (RPRT) program.
2018 International Educators Academy, Temple University.
2017 Online Teaching Institute, Center for Advancement in Teaching.
2017 Workshop on Designing Online Courses, Center for Advancement in Teaching.
2016 Train the Trainer Multicultural Education Workshop, The Office of Institutional Diversity, Equality, Advocacy and Leadership (IDEAL).
2016 Provost Teaching Academy, Center for Advancement in Teaching.
2013 Certificate Program in Virtual Teaching, Center for Advancement in Teaching.
2012-2013 Learning Circle for Online Teaching, Center for Advancement in Teaching.



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Office of the Mayor

419-20

Telephone
(617) 796-1100

Fax

(617) 796-1113

TDD/TTY

(617) 796-1089

Email

rfuller@newtonma.gov

October 7, 2020

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

Honorable City Councilors:

I respectfully submit a docket item to your Honorable Council requesting authorization to enter into an intergovernmental service agreement (the "Global Participation Agreement") for the purposes of joining MassDocs. MassDocs coordinates the funding programs documentation of four state agencies, thereby creating only one set of loan documents for housing developments using funding from multiple state and federal sources. This is helpful for such organizations as the Newton Housing Authority's Haywood House and 2Life Communities' Golda Meir House Expansion Project.

Please see the attached memo from Director of Housing & Community Development Amanda Berman on this matter.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor Ruthanne Fuller

CITY CLERK
NEWTON, MA, 02459

2020 OCT - 9 PM 3:58

RECEIVED



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

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(617) 796-1120
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(617) 796-1089
www.newtonma.gov

Barney S. Heath
Director

September 17, 2020

Jonathan Yeo
Chief Operating Officer
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

Dear Jonathan:

I write to request that the following docket item be submitted to the City Council for its consideration:

DIRECTOR OF PLANNING & DEVELOPMENT requesting authorization to enter into an intergovernmental service agreement (the "Global Participation Agreement") for the purposes of joining MassDocs, as authorized by statute G.L. c. 40 Sec. 4A. This type of contract is exempt from G.L. c. 30B procurement. MassDocs coordinates the funding programs of four state agencies, creating only one set of loan documents for housing developments using funding from multiple state and federal sources, such as the Newton Housing Authority's Haywood House and 2Life Communities' Golda Meir House Expansion Project. This consolidation of documents simplifies the loan closing process and makes compliance during the loan term simpler.

Please let me know how I can assist in moving this forward.

Thank you,

Amanda Berman
Director, Housing & Community Development

CC: Barney Heath, Director, Planning & Development Department

Attachments:

- Joinder to Global Participation Agreement



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

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Barney S. Heath
Director

MEMORANDUM

DATE: October 23, 2020

TO: Councilor Crossley, Chair, Zoning and Planning
Members of the Zoning and Planning Committee

FROM: Barney S. Heath, Director of Planning and Development
Amanda Berman, Director of Housing & Community Development

RE: **MassDocs**

CC: Jonathan Yeo, Chief Operating Officer
City Council

The Planning Department respectfully requests authorization for the City to enter into an intergovernmental service agreement (the "Global Participation Agreement") for the purposes of joining MassDocs, as authorized by statute G.L. c. 40 Sec. 4A. This type of contract is exempt from G.L. c. 30B procurement.

MassDocs is a collaborative effort of the state Department of Housing and Community Development (DHCD), MassHousing, the Massachusetts Housing Partnership (MHP) and the Community Economic Development Assistance Corporation (CEDAC). Numerous cities, towns and consortiums across the state use MassDocs, including Arlington, Boston, Brookline, Lexington, Lynn, the North Shore HOME Consortium, Quincy, Worcester, and others.

MassDocs makes affordable rental housing development more efficient by coordinating the funding programs of four state agencies and offering one set of loan documents to developers receiving loans from multiple state and federal sources, such as the Newton Housing Authority's Haywood House and 2Life Communities' Golda Meir House Expansion Project. This means that review work can be coordinated by a single joint counsel (hired by DHCD) for all subordinate public loans in a project. This consolidation of documents simplifies the loan closing process and makes compliance during the loan term simpler.

Newton Planning staff and its city solicitors would be incorporated into the MassDocs process throughout the financial closing of both Haywood House and Golda Meir Expansion Project. While DHCD's closing attorneys manage the overall process and the ultimate development of the loan documents, regulatory agreements, affordable housing restrictions, etc., all of the project funders (and their respective counsel) work together to draft and agree upon the final products. The City is not responsible for the cost of MassDocs, or the state's closing attorney's, as the developer pays for this service out of the project budget.

Attached to this memo is a template "Global Participation Agreement," as well as an example of a MassDocs loan agreement and affordable housing restriction (Brookline projects).

Attachments:

- Joinder to Global Participation Agreement
- Example of a MassDocs Loan Agreement and Affordable Housing Restriction (Brookline projects)
- To view sample other documents go to <https://www.massdocs.com>

Joinder to Global Participation Agreement

The _____ of _____ [_____ Consortium] (the _____) joins in the execution of the Global Participation Agreement dated March 13, 2006 among, inter alia, The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, Community Economic Development Assistance Corporation, Massachusetts Housing Partnership Fund Board, and The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c.121D, by the Massachusetts Housing Finance Agency, as administrator (the "Global Participation Agreement") for the purpose of establishing itself thereunder as a Lender. Pursuant to Section 21 of the Global Participation Agreement, the _____ agrees to become a party to the Global Participation Agreement for the purposes of participating in the Program (as defined therein) and to perform all the obligations of a Lender thereunder. Notices to the _____ under the Global Participation Agreement should be sent as set forth below.

IN WITNESS WHEREOF, the _____ has caused this Joinder to be executed under seal, by an official thereunto duly authorized, as of the __ day of _____, 20__.

_____ of _____ [_____ Consortium]

By: _____

Name: _____

Title _____

NOTICE ADDRESS:

_____ of _____ [_____ Consortium]

Attn: _____



This Loan Agreement ("Agreement") is made and entered into as of the 28th day of April, 2015, by and between The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development for itself and as agent for the other Participating Lenders and 51-57 Beals Street LLC, a Massachusetts limited liability company.

SECTION 1. AGREEMENT

The Agent and the Borrower, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this agreement regarding financing for the Project, as hereinafter defined, and the Agent, on behalf of itself and the other Participating Lenders, agrees to make the Loan to the Borrower upon and subject to all the conditions, terms, covenants and agreements herein set forth.

SECTION 2. DEFINITIONS

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

Administrator: Massachusetts Housing Finance Agency, a body politic and corporate and a public instrumentality of The Commonwealth of Massachusetts, or its successors and assigns as applicable.

Affordable Housing Restriction: The affordable housing restriction granted by the Borrower to the Participating Lenders in connection with the Loan governing the affordability of the Property executed as of the date hereof and recorded with the Norfolk County Registry of Deeds.

Agent: The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development

AHT: The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c.121D, by the Administrator.

Area: Boston-Cambridge-Quincy, MA-NH HMFA

Borrower: 51-57 Beals Street LLC, a Massachusetts limited liability company

Borrower's Address: c/o Pine Street Inn, Inc.
444 Harrison Avenue
Boston, Massachusetts 02118



Commitment Letter: Collectively, the commitment letters for the Loan issued by DHCD, AHT, the Town, HITF, and HSITF setting forth the general terms of the Loan, as amended, supplemented or otherwise modified from time to time.

DHCD: The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development.

Eligible Project Costs: All costs and expenses for, and reasonably and directly associated with, the rehabilitation and acquisition of the housing units subject to the Affordable Housing Restriction as set forth on the Project Sources and Uses except for those ineligible costs listed on Exhibit C attached hereto.

Event of Default: An "Event of Default" as defined in Section 7 below.

Guidelines: The HOME Guidelines, the AHT Guidelines, the HIF Guidelines, the HSF Guidelines, the CDBG Guidelines, and the Local AHT Guidelines, as defined in Exhibit K attached hereto.

HITF: Community Economic Development Assistance Corporation, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Innovations Trust Fund Statute, M.G.L. c. 121E.

HSITF: Massachusetts Housing Partnership Fund Board, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F.

HUD: The United States Department of Housing and Urban Development.

Loan: Collectively, the following loans to the Borrower: \$500,000.00 loan from DHCD under the HOME Program (the "DHCD HOME Loan"), \$1,000,000.00 loan from DHCD by the Administrator under the AHT Statute (the "AHT Loan"), \$1,000,000.00 loan from HITF under the HIF Program (the "HIF Loan"), \$500,000.00 loan from DHCD by MHP under the HSF Program (the "HSF Loan"), \$170,400.00 loan from the Town under the HOME Program (the "Town HOME Loan"), \$939,286.00 loan from the Town under the CDBG Program (the "Town CDBG Loan") and \$829,234.00 loan



from the Town under the Local AHT Program (the "Local AHT Loan"). The principal amounts of the Town CDBG Loan and the Local AHT Loan are subject to reallocation by the Town in its sole discretion, provided that the aggregate amount thereof shall remain the same.

Loan Documents:

The Note, the Mortgage, this Agreement and the Affordable Housing Restriction, any and all amendments, modifications, supplements, extensions or renewals thereof, and all other documents executed by the Borrower now or hereafter in connection with the Loan, the terms of which are hereby incorporated by reference.

MHP:

Massachusetts Housing Partnership Fund Board

Mortgage:

The mortgage from the Borrower to the Agent granting the Agent, for itself and on behalf of the Participating Lenders, a mortgage on the Property executed as of the date hereof and recorded with the Norfolk Registry of Deeds.

Note:

Collectively, the promissory notes from the Borrower in the principal amounts of the DHCD HOME Loan, AHT Loan, HIF Loan, HSF Loan, City HOME Loan, and Town CDBG and Local AHT Loans each payable to the order of the respective Participating Lender. The Town CDBG and Local AHT Loans are evidenced together by a single promissory note.

Other Loans:

The other loans secured by the Property and identified as junior, senior or pari passu on Exhibit E attached hereto.

Participating Lenders:

The following lenders, or their successors and assigns as applicable, each of which is a participating lender, hereunder: DHCD, AHT, the Town, HITF, and HSITF.

Participating Lenders' Addresses:

AHT:

Massachusetts Housing Finance Agency
One Beacon Street
Boston, Massachusetts 02108
Attention: General Counsel

DHCD:

100 Cambridge Street, Suite 300
Boston, Massachusetts 02114
Attention: Chief Legal Counsel

HITF:

c/o Community Economic Development Assistance
Corporation



One Center Plaza, Suite 350
Boston, Massachusetts 02108
Attention: Executive Director

HSITF:
c/o Massachusetts Housing Partnership
160 Federal Street
Boston, Massachusetts 02110
Attention: Director of Portfolio Management

Town:
c/o Department of Planning and Community Development
Brookline Town Hall
333 Washington Street, Room 309
Brookline, Massachusetts 02445
Attention: Director

- Permitted Encumbrances: The mortgage(s) securing the Other Loans and any other encumbrances approved by the Participating Lenders.
- Programs: The HOME Program, the AHT Program, the HIF Program, the HSF Program, the CDBG Program and the Local AHT Program, as defined in Exhibit K attached hereto.
- Project: The acquisition of the property known as and located at 51-53 and 55-57 Beals Street, Brookline, Massachusetts (the "Property") and the rehabilitation of one or more buildings located at the Property to provide 31 units of housing, including an alternative form of housing providing 31 affordable housing units restricted pursuant to the terms of the Affordable Housing Restriction and subject to the conditions set forth in the Commitment Letters.
- Project Schedule: The schedule for the Project set forth on Exhibit D attached hereto, as amended from time to time by mutual written agreement of the Borrower and the Participating Lenders.
- Project Sources and Uses: The development sources and uses for the Project attached as Exhibit B hereto and by this reference incorporated herein, as amended from time to time by mutual written agreement of the Borrower and the Participating Lenders.
- Property: The land described on Exhibit A attached hereto and all improvements now existing or hereafter constructed thereon situated at 51-53 and 55-57 Beals Street, Brookline, Massachusetts.



Regulations: The HOME Regulations, the HIF Regulations and the CDBG Regulations, as defined in Exhibit K attached hereto.

Sponsor: Pine Street Inn, Inc.

Statutes: The AHT Statute, the HIF Statute, the HSF Statute, the CDBG Statute and the Local AHT Statute, as defined in Exhibit K attached hereto.

Town: The Town of Brookline

SECTION 3. CONDITIONS PRECEDENT

3.1 Good and Marketable Title; No Event of Default. The obligation of the Participating Lenders to close the Loan and to make advances is subject to the condition precedent that the Borrower shall have and maintain good and marketable title to the Property in fee simple and full possession thereof free and clear of all liens and encumbrances except for the Permitted Encumbrances and no Event of Default shall have occurred and be continuing.

3.2 Conditions to Closing. The obligation of the Participating Lenders to close the Loan is subject to the following conditions precedent:

- (A) Issuance of building permits with respect to the construction work to be undertaken on the Property;
- (B) Issuance of all permits, licenses or other approvals necessary or appropriate for: (a) the Project, as contemplated in the approved plans and specifications and the Loan Documents, and (b) the operation of the Property after completion of the Project, as contemplated in the Loan Documents (including all permits, licenses and/or other approvals necessary for the provision of any supportive services required by the Affordable Housing Restriction); or, if any such permits, licenses and/or approvals cannot be obtained until the commencement, a future interim stage, or the completion of construction of the Project or any other future date, the Borrower shall have delivered a list of the same to the Participating Lenders, with the Borrower's confirmation that it expects the same to be issued in due course;
- (C) Approval of the plans and specifications for the construction work by the Participating Lenders and all local, state and federal regulatory authorities having jurisdiction over the Property and the Project;
- (D) Execution of a contract between the Borrower and the architect for the Project, reasonably satisfactory to the Participating Lenders;
- (E) Selection of a contractor pursuant to a procedure approved by the Participating Lenders and execution of a construction contract between the Borrower and the contractor for the Project, reasonably satisfactory to the Participating Lenders;
- (F) Submission by the Borrower to the Participating Lenders of satisfactory evidence that all funds necessary for the Project, as set forth in the Project Sources and Uses attached as Exhibit B, have been advanced to the Borrower or are available to the Project in accordance with

the executed Other Loan documents that have been approved by the Participating Lenders, or through binding commitments reasonably satisfactory to the Participating Lenders;

(G) Submission by the Borrower of the following additional documents as may reasonably be required and approved by the Participating Lenders: written opinions of the Borrower's counsel, or evidence reasonably satisfactory to the Participating Lenders in lieu of opinions of counsel, as to (a) the existence and authority of the Borrower and its manager/managing member and due execution and enforceability of the documents to be executed by the Borrower and its manager/managing member in connection with the Loan, and (b) the compliance of the Property and the Project with applicable building, zoning, subdivision, licensing, historic preservation, environmental, planning, land use and sanitation laws and regulations;

(H) Submission by the Borrower of policies of property, casualty/liability and title insurance acceptable to the Participating Lenders;

(I) Submission by the Borrower of property appraisal(s) acceptable to the Participating Lenders; and

(J) Submission by the Borrower of such other due diligence documents as may be required by the Commitment Letter and/or may reasonably be required by the Participating Lenders.

3.3 Loan Disbursement. Provided no Event of Default shall have occurred and be continuing, advances of proceeds of the Loan are to be made by the Participating Lenders under the following conditions:

(A) At least ten (10) business days before the date on which an advance is requested to be made, the Borrower shall give notice to the Participating Lenders and/or their designees specifying the advances which will be desired from each of the Participating Lenders (the "Disbursement Request"). Each Disbursement Request shall consist of a summary request, in form acceptable to the Participating Lenders, accompanied by copies of bills, invoices or other satisfactory documentation of expenses incurred or owing for Eligible Project Costs in an amount equal to or exceeding the aggregate amount of the Disbursement Request and shall be consistent with the final approved Project Sources and Uses. Such Disbursement Request shall also be accompanied by a certificate of the Borrower in the form of the Requisition Certificate attached as Exhibit I hereto to the effect that the Borrower's representations and warranties set forth in Section 4 below remain true, complete and correct, and such other documentation as the Participating Lenders may from time to time require to evidence the Borrower's Disbursement Request. Each Participating Lender being requested to fund shall, within ten (10) days of such request, approve the requested advance, provide a written explanation of disapproval of the requested advance to the Borrower or notify the Borrower that further supporting documentation is required. Any Participating Lender, whether or not being requested to fund, will promptly notify all Participating Lenders of any objection to such Disbursement Request. Upon approval of a requested advance by a Participating Lender, such Participating Lender or its designee shall promptly make the requested advance. A Participating Lender may withhold its advance if

another Participating Lender has objected to the Disbursement Request until such time as all objections by the Participating Lenders have been resolved; however, a Participating Lender may authorize disbursement of an advance notwithstanding any objection from other Participating Lenders.

(B) Requisitions for construction costs must be submitted on AIA forms or in another acceptable and pre-approved form; and a Participating Lender may require either an authorization from the primary construction lender to disburse these costs or certification by a construction inspector reasonably acceptable to such Participating Lender that construction work is acceptable and consistent with the Project Sources and Uses and the approved plans and specifications. A Participating Lender may require as a condition of any advance that the Borrower submit satisfactory evidence that (i) all funds scheduled to be advanced under the Project Sources and Uses prior to the proceeds of the Loan have been advanced to the Borrower and expended in accordance with the Project Sources and Uses and (ii) the unadvanced portion of the Loan together with the unadvanced funds of all other funding sources shown in the Project Sources and Uses are sufficient to pay all costs for the completion of the Project in accordance with the approved plans and specifications. The construction contract for the Project shall require at least 5% retainage. In addition, during construction, any Participating Lender or its designated representative, which may include the holder of an Other Loan senior to the Loan, shall have the right to approve in writing, and shall promptly respond to any request for approval of, any changes and change orders affecting the Project.

(C) Prior to the funding of any requisition for construction costs, the Borrower shall obtain an endorsement to the Agent's title insurance policy insuring title through the date of funding.

(D) Loan proceeds shall be disbursed only for Eligible Project Costs.

(E) Requests for advances shall not be made by the Borrower until the funds are needed for payment of Eligible Project Costs and the amount of each request shall be limited to the amount needed.

(F) The final ten percent (10%) of the proceeds of the DHCD HOME Loan and the HSF Loan and the final five percent (5%) or \$5,000, whichever is greater, of the proceeds of the HIF Loan, the Town HOME Loan, and the Town CDBG Loan (as to additional funds to be advanced hereunder) shall not be advanced until such time as the Borrower (i) gives notice to the Participating Lenders that the Project is substantially complete; (ii) delivers to all Participating Lenders a certificate of substantial completion from the Borrower's architect; (iii) delivers to all Participating Lenders copies of certificates of occupancy for all units to be created or rehabilitated by the Project or other evidence that the local building officials have approved all Project work and authorized occupancy of the Property; (iv) provides to all Participating Lenders a copy of an endorsement to the Agent's title insurance policy insuring title through the date of the final advance.

(G) If a request for an advance varies from the Project Schedule or the Project Sources and Uses, the Borrower shall provide the Participating Lenders with a written explanation and must obtain the written approval of the Participating Lenders for such variance.

(H) Notwithstanding anything in this Agreement or any of the other Loan Documents to the contrary, a Participating Lender shall not be obligated to make any advances of Loan proceeds if at any time or times (i) such Participating Lender reasonably determines that the construction of the Project is not being satisfactorily completed due to a material deviation in the Project Schedule or a material deviation with respect to the plans and specifications, or otherwise; (ii) any other Participating Lender or any of the holders of the Other Loans has determined to withhold or materially limit or delay advances under the Loan or any of the Other Loans, if any; or (iii) the Project has not been completed by the date set forth in Exhibit D; or (iv) a lien or notice of contract has been filed by a contractor, subcontractor or supplier and such lien or notice of contract has not been released or bonded over to the satisfaction of the Participating Lenders. Notwithstanding anything in this Agreement or any of the other Loan Documents to the contrary, a Participating Lender may limit advances so that its unadvanced proceeds, together with any funds remaining to be advanced by other Participating Lenders under the Loan, or by other lenders under the Other Loans, if any, and any other funding sources for the Project shown in the Project Sources and Uses, will at all times be sufficient, in the opinion of such Participating Lender to meet all direct and indirect construction and related costs necessary for the completion of the Project.

(I) The making of an advance or part of an advance shall not be deemed an approval or acceptance of any labor, materials, fixtures or other items, or an acknowledgment or waiver by the Participating Lender making the advance of compliance with the provisions of this Agreement by the Borrower, and the Borrower, upon written demand by a Participating Lender, will promptly cure any defect or default.

(J) If a Disbursement Request includes any amount to make payment(s) to the general contractor and/or (unless a lien bond, in form acceptable to the Participating Lenders, has been issued for the Project) to any subcontractor or any other party who would be entitled to the protection of a lien under M.G.L. c.254, §32 (or any successor statutory provision), the Borrower shall provide a partial or final, as the case may be, waiver and subordination of lien instrument from such general contractor, subcontractor and/or other party in the applicable form attached as Exhibit J hereto (or such other form of lien waiver as the Participating Lenders or their counsel may from time to time require).

(K) Notwithstanding anything in this Agreement or any of the other Loan Documents to the contrary, \$60,000 of the DHCD HOME Loan shall not be advanced at the earliest until after October 2015.

(L) Notwithstanding anything in this Agreement or any of the other Loan Documents to the contrary, \$1,000,000 of the AHT Loan shall not be advanced at the earliest until after October 2015.

(M) Notwithstanding anything in this Agreement or any of the other Loan Documents to the contrary, \$302,100 of the HSF Loan shall not be advanced at the earliest until after October 2015.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF THE BORROWER

The Borrower represents and warrants to each of the Participating Lenders, as of the date of execution and delivery of this Agreement and, except with respect to Section 4.9(iv) below, as of the date of each advance of Loan proceeds, as follows:

4.1 Due Organization. The Borrower is a duly organized and validly existing limited liability company in accordance with Chapter 156C of the Massachusetts General Laws and is in good standing under the laws of the Commonwealth and its manager/managing member is a duly organized and validly existing limited liability company in accordance with Chapter 156C of the General Laws and is in good standing under the laws of the Commonwealth.

4.2 Due Authority. The Borrower and its manager/managing member have the requisite power and authority to own the Property and to carry on business as now being conducted and as contemplated under this Agreement and the other Loan Documents.

4.3 Requisite Power. The Borrower has the power to execute and perform this Agreement and has the power to borrow and to execute and deliver all other Loan Documents.

4.4 Requisite Action. The execution and performance by the Borrower of the terms and provisions of this Agreement and each of the other Loan Documents have been duly authorized by all requisite action, will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which the Borrower is a party or by which it is bound, and will not be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, other than the Mortgage and the Permitted Encumbrances.

4.5 Financial Statements. Financial data, reports and other information on the Project, the Property, the Borrower or the Sponsor furnished to the Participating Lenders by the Borrower or the Sponsor are accurate and complete and, as to financial disclosures, fairly present the financial position of the Borrower or the Sponsor, as the case may be.

4.6 No Adverse Change. There has been no material adverse change in the condition, financial or otherwise, of the Sponsor or the Borrower since the date of the most recent financial statement referred to in Section 4.5.

4.7 No Litigation. Except as set forth in Exhibit H attached hereto, there is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending or, to the knowledge of the Borrower, threatened against or affecting the Project, the Property, the Sponsor or the Borrower which, if adversely determined, would have a material adverse

effect on the business, operations, properties (including the Property), assets or condition, financial or otherwise of the Sponsor or the Borrower.

4.8 No Violation. The plans and specifications have been approved by holders of the Other Loans and all governmental bodies having jurisdiction over the Project. The Borrower has obtained all necessary governmental permits for the Project (excepting only such permits, licenses and/or approvals which cannot be obtained until the commencement, a future interim stage, or completion of construction of the Project, a list of which has been supplied by the Borrower to the Participating Lenders, and which the Borrower hereby undertakes to update regularly to reflect the receipt of any and all subsequently-issued permits, licenses and/or approvals), and neither the Project nor occupancy of the Property after completion of the Project will violate any building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, handicapped access or environmental protection ordinance, regulation or law.

4.9 No Default. There are no defaults or sets of facts which, with the passage of time or otherwise, would constitute a default (i) under any agreements by and between the Borrower and the holders of the Other Loans; or (ii) under this Agreement or any of the other Loan Documents; or (iii) under the organizational documents of the Borrower, the Borrower's manager/managing member or the Sponsor; or (iv) under any obligation of the Borrower, Sponsor or any of their Principals (as defined in the Commitment Letter for the AHT Loan) to The Commonwealth of Massachusetts or any agency, instrumentality or subdivision thereof.

4.10 Sufficient Funds. The proceeds of the Other Loans, the Loan, the syndication proceeds, and any other sources of funds disclosed by the Borrower to the Participating Lenders provide sufficient funds to complete the Project and operate the Property in accordance with the provisions and requirements of this Agreement. Any and all proceeds of the Other Loans, if any, scheduled to be advanced prior to the date hereof have been advanced to the Borrower, and funds in the full amount of the Other Loans, if any, are available through executed Other Loan documents, or through binding commitments satisfactory to the Participating Lenders.

4.11 Development Team. The members of the Borrower's development team for the Project are as set forth in Exhibit F attached hereto.

4.12 No Hazardous Substances. To the best of its knowledge, no oil, asbestos, urea formaldehyde foam insulation, nor any other hazardous material, hazardous waste or hazardous substance (hereinafter collectively called "hazardous substances"), as those terms are defined by any applicable law, rule or regulation including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq., has been or is being generated, stored, released or disposed of on, under or from the Property, except for certain hazardous substances as previously disclosed to the Participating Lenders in the environmental reports delivered to the Participating Lenders and listed in Exhibit G attached hereto, as to all of which hazardous substances the Borrower shall undertake and complete all necessary and appropriate response actions (including without limitation removal, encapsulation and/or remediation) in accordance with all applicable legal

requirements in order to achieve a level of no significant risk to human health, public welfare or the environment, prior to completion of the Project and occupancy of any units therein. The Borrower shall not release or permit any release or threat of release of any hazardous substances on the Property, nor generate or permit any hazardous substances to be generated on the Property; nor store or permit any hazardous substances to be stored on the Property (unless such substance is customarily used in connection with construction or operation of a housing development and either a permit is issued therefor or such storage is allowed by applicable law). The Borrower shall provide the Participating Lenders with prompt written notice: (a) upon the Borrower's becoming aware of any release or threat of release of any hazardous substances upon, under or from the Property; (b) upon the Borrower's receipt of any notice from any federal, state, municipal or other governmental agency or authority in connection with any hazardous substance located upon or under the Property, or emanating from the Property; and (c) upon the Borrower's obtaining knowledge of the incurring of any expense by any governmental authority in connection with the assessment, containment or removal of any hazardous substances located upon or under the Property or emanating from the Property. The Borrower hereby agrees, at its sole cost and expense, to promptly take all remedial action necessary to assess, contain, monitor, remediate and remove all hazardous substances which are located upon or released at the Property in such a manner as to bring the Property in compliance with applicable legal requirements, and to take all actions necessary or appropriate to avoid any liability of or claims against the Borrower, the Participating Lenders, the Administrator, or any subsequent owner of the Property, and to avoid the imposition of any liens on the Property as a result of the presence of hazardous substances thereon. The Borrower agrees, at its sole cost and expense, to provide to the Participating Lenders all professional environmental assessments prepared with respect to the Property at any time while the Loan is outstanding and such other information with respect to hazardous substances at the Property any Participating Lender from time to time may require. The Borrower further agrees to indemnify and hold the Participating Lenders and the Administrator harmless from and against any and all liabilities, damages, losses, obligations, penalties, claims, demands, actions, costs and expenses (including without limitation attorneys and expert fees and costs) of any kind or nature whatsoever arising at any time from or out of the presence or release of any hazardous substance at or from the Property or the violation of any legal requirements with respect to such hazardous substances. Except as otherwise provided in this Section, the liability and obligations of the Borrower under this Section shall survive payment of the Loan and/or any foreclosure, deed in lieu of foreclosure, termination, discharge, or partial release of the Mortgage or any other Loan Document, provided, however, the liability and obligations of the Borrower under this Section shall cease and be of no further force or effect if (i) the Loan is paid in full before the Agent takes possession of, collects rents from, forecloses upon, or accepts a deed in lieu of foreclosure for the Property; and (ii) the Participating Lenders are entitled to retain such payment(s) and shall no longer be subject to the possibility of having to refund or disgorge any sums received to any party by operation of bankruptcy, creditor protection, or insolvency laws now or hereafter enacted. In addition, Borrower shall have no liability under this Section with respect to hazardous substances or the violation of any legal requirements with respect to such hazardous substances which first affect the Property (or any areas surrounding the Property) after the discharge, deed in lieu of foreclosure or foreclosure of the Mortgage.

4.13 Debarment. Neither Borrower nor any of Borrower's partners, members, managers, or any person having a beneficial interest in Borrower, the Property and/or the Project (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency; (ii) have within the three-year period preceding this Agreement been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) above; and (iv) have within the three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

4.14 No Personal Benefit. No member, shareholder, officer, employee or director of the Borrower or its board of directors has or will profit in any way, directly or indirectly, from the Loan or the Project (other than any benefit to the investor member of the Borrower pursuant to the terms of its First Amended and Restated Operating Agreement).

4.15 Tenants Eligible for Relocation Assistance. The list of persons (including individuals, businesses, nonprofit organizations, corporations, partnerships and associations) and their addresses included in the approved relocation plan for the Project, if any, is a true and accurate listing of all persons occupying any part of the Property as of the date hereof and on whichever of the following dates is applicable:

If the Borrower had site control of the Property at the time of its application to DHCD for financing, the date of submission to DHCD of such application; or

If the Borrower did not have site control of the Property at the time of its application to DHCD for financing, the date DHCD approved such application.

4.16 Insufficient Private Capital. The private sector has not provided sufficient capital required for the Project.

4.17 No Arbitrage. The Borrower shall not, directly or indirectly, use or permit the use of any proceeds of the AHT Loan, the HSF Loan and HIF Loan, or take or fail to take any other action, which would cause the bonds from which AHT Loan, HSF Loan and HIF Loan proceeds were funded to be considered "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

Each of the foregoing representations and warranties shall survive the making of the Loan and any advance of funds pursuant thereto and the Borrower shall indemnify and hold harmless the Participating Lenders and the Administrator from and against all liabilities, damages, losses, obligations, penalties, claims, demands, actions, costs and expenses (including without limitation attorneys and expert fees and costs) of any kind or nature directly or indirectly resulting from the breach thereof, including, without limitation, costs of defending or settling any claim arising therefrom against the Participating Lenders or the Administrator.

SECTION 5. BORROWER'S COVENANTS

Until payment in full of the Loan and all other sums required to be paid by the Borrower under the Loan Documents, the Borrower agrees that it shall comply with all of the terms and conditions of the Loan Documents and the Regulations and that it shall:

5.1 Development of Project. Complete the Project in a timely manner in accordance with the Project Schedule, the approved plans and specifications, the organizational documents of the Borrower, the provisions of the documents governing the Other Loans, the Loan Documents, the Statutes, Regulations and Guidelines and the Project Sources and Uses.

5.2 Operation of the Property. Operate the Property consistently with the organizational documents of the Borrower, the provisions of the documents governing the Other Loans, the Statutes, Regulations and Guidelines, the Loan Documents and the affordability restrictions set forth in the Affordable Housing Restriction. Notwithstanding any provision of this Agreement or of the Affordable Housing Restriction to the contrary, effective as of the date which is twenty (20) years from the date of the final advance of the Loan proceeds, as set forth in Section 3.3(F) above, and the Project completion information has been entered in the disbursement and information system established by HUD under the HOME Program, Borrower shall no longer be required to comply with the requirements of the HOME Program, including the HOME Regulations and the HOME Guidelines. The foregoing shall not, however, relieve Borrower, or Borrower's successors or assigns, of any other obligations or restrictions under the Affordable Housing Restriction, including the affordability requirements of the Restriction. Upon the request of Borrower, the parties may, after the expiration of the foregoing 20-year period, execute and record an amendment to the Affordable Housing Restriction to effectuate this provision.

5.3 Quality Standards. Complete the Project in conformance with (i) the housing quality standards set forth in the regulations of HUD at 24 CFR §982.401 or any successor regulations; (ii) the accessibility requirements at 24 CFR Part 8, which implement Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); (iii) the Massachusetts State Building Code and the Massachusetts State Sanitary Code (105 CMR §410.00); (iv) all applicable federal, state and/or local statutes, regulations or ordinances which may be applicable thereto, including, without limitation, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 (as it may from time to time be amended or replaced) and (v) if applicable, the design and construction requirements at 24 CFR §100.205, which implement the Fair Housing Act (42 U.S.C. §§3601-3619). No contractor or subcontractor performing work on the Project shall be on HUD's list of debarred persons.

5.4 Compliance with Laws and Agreements. Continuously comply with all (i) applicable building, fire, licensing, health, sanitation, historic preservation, environmental protection, land-use, subdivision and zoning ordinances and regulations promulgated by any national, state or local governmental body, agency or division having jurisdiction over the Property, (ii) the organizational documents of the Borrower, (iii) the approved affirmative fair housing marketing plan for the Project, and (iv) all restrictions or other encumbrances affecting title to the Property. The Borrower agrees to comply with the applicable requirements of the national and local boards of fire underwriters and to

furnish the Participating Lenders such evidence thereof as the Participating Lenders may reasonably require.

5.5 Records.

(A) Keep proper and separate books and records and make, or cause to be made, full and true entries of all dealings and transactions of every kind relating to the Project and the Property, which books and records will be open to inspection by the Participating Lenders and their agents and representatives at all reasonable times at the Property. "Records" shall include receipts, checks, invoices, contracts and sub-contracts, books of account, reports, financial statements, and all other compilations of data documenting transactions with respect to the Project and Borrower's compliance with Program requirements, including:

- (a) Records of all Program-related account transactions, including deposits, disbursements, and balances, and of all tangible assets purchased in whole or in part with funds provided pursuant hereto.
- (b) Records supporting requests for payment and disbursement of Program funds.
- (c) Records indicating the source and amount of any repayment, interest, and other return on investment of Program funds.
- (d) Records of all written agreements and contracts pertaining to the Project, including but not limited to, mortgages, deed restrictions, covenants, leases, and/or other agreements as approved.
- (e) Records documenting the per-unit amount invested in the Project by each Participating Lender.
- (f) Audits and resolution of audit findings.
- (g) Income certifications as required by the Affordable Housing Restriction.
- (h) Where applicable, records of monthly rent and utility allowances for each assisted rental unit.
- (i) Documentation of efforts to undertake affirmative marketing procedures.
- (j) Where applicable, documentation of efforts to recruit MBEs and WBEs.
- (k) Records documenting that all assisted units meet Section 8 Housing Quality Standards as well as applicable state and local codes. Records also must document full compliance with the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §4822 and implementing regulations at 24 CFR Part 35.

(B) Retain all records, accounts, documentation, and all other relevant materials for a period of three (3) years after the final advance hereunder. The Borrower agrees to permit all Participating Lenders and their agents and designees to examine the Borrower's books and records, including all financial statements and records, from time to time, insofar as the same may apply to the Borrower's use of funds made available hereunder. The Borrower further agrees

to furnish such other information as any Participating Lender may request (including the Borrower's records and accounts), for the purpose of determining the Borrower's compliance with this Loan Agreement, the other Loan Documents, and the Statutes, Regulations and Guidelines.

(C) Cooperate fully with any audit survey of the Project requested by a Participating Lender from time to time to comply with the Regulations.

5.6 Other Loans. Perform all its obligations and agreements under the documents governing the Other Loans, the Loan Documents, the organizational documents of the Borrower, and any other agreements or instruments to which the Borrower is a party and which relate to the Loan, to the Project or to the Property. The Borrower shall give notice to the Participating Lenders of any notices received by it from a holder of any Other Loan relative to any default or delinquency under any Other Loan and, upon the request of a Participating Lender, the Borrower shall inform such Participating Lender of the status of any Other Loan. The Borrower shall not increase the amount of, amend, terminate, renew, extend or refinance any Other Loan, without the prior written consent of the Participating Lenders. The Borrower acknowledges that the HIF Loan cannot be refinanced during the term thereof, as the same may be extended, except in accordance with the HIF Regulations.

5.7 Indemnification. Indemnify, exonerate and hold harmless the Administrator and the Participating Lenders from any and all liabilities, damages, losses, obligations, penalties, claims, demands, actions, costs and expenses (including without limitation attorneys and expert fees and costs) of any kind or nature whatsoever which it may or shall incur in connection with the Loan or the Loan Documents or by reason of any good faith action taken by the Administrator, and the Participating Lenders in relation thereto (except to the extent caused by the gross negligence or willful misconduct of the indemnitee).

5.8 Renewal of Licenses, Permits. Promptly before they expire, renew all licenses or other permits required for operation of the Property as improved by the Project, and provide copies of the same to the Participating Lenders within thirty (30) days of receipt.

5.9 Operations. Operate the Property in accordance with the affordability restrictions set forth in the Affordable Housing Restriction.

5.10 Relocation Assistance. Provide relocation assistance for displaced persons as required by the regulations set forth in 24 CFR §92.353 and Chapter 79A of the Massachusetts General Laws. Displaced persons shall include, without limitation, any person identified in the approved relocation plan for the Project, if any, who moves from the Property or moves personal property from the Property permanently, as a direct result of acquisition, rehabilitation or demolition for the Project. The Borrower shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655) and the regulations promulgated thereunder at 49 CFR Part 24 in connection with any family, individual, business or nonprofit organization that is permanently and involuntarily displaced as a result of the use of the proceeds of the Loan for the Project.

5.11 Other Federal and State Requirements. Carry out each activity provided for in this Agreement and in the other Loan Documents in compliance with all applicable federal laws and regulations described in 24 CFR §92.350 (nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors (2 CFR §2424); and drug-free workplace



(41 U.S.C. §701 et seq., 24 CFR §21)), §92.351 (affirmative marketing), §92.353 (displacement, relocation and acquisition), §92.354 (Davis-Bacon Act wages), §92.355 (lead-based paint) and §92.356 (conflict of interest) and §92.358 (consultant activities). The Borrower shall ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits or subjected to discrimination based on race, color, national origin, sex, age, handicap, religion or religious preference or sexual orientation under any program or activity funded under this Loan Agreement, as required by Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs), the Fair Housing Act (42 U.S.C. §§3601-19) and implementing regulations at 24 CFR Part 100 (Discriminating Conduct under the Fair Housing Act), the Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107) and implementing regulations at 24 CFR Part 146 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) and under all non-discrimination laws and regulations of The Commonwealth of Massachusetts. The Borrower shall comply with the following civil rights mandates: (i) Section 109 of Title I - Housing and Community Development Act of 1974 prohibiting discrimination on the basis of race, religious creed, color, sex, age, marital status, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), gender identity, genetic information, veteran status, membership in the armed forces, ancestry, national origin, handicap, blindness, hearing impairment, or because a person possesses a trained guide dog as a consequence of blindness, hearing impairment or other handicap of such person or any other basis prohibited by law in the lease; (ii) Title VIII of the Civil Rights Act of 1968, amended by the Community Development and Housing Act of 1974, prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale, rental, marketing or financing of housing; (iii) OMB Circular A-102 Attachment O, Paragraphs 9(a) and 9(b), requiring affirmative steps to assure that small businesses, minority-owned businesses and women-owned businesses are utilized when possible as sources of supplies, equipment, construction and services, as applicable; and (iv) Chapter 516 of the Acts and Resolves of 1989 of The Commonwealth of Massachusetts prohibiting discrimination on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or handicap. The Borrower shall comply with all applicable Commonwealth of Massachusetts procurement requirements and any special procurement requirements imposed by DHCD and the procurement and contracting standards set forth at 24 CFR §85.36. The Borrower shall comply with Section 3 of the HUD Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C. §1701u) and the Section 3 Regulations (24 CFR Part 135), as the same may be amended from time to time or any successor regulations, in connection with the construction, alterations or improvement of the Project. Borrower shall submit within seven (7) days of request by a Participating Lender, evidence of compliance with Section 3 training, employment and business opportunity requirements and shall include the Section 3 addendum, attached hereto as Exhibit L, in every construction contract and subcontract entered into for the Project.

5.12 Conflict of Interest. Comply with The Commonwealth of Massachusetts conflict-of-interest law M.G.L. c. 268A.

5.13 Use of Loan Proceeds. Use Loan proceeds solely for Eligible Project Costs and ensure that the proceeds of the Loan will not be reloaned or assigned to any party and will not be used for any purpose prohibited by the Loan Documents or the Statutes, Regulations or Guidelines.

5.14 Publicity; Signs. Upon request, permit a sign to be erected at the Property at a location selected by the Participating Lenders indicating that the Project is being financed in part by DHCD, AHT, the Town, HITF, and HSITF, subject to compliance with the zoning by-laws or ordinances of the municipality in which the Property is located. The sign shall remain at the Project for at least thirty (30) days following the completion of construction. The sign shall be plywood, securely mounted, and shall read as follows: Funds for this Project have been provided by the HOME Program of The Commonwealth of Massachusetts Department of Housing and Community Development; The Commonwealth of Massachusetts Department of Housing and Community Development under the Affordable Housing Trust Fund through its administrator, Massachusetts Housing Finance Agency; the Housing Innovations Fund of The Commonwealth of Massachusetts Department of Housing and Community Development through its agent, the Community Economic Development Assistance Corporation; the Housing Stabilization Fund of The Commonwealth of Massachusetts Department of Housing and Community Development through its agent, the Massachusetts Housing Partnership; the Town of Brookline; the Town of Brookline; and the Town of Brookline. The sign shall also prominently display the HUD Equal Housing Opportunity logo. Borrower agrees to affix signs on the Property, indicating that occupancy of the Project will be made available to all persons regardless of race, color, religion, sex, sexual orientation, handicap, familial status or national origin in accordance with the Equal Housing Opportunity requirements of HUD and the Fair Housing requirements of the Boston Fair Housing Commission

5.15 Development Team. Not change any member of its development team for the Project from those listed in Exhibit F attached hereto, without the Participating Lenders' prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

5.16 Modification of Organizational Documents. Not amend, modify or restate in any material respects the Borrower's organizational documents and not permit the amendment or modification in any material respects of the organizational documents of the Borrower's manager/managing member, without the Participating Lenders' prior written consent, the Borrower hereby acknowledging and agreeing that any amendment to provisions relating to the purposes of the Borrower, a sale or transfer of the interest of the managing member in the Borrower, the withdrawal or removal of the managing member from the Borrower, or the sale or other transfer of the Property or any other amendment which would or could materially affect the rights and interests of the Participating Lenders under the Loan Documents, and/or the compliance of the Borrower and the Project with the Statutes, Regulations and Guidelines shall be deemed material for purposes of this Section. Notwithstanding the foregoing, Borrower's organizational documents may be amended without the consent of the Participating Lenders in order to evidence any transfer permitted under Section 7 of the Affordable Housing Restriction.

5.17 Reporting. Comply with all reporting requirements set forth herein and in the other Loan Documents.

5.18 Management. Provide for the management of the Property in a manner reasonably satisfactory to the Participating Lenders pursuant to a management contract approved by the Participating Lenders. Any changes or amendments to the management contract and the selection of a new management agent shall be subject to the prior written approval of the Participating Lenders.

Any management contract entered into by the Borrower shall contain a provision that it shall be subject to termination, without penalty and with or without cause, immediately upon written notice from a Participating Lender after an Event of Default. Upon receipt of notice of termination, the Borrower shall immediately make arrangements satisfactory to the Participating Lenders for continuing proper management of the Property. The Borrower, with the approval of the Participating Lenders, may retain the terminated management agent for up to thirty (30) days while a replacement management agent is being selected. In the event that the Borrower has not made arrangements satisfactory to the Participating Lenders for continuing proper management of the Property thirty (30) days after the termination of the management contract (whether or not such termination is pursuant to the provisions of this Section), the Participating Lenders shall have the right to require the Borrower to execute a management contract with a management agent designated by the Participating Lenders.

5.19 CDBG Provisions. Borrower covenants and agrees to observe and comply with the Community Development Block Grant General Terms and Conditions which are set forth in Exhibit M attached hereto.

5.20 Tax-Exempt Status. Maintain or cause each ultimate beneficial owner of the Borrower's managing member to maintain its tax-exempt status as a Section 501(c)(3) corporation under the Internal Revenue Code of 1986, as amended (the Borrower agreeing promptly to give due notice to the Participating Lenders of any notice received by the Borrower that affects or could affect or otherwise relate to such tax-exempt status); and ensure that the Project will at all times be owned, developed and operated by one or more non-profit corporations organized pursuant to Chapter 180 of the Massachusetts General Laws, or an entity or entities in which one or more non-profit corporations have a controlling financial or managerial interest (the Borrower agreeing that it shall make no material change to its organizational documents without first obtaining the written approval of the Participating Lenders other than as permitted in Section 5.16 above).

5.21 No Reserve Fund. Not establish any sinking fund, debt service fund, redemption fund, reserve fund (other than a reserve fund for replacement of capital items) or similar fund to be used to pay any portion of the principal of or interest on any portion of the Loan financed with tax-exempt bonds.

SECTION 6. REPORTING REQUIREMENTS

6.1 Project Completion Reports.

(A) Completion Documentation. If not already submitted pursuant to Section 3.3(F) above, within thirty (30) days of issuance of the final certificate of occupancy for the Project, the Borrower shall promptly deliver to the Participating Lenders the following:

- (a) certificates of occupancy for all units to be created or rehabilitated by the Project;
- (b) Architect's Certificate of Substantial Completion on AIA Form G704;
- (c) documentation, satisfactory to the Participating Lenders, demonstrating that all asbestos has been abated in accordance with applicable law, and that there has been

subsequent air-quality testing to ensure that there is no airborne asbestos at the Property above applicable guidelines; and

(d) certificates, issued by a qualified lead paint inspector, certifying that all units at the Property are free of lead-based paint or that any lead-based paint hazard has been abated in accordance with applicable federal and state laws and regulations, including but not limited to the Lead-Based Paint Poisoning Prevention Act.

(B) Cost Certification. Within ninety (90) days of issuance of the final certificate of occupancy for the Project, the Borrower shall deliver to the Participating Lenders a final cost certification, in form acceptable to, and with any supporting documentation required by, the Participating Lenders. Borrower shall cause the aforementioned cost certification to be certified in an audit prepared by a certified public accountant in accordance with generally accepted accounting principles consistently applied and submitted within 120 days after the completion of the Project.

(C) Close-Out Reports. Within sixty (60) days following the final Disbursement Request, the Borrower shall submit a "close-out" report, in a format prescribed by DHCD, to CEDAC and DHCD.

6.2 Annual Reports.

(A) Annual Financial Statements. Within forty-five (45) days after the end of each fiscal year of the Borrower, the Borrower shall furnish the Participating Lenders with annual financial statements of the Borrower, which, if not audited, shall be supplemented by annual audited financial statements of the Borrower to be delivered to the Participating Lenders within one hundred twenty (120) days after the end of such fiscal year of the Borrower.

(B) Borrower's Certifications. Within one hundred twenty (120) days after the end of each fiscal year of the Borrower, the Borrower shall provide the Participating Lenders with a certification signed by the Borrower that:

(a) The Property is being operated consistently with this Agreement, the organizational documents of the Borrower, the Statutes, Regulations and Guidelines, and the Loan Documents; and

(b) The Borrower, the Sponsor and their respective principals are current on all existing obligations to The Commonwealth of Massachusetts and to any subdivision, agency, authority or instrumentality thereof.

6.3 Additional Reporting Requirements. The Borrower shall prepare and submit to the Participating Lenders such additional reports as may from time to time be reasonably required, and shall comply with the reporting requirements set forth in the Affordable Housing Restriction.

SECTION 7. EVENTS OF DEFAULT

An "Event of Default" shall arise under this Agreement upon the occurrence of any one or more of the following events:

7.1 Assignment of Loan. The Borrower assigns this Agreement or any money advanced hereunder without the prior written consent of the Participating Lenders, or the Borrower sells, transfers, conveys, leases, encumbers, or in any other way exchanges the Property, or interests in the Borrower in violation of the transfer restrictions set forth in the Affordable Housing Restriction.

7.2 Misrepresentation. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or the Loan shall prove to be false in any material respect.

7.3 Nonpayment. The Borrower fails to pay the principal of, or fees or interest on, the Note or any other indebtedness of the Borrower under the Loan Documents after the same shall become due and payable and such failure continues beyond any applicable grace period.

7.4 Breach of Covenant. The Borrower defaults in the due observance or performance of any other covenant, condition or agreement to be observed or performed by the Borrower pursuant to the terms of the Loan Documents and the continuance of such default for thirty (30) days after written notice thereof from the Agent or a Participating Lender to the Borrower; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then the Borrower shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Borrower shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Borrower thereafter to completion and no Participating Lender reasonably deems the Property jeopardized by such further delay.

7.5 Insolvency. The Borrower or the Borrower's managing member shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors or (iv) be adjudicated a bankrupt or insolvent (however such insolvency may be evidenced).

7.6 Bankruptcy. Any proceeding involving the Borrower or the Borrower's managing member is commenced by or against the same under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted no Event of Default shall be deemed to have occurred hereunder unless the Borrower or the Borrower's managing member, as the case may be either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within sixty (60) days.

7.7 Reorganization. An order, judgment or decree is entered, without the application, approval or consent of the Borrower or the Borrower's managing member, by any court of competent jurisdiction approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of the Borrower or the Borrower's managing member, as the case may be or all or

a substantial part of its assets, and such order, judgment or decree shall continue un-stayed and in effect for a period of sixty (60) days.

7.8 Change in Form. Any change in the legal form of, or the termination or dissolution of, the Borrower.

7.9 Judgment. Any judgment, warrant, writ of attachment, or any similar process (in an amount exceeding \$20,000, or, if more than one action, when added together all such actions exceed \$20,000) is issued or filed against the Borrower or against property or assets of the same, and is not vacated, bonded or stayed within sixty (60) days.

7.10 Default on Other Loan. Default on the part of the Borrower or the Sponsor, continuing beyond any applicable grace period, in the due observance or performance of any other covenant, condition or agreement to be observed or performed pursuant to any documents or instruments now or hereafter existing entered into by the Borrower governing any Other Loan.

Notwithstanding the foregoing, the Borrower's investor member or its designee shall have the right to cure any default within the applicable cure period provided in this Section 7 or to pay any amount or do any act or thing required of the Borrower by the terms of this Agreement. All payments made and all acts performed by the Borrower's investor member or its designee within such cure period to cure such default shall be accepted by the Participating Lenders as if made by the Borrower.

SECTION 8. RIGHTS ON DEFAULT

Upon the occurrence of any one or more of the Events of Default enumerated in the foregoing Section 7, and at any time thereafter, then:

8.1 Acceleration. A Participating Lender may declare its Note and any and all other indebtedness of the Borrower to such Participating Lender forthwith to be due and payable, whether or not the indebtedness evidenced by the Note shall be otherwise due and payable and whether or not the Agent shall have initiated any foreclosure or other action for the enforcement of the Loan Documents, whereupon the Note and any other such indebtedness shall become forthwith due and payable, both as to principal and interest, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower.

8.2 Attorney-in-Fact. For the purposes of carrying out the provisions and exercising the rights, powers and privileges granted by this Section 8, the Borrower hereby irrevocably constitutes and appoints the Agent its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any instruments and do and perform any acts which are referred to in this Section 8, in the name and on behalf of the Borrower. The power vested in said attorney-in-fact is, and shall be deemed to be, coupled with an interest and irrevocable.

8.3 Other Remedies. Upon the occurrence of an Event of Default, the rights, powers and privileges provided in this Section 8 and all other remedies available to the Agent or the other Participating Lenders under this Agreement or under any of the Loan Documents or at law or in equity, may be exercised by the Agent, including but not limited to the commencement of foreclosure proceedings under the Mortgage, the right to cure the Borrower's defaults as more fully set forth in

the Mortgage or the commencement of an action seeking specific performance under any Loan Document, whether or not the indebtedness evidenced and secured by the Loan Documents otherwise shall be due and payable, and whether or not the Agent shall have instituted any foreclosure proceedings or other action for the enforcement of its rights under any of the Loan Documents. Failure of the Agent to exercise any rights or remedies at any time shall not constitute a waiver of any of the rights or remedies of the Agent or the other Participating Lenders. Any Participating Lender may, at its option, after five (5) days' written notice to the Borrower, discharge any liens or other encumbrances (other than the Permitted Encumbrances) upon, and purchase and maintain insurance in respect of, the Property and any materials stored thereon or therein, and pay any other sums the Borrower is obligated to pay under the Loan Documents. Any amount expended by a Participating Lender for such purposes shall be treated as advances under Loan shall be secured by the Mortgage and shall bear simple interest at the delinquency rate set forth in Section 8.2 of the Mortgage.

SECTION 9. MISCELLANEOUS

9.1 Assignment. The Borrower shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the Participating Lenders in each instance. Any such assignment made in violation of this provision shall be voidable at the option of the Participating Lenders. Any assignee shall be bound by all the terms of the assigned documents.

9.2 Notices. Any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by recognized overnight courier, receipt confirmed or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, three (3) days after the day on which mailed or, if sent by overnight courier, on the day after delivered to such courier. The Agent shall use reasonable efforts to send courtesy copies of all notices sent to the Borrower to the Borrower's investor at the address set forth below, provided that any failure to send such a courtesy copy shall not affect the validity of any notice: Boston Capital Corporate Tax Credit Fund XL, A Limited Partnership, c/o Boston Capital Partners, Inc., One Boston Place, 21st Floor, Boston, Massachusetts 02108, Attention: Asset Management (Beals Street), with a courtesy copy also to Holland & Knight LLP, 10 St. James Avenue, 11th Floor, Boston, Massachusetts 02116, Attention: Douglas W. Clapp, Esq.

9.3 Choice of Law. The Loan Documents shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts.

9.4 Modifications Must be in Writing. No modification or waiver of any provision of the Loan Documents, nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing signed by Borrower and Agent, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of a Participating Lender or the Agent in exercising any right, power or privilege hereunder

or under the Note or the Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.5 Survival. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the making by the Participating Lenders of the Loan and the execution and delivery to the Agent of the Loan Documents, and shall continue in full force and effect so long as any portion of the Note is outstanding and unpaid. This Agreement shall inure to the benefit of and be binding on the successors and assigns of the Agent and of the Participating Lenders and the Administrator, and the permitted successors and assigns of the Borrower.

9.6 Requirements of Tax Exempt Bonds. The Borrower acknowledges that all or a portion of the funds to be provided hereunder have or will have as their source tax exempt bonds. In that regard, the Borrower agrees to enter into such amendments to this Agreement and the other Loan Documents as may be required in the judgment of bond counsel to The Commonwealth of Massachusetts in order to satisfy all requirements of such tax exempt bonds.

9.7 Exhibits. All Exhibits referred to in this Agreement are by such references fully incorporated herein.

9.8 Exculpation. This Agreement is subject to the exculpation provisions set forth in the Note.

9.9 Integration. This Agreement contains the entire agreement between the parties hereto with respect to the matters set forth herein and is intended to be an integration of all prior agreements, conditions or undertakings between the parties hereto with respect to such matters. Except as expressly set forth in this Agreement and in the other Loan Documents, there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties hereto with respect to the matters set forth herein.

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

9.11 Severability. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions hereof shall be liberally construed in order to effect the provisions and intent hereof.

9.12 No Third Party Beneficiaries. No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a party hereto, whether as third party beneficiary or otherwise.

9.13 Relationship of Parties. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the parties as lenders and borrower and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Participating Lenders or any of them or by and among the Participating Lenders and the Borrower.



9.14 Undocumented Workers. The Borrower certifies under the pains and penalties of perjury that the Borrower shall not knowingly use undocumented workers in connection with the performance of its obligations under this Loan Agreement or any other Loan Document; that pursuant to federal requirements, the Borrower shall verify the immigration status of all workers assigned to perform any such obligations without engaging in lawful discrimination; and that the Borrower shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Borrower understands and agrees that breach of any of these terms during the term of the Loan may be regarded as a material breach, subjecting the Borrower to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Agent and the Borrower have each duly executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first above written.

THE COMMONWEALTH OF MASSACHUSETTS ACTING
BY AND THROUGH THE DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

By: Crystal Fornegay
Its: Undersecretary

51-57 BEALS STREET LLC

By: 51-57 BEALS STREET MANAGING MEMBER
LLC, its Managing Member

By: PINE STREET INN, INC., its managing
member

By: John H. McCarthy
Name: JOHN H. MCCARTHY
Its: TREASURER

EXHIBITS

- A. Legal Description of Property
- B. Project Sources and Uses
- C. Ineligible Costs
- D. Project Schedule
- E. Other Loans
- F. Development Team
- G. List of Environmental Reports
- H. Pending Litigation
- I. Form of Requisition Certificate
- J. Forms of Lien Waiver
 - Contractor's Partial Waiver and Subordination of Lien
 - Contractor's Conditional Waiver and Release Upon Final Payment
 - Subcontractor's Partial Waiver and Subordination of Lien
 - Subcontractor's Conditional Waiver and Release Upon Final Payment
- K. Definitions of Programs, Statutes, Regulations And Guidelines
- L. Section 3 Addendum
- M. Community Development Block Grant General Terms and Conditions



EXHIBIT A: LEGAL DESCRIPTION

FIRST PARCEL

The land in Brookline, Massachusetts, described as follows:

A parcel of land situated in said Brookline with the buildings thereon numbered 51-53 Beals Street, being shown as Lot 29 on a plan by Joseph R. Carr, CE, dated October, 1897, recorded with Norfolk Deeds at the end of Book 800, bounded:

- NORTHWESTERLY: on said street, sixty (60) feet;
- NORTHEASTERLY: on Lot 32 on said plan one hundred (100) feet;
- SOUTHEASTERLY: on Lot 30 on said plan, sixty (60) feet;
- SOUTHWESTERLY: on Lot 26 on said plan, one hundred (100) feet;

Containing Six Thousand (6,000) square feet.

SECOND PARCEL

The land in Brookline, Massachusetts, described as follows:

A certain parcel of land with the buildings thereon now known as 55-57 Beals Street, situated in said Brookline, being Lot 32 on a plan made by Joseph R. Carr, C.E., dated October, 1897 and recorded with Norfolk Deeds at the end of Book 800 and bound as follows:

- NORTHWESTERLY by said Beals Street, sixty (60) feet;
- NORTHEASTERLY by lot numbered 35 on said plan, one hundred (100) feet; and
- SOUTHEASTERLY by lot numbered 33 on said plan, sixty (60) feet; and
- SOUTHWESTERLY by lot numbered 29 on said plan, one hundred (100) feet.

Containing Six Thousand (6,000) square feet.



EXHIBIT B: PROJECT SOURCES AND USES

Attach Lines 81 to 199 of Section 3 of final One-Stop.

Uses of Funds

The Contractor certifies that, to the best of their knowledge, the construction estimates, and trade-item breakdown on this page are complete and accurate.

Direct Construction:

105 . Who prepared the estimates? **Seaver Construction** A. Frost
Name Signature

106 . Basis for estimates? **Final Plans & Specifications**

DV	Trade Item	Amount	Description
107 .	3 Concrete	\$15,365	Slab, pads & sidewalks
108 .	4 Masonry	\$55,200	Restoration & cleaning
109 .	5 Metals	\$23,011	Railings & lintels
110 .	6 Rough Carpentry	\$277,386	Interior & exterior blocking, framing
111 .	6 Finish Carpentry	\$52,370	Millwork & trim
112 .	7 Waterproofing	\$7,734	Caulking
113 .	7 Insulation	\$139,400	Insulation
114 .	7 Roofing	\$67,589	Roofing & accessories
115 .	7 Sheet Metal and Flashing	\$0	Included above
116 .	7 Exterior Siding	\$119,054	Siding & trim
117 .	8 Doors	\$117,644	Doors, frames, & hardware
118 .	8 Windows	\$142,141	Windows & skylights
119 .	8 Glass	\$0	Included above
120 .	9 Lath & Plaster	\$154,189	GWB & plaster
121 .	9 Drywall	\$0	Included above
122 .	9 Tile Work	\$59,800	Tile
123 .	9 Acoustical	\$0	None
124 .	9 Wood Flooring	\$0	Included above
125 .	9 Resilient Flooring	\$86,200	Flooring
126 .	9 Carpet	\$0	Included above
127 .	9 Paint & Decorating	\$74,600	Interior & exterior painting
128 .	10 Specialties	\$111,669	Vents, fire extinguishers, showers, shelving, toilet access
129 .	11 Special Equipment	\$1,000	Mats
130 .	11 Cabinets	\$105,491	Casework
131 .	11 Appliances	\$38,876	Appliances
132 .	12 Blinds & Shades	\$8,948	Blinds
133 .	13 Modular/Manufactured	\$0	None
134 .	13 Special Construction	\$0	None
135 .	14 Elevators or Conveying Syst.	\$22,441	Lift
136 .	15 Plumbing & Hot Water	\$443,310	Plumbinb
137 .	15 Heat & Ventilation	\$280,200	HVAC
138 .	15 Air Conditioning	\$0	Included above
139 .	15 Fire Protection	\$33,000	Sprinkler
140 .	16 Electrical	\$314,000	Electrical
141 .	Accessory Buildings	\$0	
142 .	Other/misc	\$71,750	Allowances
143 .	Subtotal Structural	\$2,822,368	
144 .	2 Earth Work	\$125,670	Site work
145 .	2 Site Utilities	\$0	Included above
146 .	2 Roads & Walks		
147 .	2 Site Improvement	\$0	Included above
148 .	2 Lawns & Planting	\$0	Included above
149 .	2 Geotechnical Conditions		
150 .	2 Environmental Remediation	\$68,000	Abatement
151 .	2 Demolition	\$88,000	Demolition
152 .	2 Unusual Site Cond		
153 .	Subtotal Site Work	\$281,670	
154 .	Total Improvements	\$3,104,038	
155 .	1 General Conditions	\$366,389	General conditions, insurance & permit
156 .	Subtotal	\$3,470,427	
157 .	1 Builders Overhead	\$238,700	Includes fee & bond
158 .	1 Builders Profit		
159 .	TOTAL	\$3,709,127	

160 Total Cost/square foot: **\$297.28** Residential Cost/s.f.: **\$297.28**

Development Budget:

	Total	Residential	Commercial	Comments
161 . Acquisition: Land	\$900,000	\$900,000		
162 . Acquisition: Building	\$1,688,920	\$1,688,920		
163 . Acquisition Subtotal	\$2,588,920	\$2,588,920	\$0	
164 . Direct Construction Budget	\$3,709,127	\$3,709,127		(from line 159)
165 . Construction Contingency	\$370,913	\$370,913		10.0% of construction
166 . Subtotal: Construction	\$4,080,040	\$4,080,040	\$0	

General Development Costs:

167 . Architecture & Engineering	\$307,300	\$307,300		
168 . Survey and Permits	\$20,000	\$20,000		
169 . Owner's Representative	\$25,600	\$25,600		
170 . Environmental Engineer	\$31,686	\$31,686		
171 . Bond Premium	\$0	\$0		
172 . Legal	\$145,000	\$145,000		
173 . Title and Recording	\$29,118	\$29,118		
174 . Accounting & Cost Cert.	\$55,000	\$55,000		
175 . Marketing and Rent Up	\$30,000	\$30,000		
176 . Real Estate Taxes	\$83,161	\$83,161		
177 . Insurance	\$48,129	\$48,129		
178 . Relocation	\$164,610	\$164,610		
179 . Appraisal & Market Studies	\$16,100	\$16,100		
180 . Utility Back Charges	\$10,000	\$10,000		
181 . Construction Loan Interest	\$116,149	\$116,149		
182 . Inspecting Engineer	\$30,000	\$30,000		
183 . Fees to: DHCD	\$18,560	\$18,560		Includes \$600 Town of Brookline
184 . Fees to: Eastern Bank	\$12,500	\$12,500		Construction Loan
185 . MIP	\$0			
186 . Credit Enhancement Fees	\$0			
187 . Letter of Credit Fees	\$0			
188 . Carrying Charges	\$90,796	\$90,796		
189 . Development Consultant	\$75,000	\$75,000		
190 . Other: FF&E	\$123,500	\$123,500		
191 . Other: Due Diligence	\$35,000	\$35,000		Syndication
192 . Soft Cost Contingency	\$36,680	\$36,680		2.5% of soft costs
193 . Subtotal: Gen. Dev.	\$1,503,889	\$1,503,889	\$0	

194 . Subtotal: Acquis., Const and Gen. Dev.	\$8,172,849	\$8,172,849	\$0
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195 . Capitalized Reserves	\$190,000	\$190,000		
196 . Developer Overhead	\$373,247	\$373,247		
197 . Developer Fee	\$373,247	\$373,247		

198 . Total Development Cost	\$9,109,343	\$9,109,343	\$0	TDC per unit	\$293,850
199 . TDC, Net	\$8,846,199	\$8,846,199	\$0	TDC, Net per unit	\$285,361



EXHIBIT C: INELIGIBLE COSTS

Debt Service Reserves

Operating Reserves

Costs associated with non-residential portions of the Project



EXHIBIT D: PROJECT SCHEDULE

Rehabilitation/acquire Start	April 28, 2015
50% Rehabilitation/acquire Completion	October 26, 2015
Substantial Completion	April 20, 2016
First Certificate of Occupancy	October 26, 2015
Full Certificates of Occupancy	April 20, 2016
Stabilization	December 31, 2016
Permanent Loan Closing	N/A

EXHIBIT E: OTHER LOANS

Lender	JUNIOR/SENIOR/PARI PASSU	LOAN AMOUNT
Eastern Bank	Senior (Construction)	\$2,500,000
Pine Street Inn, Inc. (AHP)	Junior	\$500,000
Pine Street Inn, Inc. (State LIHTC)	Junior	\$296,000
Pine Street Inn, Inc. (Deferred Developer Fee)	Junior (Unsecured)	Up to \$73,144



EXHIBIT F: DEVELOPMENT TEAM

Sponsor: Pine Street Inn, Inc.
Development Consultant: Sharon Loewenthal
Architect: Davis Square Architects, Inc.
Contractor: Seaver Construction, Inc.
Attorney: Ropes & Gray LLP
Management Agent: Pine Street Inn, Inc.

EXHIBIT G: LIST OF ENVIRONMENTAL REPORTS

1. Environmental Site Assessment Update, 51-53 Beals Street, Brookline, Massachusetts prepared by Tetra Tech, Inc., dated February 24, 2015
2. Environmental Site Assessment Update, 55-57 Beals Street, Brookline, Massachusetts prepared by Tetra Tech, Inc., dated February 24, 2015
3. Phase I Environmental Site Assessment, 51-53 Beals Street, Brookline, Massachusetts prepared by Tetra Tech, Inc., dated May 28, 2013
4. Phase I Environmental Site Assessment, 55-57 Beals Street, Brookline, Massachusetts prepared by Tetra Tech, Inc., dated May 28, 2013
5. Asbestos Containing Materials and Lead-Based Paint Inspection, 51-53 and 55-57 Beals Street, Brookline, Massachusetts prepared by Tetra Tech, Inc., dated September 20, 2013

EXHIBIT H: PENDING LITIGATION

Plaintiff Friedrich Lu, a former guest of a Pine Street Inn, Inc. shelter, filed a complaint in US District Court on April 9, 2015 (D.Mass. Civil Case Number 1:15-cv-11558-GAO) against, *inter alia*, Pine Street Inn, Inc., alleging racketeering activity, conversion of personal property, violation of due process and equal protection and common law fraud. The facts of the case relate to personal property (allegedly belonging to Plaintiff Lu) consisting of a duffle bag, leather shoes, and a tablet.



EXHIBIT I: FORM OF REQUISITION CERTIFICATE

TO: The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development; The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by its administrator Massachusetts Housing Finance Agency; the Town of Brookline, Massachusetts; Community Economic Development Assistance Corporation, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Innovations Trust Fund Statute, M.G.L. c. 121E; and Massachusetts Housing Partnership Fund Board, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F (the "Participating Lenders"))

FROM: 51-57 Beals Street LLC (the "Borrower")

RE: 51-53 and 55-57 Beals Street, Brookline, MA ("Project")

DATE: As of _____, 20__

1. The undersigned has requested Advance No. ____ in the amount of \$_____, and does hereby certify to the Participating Lenders as set forth below. All terms used herein, but not defined herein, shall have the meanings set forth in the Loan Agreement, as hereinafter defined.
2. The Borrower has satisfied in full all conditions precedent and other requirements applicable to this advance as set forth in the Loan Agreement dated as of April ____, 2015 by and between the Borrower and The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development (the "Loan Agreement") on behalf of the Participating Lenders.
3. No changes have been made in any respect to the construction contract for the Project (the "Construction Contract") or the plans and specifications for the Project, except such as have had the Participating Lenders' prior approval, as may be required under the Loan Agreement, and the prior approval of the holder(s) of the Other Loans, as may be required under the documents relating to the Other Loans.
4. Construction of the Project has been and/or will be in every respect performed in accordance with the Construction Contract and the plans and specifications and any such approved changes and in compliance with all applicable building and zoning codes.
5. The proceeds of the Loan to be advanced hereunder, together with the aggregate outstanding balance, if any, of the Loan, the Other Loans and/or any other funds available for the Project, as set forth in the Project Sources and Uses, remaining to be advanced, will provide sufficient funds for the completion of the Project in accordance with the Construction Contract and the plans and specifications;
6. All monies requisitioned by the Borrower and disbursed by the Participating Lenders under previously approved requisitions (if any) have been expended for the purposes for which they were requisitioned.
7. The representations and warranties made in the Loan Agreement are true, correct and complete as of the date hereof with the same effect as if made on this date.



8. The undersigned represents and warrants that it is not in default of any of its obligations under any of the Loan Documents, the Construction Contract, any of the documents relating to the Other Loan, or any of the Borrower's other organizational documents or any other agreement or instrument in connection with the Project, and no event has occurred, which, with the giving of notice and/or the passing of time, or otherwise, would constitute a default under any one or more of the foregoing documents or other instruments.

BORROWER:

51-57 BEALS STREET LLC

By: 51-57 BEALS STREET MANAGING MEMBER LLC, its Managing Member

By: _____

Name:

Its:



EXHIBIT J: CONTRACTOR’S PARTIAL WAIVER AND SUBORDINATION OF LIEN

(To be submitted with each application for payment)

(M.G.L. c. 254, §32)

Application for Payment No. _____

OWNER: 51-57 Beals Street LLC

CONTRACTOR Seaver Construction, Inc.

PROJECT ADDRESS 51-53 and 55-57 Beals Street, Brookline, Massachusetts

PROJECT 51-57 Beals Street

LENDER/MORTGAGEE The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development; The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by its administrator Massachusetts Housing Finance Agency; the Town of Brookline, Massachusetts; Community Economic Development Assistance Corporation, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Innovations Trust Fund Statute, M.G.L. c. 121E; and Massachusetts Housing Partnership Fund Board, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F

- 1. Original Contract Amount: \$ _____
- 2. Approved Change Orders: \$ _____
- 3. Adjusted Contract Amount (Line 1 plus Line 2): \$ _____
- 4. Work Completed to Date: \$ _____
- 5. Less Retainage: (\$ _____)
- 6. Total Payable to Date (Line 4 less Line 5): \$ _____
- 7. Less Previous Payments: (\$ _____)
- 8. Current Amount Due (Line 6 less Line 7): \$ _____

Pending Change Orders: \$ _____

Disputed Claims: \$ _____

The undersigned Contractor, who has a contract with Owner for furnishing labor or materials, or both labor and materials, and/or rental equipment, appliances or tools for the erection, alteration, repair and/or removal of the building(s) and/or structure(s) or other improvement of real property known and identified as 51-53 and 55-57 Beals Street located in Brookline, Norfolk County, Massachusetts and owned by Owner, upon receipt of _____ Dollars (\$ _____) in



payment of an invoice/requisition/application for payment dated _____ and does hereby:

(a) waive, release, discharge and relinquish any and all liens and claims or rights of lien on such real property for labor or materials, or both labor and materials, and/or rental equipment, appliances or tools, performed or furnished through the following date: _____ (the "payment period"), except for retainage, unpaid agreed or pending change orders, and disputed claims as stated above; and

(b) subordinate any and all liens and claims or rights of lien to secure payment for such unpaid, agreed or pending change orders and disputed claims, and such further labor or materials, or both labor and materials, and/or rental equipment, appliances or tools, except for retainage, performed or furnished at any time through the twenty-fifth day after the end of the above payment period, to the extent of the amount actually advanced by the above lender/mortgagee through such twenty-fifth day.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the Contractor, empowered and authorized to execute and deliver this document on behalf of the Contractor and that this document shall be binding upon the undersigned.

Signed under the penalties of perjury this _____ day of _____, 201__.

SEAVER CONSTRUCTION, INC.:

By:

Name:

Title:

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 201__, before me, the undersigned notary public, personally appeared _____, the _____ of Seaver Construction, Inc., proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

Notary Public



My commission expires:



CONTRACTOR’S CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(To be submitted with final application for payment)

(M.G.L. c. 254, §32)

Application for Payment No. _____

OWNER: 51-57 Beals Street LLC

CONTRACTOR Seaver Construction, Inc.

PROJECT ADDRESS 51-53 and 55-57 Beals Street, Brookline, Massachusetts

PROJECT 51-57 Beals Street

LENDER/MORTGAGEE The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development; The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by its administrator Massachusetts Housing Finance Agency; the Town of Brookline, Massachusetts; Community Economic Development Assistance Corporation, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Innovations Trust Fund Statute, M.G.L. c. 121E; and Massachusetts Housing Partnership Fund Board, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F

- 1. Original Contract Amount: \$ _____
- 2. Approved Change Orders: \$ _____
- 3. Adjusted Contract Amount (Line 1 plus Line 2): \$ _____
- 4. Less Previous Payments: (\$ _____)
- 5. Final Payment Amount: \$ _____

In consideration of all past payments received from the Owner in connection with the Project, the undersigned acknowledges and agrees that, except for the Final Payment Amount (as set forth above), it has received full payment of all amounts due, including all amounts due under its contract, for labor, materials and/or rental equipment, appliances or tools for the erection, alteration, repair and/or removal of the building(s) and/or structure(s) or other improvement of real property known and identified as 51-53 and 55-57 Beals Street located in Brookline, Massachusetts and owned by Owner, furnished by the undersigned to or in connection with the Project. The undersigned further acknowledges and agrees that upon receipt of a check in the Final Payment Amount and payment of such check by the bank upon which it is drawn, the undersigned will release, discharge, relinquish and waive any and all liens, claims and rights of lien under the statutes of the Commonwealth of Massachusetts with respect to the Owner, the Project and/or against the Owner on account of any labor, materials and/or rental equipment, appliances or tools furnished in connection with the Project.



The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned and that this document shall be binding upon the undersigned.

Signed under the penalties of perjury this _____ day of _____, 201__.

SEAVER CONSTRUCTION, INC.:

By:

Name:

Title:

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 201__, before me, the undersigned notary public, personally appeared _____, the _____ of Seaver Construction, Inc., proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

Notary Public

My commission expires:



PARTIAL LIEN WAIVER — SUBCONTRACTOR OR SUPPLIER WHO DOES NOT HAVE A DIRECT CONTRACT WITH THE OWNER

(To be submitted with each application for payment)

Application for Payment No. _____

OWNER: 51-57 Beals Street LLC

CONTRACTOR Seaver Construction, Inc.

PROJECT ADDRESS 51-53 and 55-57 Beals Street, Brookline, Massachusetts

PROJECT 51-57 Beals Street

SUBCONTRACTOR AND/OR

SUPPLIER:

- 1. Original Contract Amount: \$ _____
- 2. Approved Change Orders: \$ _____
- 3. Adjusted Contract Amount (Line 1 plus Line 2): \$ _____
- 4. Work Completed to Date: \$ _____
- 5. Less Retainage: (\$ _____)
- 6. Total Payable to Date (Line 4 less Line 5): \$ _____
- 7. Less Previous Payments: (\$ _____)
- 8. Current Amount Due (Line 6 less Line 7): \$ _____

Pending Change Orders: \$ _____

Disputed Claims: \$ _____

In consideration of all past payments received from the Contractor and/or the Owner in connection with the Project, the undersigned acknowledges and agrees that it has been paid all sums shown above as previously paid for labor, materials and/or rental equipment, appliances or tools for the erection, alteration, repair and/or removal of the building(s) and/or structure(s) or other improvement of real property known and identified as 51-53 and 55-57 Beals Street located in Brookline, Norfolk County, Massachusetts and owned by Owner, furnished by the undersigned to or in connection with the Project and the undersigned hereby releases, discharges, relinquishes and waives any and all liens, claims or rights of lien under the statutes of the Commonwealth of Massachusetts with respect to the Owner, the Project and/or against the Owner on account of any labor, materials and/or rental equipment, appliances or tools previously furnished and paid for as shown above.



The undersigned individual represents and warrants that he/she is the duly authorized representative of the Subcontractor/Supplier, empowered and authorized to execute and deliver this document on behalf of the Subcontractor/Supplier and that this document shall be binding upon the undersigned.

Signed under the penalties of perjury as of this _____ day of _____, _____.

SUBCONTRACTOR:

By:

Name:

Title:

Hereunto duly authorized

Submitted with General Contractor's Application for Payment No. _____



**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT
SUBCONTRACTOR/SUPPLIER WHO DOES NOT HAVE A DIRECT CONTRACT
WITH THE OWNER**

(To be submitted with Contractor’s Final Application for Payment)

OWNER: 51-57 Beals Street LLC

CONTRACTOR Seaver Construction, Inc.

PROJECT ADDRESS 51-53 and 55-57 Beals Street, Brookline, Massachusetts

PROJECT 51-57 Beals Street

SUBCONTRACTOR AND/OR SUPPLIER

- 1. Original Contract Amount: \$ _____
- 2. Approved Change Orders: \$ _____
- 3. Adjusted Contract Amount (Line 1 plus Line 2): \$ _____
- 4. Less Previous Payments: (\$ _____)
- 5. Final Payment Amount: \$ _____

In consideration of all past payments received from the Contractor and/or the Owner in connection with the Project, the undersigned acknowledges and agrees that, except for the Final Payment Amount (as set forth above), it has received full payment of all amounts due, including all amounts due under its Subcontract, for labor, materials and/or rental equipment, appliances or tools for the erection, alteration, repair and/or removal of the building(s) and/or structure(s) or other improvement of real property known and identified as 51-53 and 55-57 Beals Street located in Brookline, Norfolk County, Massachusetts and owned by Owner, furnished by the undersigned to or in connection with the Project. The undersigned further acknowledges and agrees that upon receipt of a check in the Final Payment Amount and payment of such check by the bank upon which it is drawn, the undersigned will release, discharge, relinquish and waive any and all liens, claims and rights of lien under the statutes of the Commonwealth of Massachusetts with respect to the Owner, the Project and/or against the Owner on account of any labor, materials and/or rental equipment, appliances or tools furnished in connection with the Project.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned and that this document shall be binding upon the undersigned.

Signed under the penalties of perjury as of this _____ day of _____, _____.

SUBCONTRACTOR:

By:



Name:

Title:

Hereunto duly authorized

EXHIBIT K: DEFINITIONS OF PROGRAMS, STATUTES, REGULATIONS AND GUIDELINES

Following are definitions of the programs, statutes, regulations and guidelines referred to in this Loan Agreement:

"AHT Guidelines" shall mean the guidelines issued by DHCD regarding the AHT Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"AHT Program" shall mean the Affordable Housing Trust Fund loan program established under the AHT Statute under which AHT makes loans available to sponsors of certain types of affordable housing.

"AHT Statute" shall mean the Massachusetts Affordable Trust Fund Statute, M.G.L. c.121D, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CDBG Program" shall mean the federal Community Development Block Grant Program under which funds are made available to municipalities to fund community development, including the provision of funds to sponsors of affordable housing.

"CDBG Regulations" shall mean the regulations relating to the CDBG Program promulgated by HUD at 24 Code of Federal Regulations Part 570, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CDBG Statute" shall mean Title 1 of the Housing and Community Development Act of 1974, P.L. 93-383 (42 U.S.C. Section 5301 et seq.), as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HIF Guidelines" shall mean the guidelines issued by DHCD regarding the HIF Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HIF Program" shall mean the Housing Innovations Fund loan program, established under the HIF Statute for the purpose of facilitating the creation and retention of alternative forms of housing, under which DHCD contracts to make funds available through CEDAC and other financial intermediaries, for such financial intermediaries to loan to sponsors of Alternative Forms of Housing for Low Income Families, subject to and in accordance with the provisions of the HIF Statute.

"HIF Regulations" shall mean the regulations relating to the HIF Program promulgated by DHCD at 760 Code of Massachusetts Regulations, Section 23.00 et seq., as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HIF Statute" shall mean the Massachusetts Housing Innovations Trust Fund Statute, M.G.L. c. 121E, as affected by Chapter 129 of the Acts of 2013 (budget line item 7004-0046), , as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HOME Guidelines" shall mean the guidelines issued by DHCD regarding the HOME Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HOME Program" shall mean the federal HOME Investment Partnerships Program under which DHCD, and the Town make loans available to sponsors of certain types of affordable housing.

"HOME Regulations" shall mean 24 CFR Part 92.

"HSF Guidelines" shall mean the guidelines issued by DHCD regarding the HSF Program, as the same may be amended, supplemented, replaced, or otherwise modified from time to time.

"HSF Program" shall mean Housing Stabilization Fund loan program, established for the purpose of facilitating the creation and preservation of affordable housing, under which DHCD contracts to make funds available through MHP and other financial intermediaries, for such financial intermediaries to loan to sponsors of certain types of affordable housing, subject to and in accordance with the provisions of the HSF Statute.

"HSF Regulations" shall mean the regulations relating to the HSF Program promulgated by DHCD at 760 Code of Massachusetts Regulations, Section 24.00 et. seq., as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HSF Statute" shall mean the Massachusetts Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F, as affected by and by Chapter 119 of the Acts of 2008 (budget line item 7004-0032), as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"Local AHT Guidelines" shall mean the guidelines issued by the Town regarding the Local AHT Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"Local AHT Program" shall mean the Affordable Housing Trust Fund loan program established by the Town of Brookline under the Local AHT Statute under which the Town makes loans available to sponsors of certain types of affordable housing.

"Local AHT Statute" shall mean Section 3.13.3 of the General By-Law of the Town of Brookline, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"Local AHT Regulations" shall mean the regulations relating to the Local AHT Program promulgated by the Town, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

EXHIBIT L: SECTION 3 ADDENDUM

The Recipient shall require all contractors and/or subcontractors on Section 3 Covered Projects to agree in writing to the following provisions:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the United States Department of Housing and Urban Development ("HUD") assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations located at 24 CFR part 135, which implement Section 3. As evidence by the execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitment under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the contractor is selected, but before the contract is executed and (ii) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.



EXHIBIT M: COMMUNITY DEVELOPMENT BLOCK GRANT GENERAL TERMS AND CONDITIONS

See the CDBG Statute and the CDBG Regulations, each as defined in Exhibit K, and such guidelines and procedures as may be adopted by the Town from time to time to implement the CDBG Program.



AFFORDABLE HOUSING RESTRICTION

DATE: As of July 2, 2014

GRANTOR:	86 Dummer LLC
PROPERTY NAME:	86 Dummer
TOTAL NUMBER OF UNITS:	32
TOTAL NUMBER OF RESTRICTED UNITS:	32
NUMBER OF HIGH MODERATE INCOME UNITS (110% AMI): ¹	0
NUMBER OF MODERATE INCOME UNITS (80% AMI):	0
NUMBER OF LOW INCOME UNITS (60% AMI):	12
NUMBER OF VERY LOW INCOME UNITS (50% AMI):	10
NUMBER OF EXTREMELY LOW INCOME UNITS (30% AMI):	10
NUMBER OF HOME ASSISTED UNITS:	10
PROPERTY ADDRESS:	86 Dummer Street Brookline, Massachusetts

AFFORDABILITY TERM: In perpetuity

This Affordable Housing Restriction (this "Restriction") is granted by the undersigned Grantor, a Massachusetts limited liability company having a mailing address of c/o Brookline Housing Authority, 90 Longwood Avenue, Brookline, Massachusetts 02446, for the benefit of The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development having a mailing address of 100 Cambridge Street, Suite 300, Boston, Massachusetts 02114-2524 ("DHCD"); Massachusetts Housing Partnership Fund Board, a Massachusetts public instrumentality and body politic and corporate, with an office at 160 Federal Street, 2nd Floor, Boston, Massachusetts 02110

¹ Numbers in parentheses are the percentage of median income for the Area (AMI, as defined below), adjusted for family size, as determined from time to time by HUD (as defined below) pursuant to Section 8 of the United States Housing Act, as amended.



("MHP"); Massachusetts Housing Partnership Fund Board, having a mailing address of 160 Federal Street, Boston, Massachusetts 02110, as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F ("HSITF"); Community Economic Development Assistance Corporation, a body politic and corporate, duly organized and existing in accordance with Chapter 40H of the Massachusetts General Laws with an office at One Center Plaza, Suite 350, Boston, Massachusetts 02108 ("CEDAC"); The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by the Massachusetts Housing Finance Agency ("MHFA"), as Administrator, having an address at One Beacon Street, Boston, Massachusetts 02108 ("AHT"); and the Town of Brookline, Massachusetts, acting by and through its Director of Planning and Community Development, having an address at 333 Washington Street, Brookline, Massachusetts 02446 (the "Town").

MHP is, or is anticipated to be, the first mortgage lender for the Project (as defined below). Upon the closing of the MHP first mortgage loan for the Project, MHP, together with its successors and assigns, in its capacity as first mortgage lender, shall be deemed a Holder of this Restriction. The Grantor acknowledges that, notwithstanding the order of recording, this Restriction is senior to the MHP first mortgage loan, subject to the provisions of Section 19 below.

BACKGROUND

- A. The Grantor holds or will acquire a leasehold interest in the Property and intends to construct a 32-unit rental housing development, consisting of one residential building, at the Property (the "Project").
- B. As a condition of the Loan, the Grantor has agreed that this Restriction be imposed upon the Property as a covenant running with the land and binding upon any successor to the Grantor, as owner thereof.

RESTRICTIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants as follows:

1. **Definitions.** Capitalized terms used herein are defined herein and in Exhibit D attached hereto.
2. **Use Restrictions.** The Property shall be reserved and used for the Permitted Uses and for no other purpose. The Restricted Units shall include at least 6 one-bedroom Units, 22 two-bedroom Units and 4 three-bedroom Units. Ten of the Restricted Units shall be deemed to be assisted under the HOME Program ("HOME Assisted Units") provided that certain of the provisions of the HOME Program may cease to be effective 20 years after the completion of the Project (the "HOME Term") as more fully set forth in Section 5.2 of the Loan Agreement between Grantor as Borrower and Massachusetts Housing Partnership Fund Board, as agent for The Commonwealth of



Massachusetts, acting by and through the Department of Housing and Community Development under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F for itself and as agent for certain other lenders. Such HOME Assisted Units may also constitute Restricted Units with respect to other programs hereunder. As of the date hereof, the Property has or is expected to have the benefit of a contract for 10 project-based vouchers under Section 8 of the United States Housing Act of 1937, as amended (the "Section 8 Contract"). If during the HOME Term the Section 8 Contract is not renewed at the end of its term or is terminated or otherwise is no longer in full force and effect, the number of HOME Assisted Units required to be Very Low Income Units (as set forth on Exhibit C) shall be reduced to 2 Units of the types shown on Exhibit C-1 and the number of HOME Assisted Units required to be Low Income Units (as set forth on Exhibit C) shall be increased to 8 Units of the types shown on Exhibit C-1. In such event, references in this Restriction to Exhibit C shall thereafter be deemed to refer to Exhibit C-1. Furthermore, if during the Term the Section 8 Contract is not renewed at the end of its term or is terminated, reduced or otherwise is no longer in full force and effect, provided that the Grantor has not caused the loss of subsidy and the Holders have been given ninety (90) days' prior written notice and opportunity to replace the subsidy, then the Holders will permit the Grantor to modify the mix of Restricted Units by converting Extremely Low Income Units to Very Low Income Units or Low Income Units to the extent and only to the extent necessary to allow the property to achieve breakeven operations, such determination to be made by the Holders in their reasonable discretion. The Property also shall include at least two (2) Units accessible to individuals with mobility impairments and at least one (1) additional Unit accessible to individuals with sensory impairments. Each Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Unit shall meet the housing quality standards set forth in the regulations of HUD at 24 C.F.R. §982.401 or any successor thereto, the accessibility requirements at 24 C.F.R. Part 8 or any successor thereto (which implement Section 504 of the Rehabilitation Act of 1973) and, if applicable, the design and construction requirements of 24 C.F.R. §100.205 or any successor thereto (which implement the Fair Housing Act). Throughout the term hereof, the Grantor shall maintain the Property and the Improvements in good, safe and habitable condition in all respects and in full compliance with all applicable laws, by-laws, rules and regulations of any governmental (or quasi-governmental) body with jurisdiction over matters concerning the condition of the Property.

3. Occupancy Restrictions. The following restrictions shall apply during the period commencing with the first date on which any Units are occupied and continuing for the balance of the Affordability Term, subject always to any applicable rent restrictions of the federal low-income housing tax credit program under Section 42 of the Internal Revenue Code of 1986, as amended, and any provision herein that conflicts with the requirements of the federal low-income housing tax credit program shall be suspended so long as the restrictions under the federal low income housing tax credit program are in effect.

A. Low Income Units. At least 12 of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Low Income Families ("Low Income Units"). The monthly rent charged to a Family occupying a Low Income Unit shall not exceed the lesser of Fair Market Rent or an amount equal to (x) one-twelfth of thirty percent (30%) of sixty percent (60%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance

established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds sixty percent (60%), but does not exceed eighty percent (80%) of the Family-size Adjusted AMI, shall continue to be treated as a Low Income Family and the foregoing maximum rent shall continue to apply to such Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and must pay as monthly rent the Over-income Rent.

B. Very Low Income Units. At least 10 of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Very Low Income Families ("Very Low Income Units"). The monthly rent charged to a Family occupying a Very Low Income Unit shall not exceed the lesser of Fair Market Rent or (x) one-twelfth of thirty percent (30%) of fifty percent (50%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as a Very Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds fifty percent (50%), but does not exceed eighty percent (80%), of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, be treated as a Low Income Family, and must pay as monthly rent the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of sixty percent (60%) of the Bedroom Adjusted AMI (minus, if applicable, an allowance established by the Holders for any utilities and services [excluding telephone] to be paid by the occupying Family) or (z) the comparable market rent for the Family's Unit. A Family who resides in a Restricted Unit, who qualified as a Very Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and must pay as monthly rent the Over-income Rent.

C. Extremely Low Income Units. At least 10 of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Extremely Low Income Families ("Extremely Low Income Units"). At least eight of the Extremely Low Income Units must have two (2) bedrooms or more. The monthly rent charged to a Family occupying an Extremely Low Income Unit shall not exceed the lesser of Fair Market Rent or (x) one-twelfth of thirty percent (30%) of thirty percent (30%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family, provided that, with respect to a PCE who qualifies as an Extremely Low Income Family and whose Household Income is not more than fifteen percent (15%) of the Family-size Adjusted AMI, the PCE shall not be



required to pay as a contribution towards rent more than (x) one-twelfth of thirty five percent (35%) of fifteen percent (15%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds thirty percent (30%), but does not exceed fifty percent (50%) of the Family-size Adjusted AMI, shall continue to be treated as an Extremely Low Income Family but, from and after the expiration of the then-current term of such Family's lease, must pay as monthly rent the Over-income Rent. A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds fifty percent (50%), but does not exceed eighty percent (80%), of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, be treated as a Low Income Family and must pay as monthly rent the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of sixty percent (60%) of the Bedroom Adjusted AMI (minus, if applicable, an allowance established by the Holders for any utilities and services [excluding telephone] to be paid by the occupying Family) or (z) the comparable market rent for the Family's Unit. A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and must pay as monthly rent the Over-income Rent.

- D. MHP First Mortgage Affordability Requirements.** In order to satisfy the affordability requirements of the MHP first mortgage loan, at least eight (8) of the total Units shall be Extremely Low Income Units.
- E. Applicable Lease Term, Change of Status.** References in the foregoing provisions of the "then-current term of such Family's lease" shall refer to the term of the lease or occupancy agreement in effect on the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income. If, with the Holders' consent, the Grantor does not require that a lease be signed for a Restricted Unit (e.g., a property providing short-term transitional housing), the provisions set forth above shall apply, except that the applicable date on which a Family's income-qualified status and/or applicable rent restriction is modified shall be the first day of the month that is at least thirty (30) days following the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income.
- F. Federal or State Rental Subsidy.** Except with respect to HOME Assisted Units, if a Restricted Unit or the Family occupying such Unit receives federal or state rental subsidy, then the Family's contribution towards rent shall be the contribution allowable under the

federal or state rental subsidy program and the maximum rent (i.e., tenant contribution plus rental subsidy) shall be the rent allowable under the federal or state rental subsidy program. In the case of HOME Assisted Units, if a Restricted Unit receives federal or state project-based rental subsidy and the occupying Family qualifies as a Very Low Income Family and pays as a contribution towards rent not more than thirty percent (30%) of one-twelfth of the Family's Household Income, then the maximum rent (i.e., tenant contribution plus rental subsidy) shall be the rent allowable under the federal or state rental subsidy program.

- G. Next Available Unit Rule.** If at any time fewer than the required number of Units are leased, rented or occupied by Extremely Low Income Families, the next available Units shall all be leased, rented or otherwise made available to Extremely Low Income Families until the required number of Units occupied by Extremely Low Income Families is again obtained. Subject to the foregoing, if at any time fewer than the required number of Units are leased, rented or occupied by Very Low Income Families, the next available Units shall all be leased, rented or otherwise made available to Very Low Income Families until the required number of Units occupied by Very Low Income Families is again obtained. Subject to the foregoing, available Units shall be leased, rented or otherwise made available to Low Income Families. The foregoing provisions shall be applied so as to maintain a mix of Restricted Units that is comparable in size, features and number of bedrooms to the originally designated Restricted Units (i.e., a Unit will not be considered an available Unit for purposes of this Paragraph if classification of such Unit as a Restricted Unit would cause the then current mix of Restricted Units to no longer be comparable to the original mix of Restricted Units described in Section 2 above and as shown on Exhibit C).
- H. CBH Rents.** Notwithstanding the foregoing, a PCE occupying a Restricted Unit shall not be required to pay as a contribution towards rent more than (x) one-twelfth of thirty-five percent (35%) of the greater of (i) the PCE's Household Income as recertified annually and (ii) fifteen percent (15%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the PCE.
- I. Persons Certified Eligible.** If at any time fewer than two (2) Units at the Property are leased, rented or occupied by PCEs, then the Grantor shall immediately notify EOHHS of the shortfall in PCEs at the Property (a "CBH Unit Shortfall"). At any time when there is a CBH Unit Shortfall at the Property, the Grantor shall notify EOHHS of each vacancy of a Restricted Unit at the Property, including the vacancy that gave rise to the CBH Unit Shortfall (a "Vacancy Notice") and each such Unit shall be made available for leasing to a PCE until the required number of Units occupied by PCEs is again obtained. Upon receipt of a Vacancy Notice, EOHHS shall refer to the Grantor a PCE for whom the Unit is appropriate, taking into account the number of bedrooms and the accessibility or adaptability of such Unit. Grantor shall not refuse to accept a PCE as a tenant on the grounds that such PCE's income is inadequate. If EOHHS does not refer a PCE within 60 days after receipt of a Vacancy Notice, the Unit that was the subject of the Vacancy Notice



may be re-rented by the Grantor to an income-qualified Family who is not a PCE. If at any time either (x) EOHHS is no longer able or willing to refer PCEs to the Property because of a change in CBH program needs with respect to the Property, (y) EOHHS fails to refer a PCE to the Grantor in response to two Vacancy Notices within a one-year period or (z) a CBH Unit Shortfall exists at the Property for a one-year period, the Grantor will promptly notify CEDAC. In such event, the Grantor and CEDAC will meet and consult in good faith with EOHHS to address such situation and, if appropriate, to identify an appropriate eligible population acceptable to CEDAC for such Units, consistent with the then applicable CBH Regulations and CBH Guidelines.

4. Rent Schedule. Except as is set forth in Section 3E, projected initial monthly maximum rents including utilities for all Restricted Units shall be as set forth in Exhibit B attached hereto. If permitted maximum rents and utility allowances as reflected in the annual schedule of rents and utility allowances issued by DHCD increase prior to initial occupancy of the Project, the initial monthly maximum rents and utility allowances shall be as set forth in the latest schedule issued by DHCD. Notwithstanding the rent restrictions set forth in Section 3 above, the maximum monthly rent permitted to be charged for a Restricted Unit at any particular income level is not required to be lower than the maximum rent applicable at such income level pursuant to Exhibit B or such higher initial maximum rent applicable at such income level pursuant to the immediately preceding sentence, regardless of changes in fair market rents or in median income over time (subject only to the restrictions applicable in the event of any federal or state subsidy, as set forth in Section 3 above). Rents for Restricted Units shall not be increased above applicable maximums without all Holders' prior written approval of a specific request by the Grantor for a rent increase, except for increases implemented in accordance with an annual schedule of maximum rents and allowances issued by DHCD. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days' prior written notice by the Grantor to all affected Residents and notwithstanding any provision in a lease or occupancy agreement to the contrary, in the event of any increase in the rent payable by such Residents in connection with an increase in the income of such Residents, consistent with the terms hereof, the Residents shall have the right to terminate their lease or occupancy agreement by written notice to the Grantor delivered within such thirty-day period.

5. Resident Selection.

A. Nondiscrimination. The Grantor shall not discriminate on the basis of race, religious creed, color, sex, age, marital status, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), gender identity, genetic information, veteran status, membership in the armed forces, ancestry, national origin, handicap, blindness, hearing impairment, or because a person possesses a trained guide dog as a consequence of blindness, hearing impairment or other handicap of such person or any other basis prohibited by law in the lease, use and occupancy of the Units or in connection with the employment or application for employment of persons for the operation and management of the Units. The Grantor shall not discriminate against, or refuse to lease, rent or otherwise make available the Units to, a holder of a certificate or voucher under



the Federal Rental Certificate Program or the Federal Rental Voucher Program or a holder of a comparable document evidencing participation in a HOME Program tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME Program tenant-based assistance document.

B. Selection Policies. The Grantor shall adopt and submit to the Holders for approval resident selection policies and criteria for the Restricted Units that:

- (i) Are consistent with the purpose of providing housing for a Low Income Family, a Very Low Income Family or an Extremely Low Income Family, as defined below and required herein;
- (ii) Are reasonably related to eligibility of prospective tenants under the Programs and to the prospective tenants' ability to perform the obligations of the Grantor's form lease; and
- (iii) Provide for (x) the selection of Residents from a written waiting list in the chronological order of their application, insofar as practicable, and (y) the prompt written notification to any rejected applicant of the grounds for any rejection.

The Grantor shall also provide the Holders with an affirmative marketing plan acceptable to all Holders. The affirmative marketing plan must comply with all applicable statutes, regulations and executive orders, with all Holders' affirmative marketing requirements and with DHCD's directives reflecting the agreement between DHCD and HUD in the case of NAACP, Boston Chapter v. Kemp. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect and any changes thereto shall be subject to the prior written approval of the Holders. The Grantor shall list vacancies in Restricted Units in the MassAccess Housing Registry at <http://www.massaccesshousingregistry.org>.

6. Lease Form. The Grantor shall not include in any lease for a Restricted Unit any of the following provisions:

- A.** Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Grantor in a lawsuit brought in connection with the lease.
- B.** Agreement by the tenant that the Grantor may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the Unit after the tenant has moved out of the Unit. The Grantor may dispose of such personal property in accordance with state law.
- C.** Agreement by the tenant not to hold the Grantor or the Grantor's agents legally responsible for any action or failure to act, whether intentional or negligent.
- D.** Agreement of the tenant that the Grantor may institute a lawsuit without notice to the tenant.



- E. Agreement by the tenant that the Grantor may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- F. Agreement by the tenant to waive any right to a trial by jury.
- G. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- H. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Grantor against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

All leases for Restricted Units shall be consistent with the requirements set forth herein, shall be on a form reasonably approved by the Holders, shall be for terms of not less than one (1) year (unless a shorter term is specified by mutual agreement between the Resident and the Grantor, subject to the Holders' program requirements) and shall require tenants to provide information required for the Grantor to meet its reporting requirements hereunder. The Grantor may not terminate the tenancy or refuse to renew the lease of an occupant of a Restricted Unit except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; (iii) for completion of the tenancy period for transitional housing; or (iv) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by the Grantor's service on the tenant of a written notice specifying the grounds for the action.

7. Transfer Restrictions. The Grantor shall not sell, transfer, convey, rent (except for leases or occupancy agreements made in connection with the Permitted Uses that are substantially in the form approved by the Holders), encumber as security for financing, or in any other way exchange all or any portion of the Property nor shall the Grantor permit the sale, transfer or pledge of any direct or indirect interests in the Grantor, without the express written permission of the Holders, which consent shall not be unreasonably withheld or delayed with respect to any transfer to the Sponsor or any entity wholly owned and controlled by the Sponsor pursuant to the Right of First Refusal dated of even date herewith granted to the Sponsor by the Grantor or pursuant to the Purchase Option dated of even date herewith granted to 86 Dummer Manager LLC by the Grantor, provided that at the time of exercise of such Right of First Refusal or such Purchase Option (i) no Event of Default, or event or condition which with the giving of notice or passage of time or both would constitute an Event of Default, is then outstanding hereunder or under any of the Loans; (ii) the Sponsor or such other entity designated as transferee is an eligible borrower under all applicable Statutes, Regulations and Guidelines as then in effect; (iii) the Sponsor or such other entity is in good standing with all Holders and in each Holder's reasonable discretion has sufficient financial capability and experience with affordable housing similar to the Property to perform the obligations of the Grantor; (iv) the Sponsor or such transferee agrees in writing to be bound by and perform all of the terms and conditions hereof; (v) such transfer is permitted by the holder of all loans secured by the Property and (vi) the Grantor gives to all Holders no less than thirty (30) days' prior written notice of any such proposed transfer. Without limiting the generality of the foregoing, the Permitted Encumbrances are hereby approved by the Holders. Any sale, transfer or other disposition (each, a "transfer")



of all or any part of the Property shall further be subject to the Purchase Option and First Refusal Right, as described below, and to such further terms and conditions with respect thereto as may be set forth in the CBH Statute, the CBH Regulations, the CBH Guidelines, the HSF Statute, the HSF Regulations, and the HSF Guidelines. Upon request by the Grantor, DHCD shall sign a certificate, in form and substance reasonably acceptable to DHCD, stating whether, as of a specified date, any Purchase Option or First Refusal Right in favor of DHCD remains in effect, or has been exercised, terminated, waived or assigned, and otherwise conforming with the certification requirements described below. No transfer of all or any part of the Property to any party other than DHCD or its assignee shall be consummated unless and until (i) the period for the exercise of all Purchase Options and/or First Refusal Rights, as applicable, shall have expired without DHCD's exercise of rights thereunder or (ii) DHCD shall have unconditionally waived its rights thereunder in writing. Notwithstanding the foregoing: (i) the investor member interest of in Grantor held by the Sponsor may be transferred to U.S.A. Institutional Tax Credit Fund XCIX L.P. (the "Investor"), (ii) the investor member interest of the Investor may be transferred to an entity in which the Investor or an affiliate of The Richman Group of Companies is the general partner, manager or managing member, provided that the Holders receive notice of such transfer, and (iii) the Grantor's investor member may remove and replace the manager of the Grantor in accordance with the provisions of the Grantor's operating agreement upon the consent of the Holders, which consent will not be unreasonably withheld, conditioned or delayed.

8. HSF/CBH Purchase Option.

- A.** Upon the expiration of the HSF Term (as defined in Section 10 below), DHCD shall have the right to purchase the Grantor's interest in the Property from the Grantor, at a price equal to the then-current appraised value of the Property, less the total outstanding balance, at the time of such purchase, of all principal, interest and any other charges payable under the HSF Loan and CBH Loan, and any and all other outstanding obligations of the Grantor with respect thereto (the "Purchase Option"), by delivering written notice to the Grantor of its election to exercise the Purchase Option by or before the date that is one hundred twenty (120) days after the expiration of the HSF Term (the "Option Exercise Deadline"). If DHCD shall have failed to deliver such written notice of its election to exercise the Purchase Option to the Grantor by the Option Exercise Deadline, DHCD shall be deemed to have unconditionally waived the Purchase Option, and the Purchase Option shall automatically terminate, and shall have no further force or effect.
- B.** DHCD shall have the right at any time to assign its rights under this Purchase Option to a qualified developer selected by DHCD in accordance with the HSF Statute and HSF Regulations and the CBH Statute and CBH Regulations, and effective as of any such assignment, all rights and obligations of DHCD with respect to such Purchase Option shall automatically be deemed to apply to such assignee, and all references to "DHCD" in this Section shall automatically be deemed to refer to such assignee (except to the extent a provision explicitly provides otherwise). So long as the Grantor is not in default under the HSF Loan, CBH Loan or hereunder, the Sponsor shall have the right to match the best offer received by DHCD from a qualified developer to become DHCD's assignee.



- C. Promptly upon request by DHCD at any time or from time to time, either before the Option Exercise Deadline or after DHCD's exercise of the Purchase Option, the Grantor shall provide DHCD with a copy of, or otherwise make available for DHCD's review at a mutually convenient time and location, any and all material owned by or readily available to the Grantor that an unrelated third-party potential buyer would reasonably request in connection with its due diligence for the acquisition of the Property, including, by way of example but not of limitation, deeds, title insurance policies, appraisals, studies, reports, and other materials relating to the Property and/or any encumbrance(s) subject to which the Property is to be conveyed, or otherwise reasonably necessary or appropriate for DHCD to review in connection with its exercise of the Purchase Option.
- D. The appraised value of the Property shall be determined at DHCD's request by the method specified in the HSF Statute and CBH Statute (as may be more fully described in the HSF Regulations and CBH Regulations) and in accordance with DHCD policies, and the costs of the appraisers shall be shared equally by DHCD and the Grantor (unless the HSF Regulations or CBH Regulations provide otherwise). Notwithstanding anything to the contrary contained in this Restriction, the Grantor shall not be required to use its own funds to repay any debt secured by the Property in the event the appraised value of the Property is less than the aggregate of all permitted debt secured by the Property.
- E. The closing for the sale of the Property to DHCD shall take place in accordance with applicable provisions of the HSF Regulations or CBH Regulations, by or before the date that is one hundred twenty (120) days after the Option Exercise Deadline (i.e., on or before the date that is two hundred forty (240) days after the expiration of the HSF Term), by the close of the business day, at the Registry of Deeds; provided, however, that if DHCD reasonably determines additional time is necessary to effect the closing due to delays of the Grantor in providing DHCD with the due diligence material described above or any other failure by the Grantor fully to cooperate with preparations for the sale, the closing date may be extended to a date reasonably determined by DHCD as necessary to redress the delays caused by the Grantor, which shall be specified in a written notice from DHCD setting forth the reasons for such extension, delivered to the Grantor by or before the date originally scheduled for the closing. The parties may also mutually agree to extend the date of the closing by written instrument.
- F. The transfer to DHCD pursuant to the Purchase Option shall be subject to such other requirements as may be more fully described in the HSF Regulations or CBH Regulations consistent with the HSF Statute and CBH Statute. Adjustments in the purchase price for recording fees, deed stamps and other charges shall be made, and any other issues associated with the transfer shall be resolved, in accordance with standard conveyancing practice in The Commonwealth of Massachusetts. If either party so desires, the parties shall enter into a purchase and sale agreement memorializing the terms of the sale, consistent with the terms hereof and of the HSF Statute and CBH Statute; provided, however, that the Purchase Option shall be binding regardless of whether the parties execute a purchase and sale agreement. Notwithstanding any other provision hereof to the contrary, if, after delivering notice of its intention to exercise the Purchase Option,



DHCD determines, in its sole discretion, that it is not in the best interests of DHCD to effect the purchase, DHCD may terminate the Purchase Option at any time, upon written notice to the Grantor recorded with the Registry of Deeds; provided, however, that such termination right shall apply to DHCD only and not to any assignee.

- G.** Concurrently with its acquisition of the Property, DHCD shall cause to be recorded with the Registry of Deeds an affordable housing restriction, in compliance with the HSF Statute, CBH Statute and any other applicable statutory requirements for the same (and, in the case of an assignee, in form acceptable to DHCD, in its discretion), which shall require that the Property shall be used only for the purposes of preserving or providing affordable housing thereon, which housing shall remain affordable for a period of not less than fifty (50) years.
- 9. HSF/CBH First Refusal Right.**
- A.** If the Grantor intends at any time or from time to time prior to DHCD's exercise (or unconditional waiver) of the Purchase Option, as described above, to transfer all or any part of its interest in the Property, and the Grantor receives a bona fide offer for such transfer that the Grantor desires to accept (each, an "Offer"), the Grantor shall promptly deliver to DHCD written notice of the same (which shall not be deemed to have been duly delivered to DHCD unless it contains a copy of clause C. below), together with a copy of such Offer (the "Offer Notice"). The Grantor shall provide DHCD with such reasonable evidence as DHCD may require to satisfy DHCD as to the bona fide nature of the Offer. For purposes of this Section, a purchase by the Sponsor shall not be considered an Offer that triggers DHCD's First Refusal Right. A transfer of a member interest in the Grantor shall be considered an Offer that triggers the DHCD First Refusal Right if (x) such member interest is all or substantially all of the non-managing member interests in the Grantor (except for transfers to affiliates of the member) and (y) such transfer takes place within one year of a transfer of a controlling interest in a manager of the Grantor to the transferee of the member interest or an affiliate of such transferee, provided that a removal of a manager by a member pursuant to a removal provision in the operating agreement of the Grantor and the substitution of a new manager that is an affiliate of such member shall not constitute a transfer of a manager interest for purposes of this clause.
- B.** DHCD shall have the right to purchase the Grantor's interest in the Property (or the portion(s) thereof to which the Offer relates), at the same price and on the same terms set forth in such Offer (the "First Refusal Right"), by delivering to the Grantor and recording with the Registry of Deeds written notice of its election to exercise such First Refusal Right, in accordance with the terms set forth below (the "Exercise Notice"), by or before the date that is one hundred twenty (120) days after DHCD's receipt of such Offer Notice (such 120-day period, the "First Refusal Period"). If DHCD does not intend to exercise the First Refusal Right, DHCD may, but shall have no obligation to, notify the Grantor in writing that the First Refusal Right will not be exercised (a "Waiver Notice").
- C.** If, by the expiration of the First Refusal Period with respect to an Offer, DHCD shall have failed to deliver to the Grantor an Exercise Notice or a Waiver Notice, DHCD shall be



deemed to have waived its First Refusal Right with respect to such Offer, subject to any revived First Refusal Right with respect to a modified Offer, as described below. However, DHCD shall retain a First Refusal Right for subsequent Offers and the Purchase Option as described above, notwithstanding any prior actual or deemed waiver of the First Refusal Right, or any intervening transfer of the Property or any portion(s) thereof. The First Refusal Right shall automatically expire upon the waiver, expiration or exercise of the Purchase Option.

- D. If any of the terms of an Offer shall be revised from the terms reflected in the Offer Notice in such a manner as to be materially more favorable to the buyer or if a closing pursuant to the Offer has not occurred on or before the date six months after the date of the Offer Notice but the Grantor desires to continue pursuing a sale pursuant to such Offer, the Grantor shall promptly deliver to DHCD an Offer Notice with respect to such revised or continued Offer (which shall not be deemed to have been duly delivered to DHCD unless it contains a copy of clause C. above), and DHCD shall have a new First Refusal Right with respect to such modified or continued Offer. The First Refusal Period for such new First Refusal Right shall run for a period of one hundred twenty (120) days from the date of DHCD's receipt of the Offer Notice with respect to such revised or continued Offer.
- E. DHCD shall have the right at any time to assign its rights under the First Refusal Right to a qualified developer selected by DHCD in accordance with the HSF Statute and HSF Regulations and the CBH Statute and CBH Regulations and, effective as of any such assignment, the rights and obligations of DHCD with respect to such First Refusal Right shall automatically be deemed to apply to such assignee, and all references to "DHCD" in this Section shall automatically be deemed to refer to such assignee (except to the extent a provision explicitly provides otherwise). DHCD shall provide written notice of any such assignment to the Grantor.
- F. In accordance with the provisions of the HSF Statute and CBH Statute:
 - (i) An Offer Notice containing the required language as described above shall be deemed to have been duly delivered if sent by regular and certified mail, return receipt requested (or by such other method as may be authorized under the HSF Statute and HSF Regulations and the CBH Statute and CBH Regulations), addressed to DHCD (or to any assignee of DHCD, if DHCD has previously given the Grantor notice of such assignment, including the name and notice address of such assignee, in accordance with the notice provisions set forth herein) in the care of the keeper of records for DHCD, which for purposes hereof shall be deemed to be the General or Chief Counsel of DHCD (or in care of the keeper of records for such assignee of DHCD, as applicable).
 - (ii) The Exercise Notice or Waiver Notice shall be duly signed by a designated representative of DHCD or of the assignee of DHCD, as the case may be, and (x) mailed to the Grantor by certified mail (or such other method as may be authorized under the HSF Statute or CBH Statute) at the notice address set forth in the Offer Notice and (y) recorded with the Registry of Deeds by the expiration of the First Refusal Period. If DHCD shall have assigned the First Refusal Right to a qualified



developer prior to delivery of the Exercise Notice, the Exercise Notice shall include the name and address of such assignee and the terms and conditions of such assignment.

(iii) An affidavit acknowledged by a notary public that DHCD or its designated representative has mailed an Exercise Notice or a Waiver Notice (the "Affidavit") shall conclusively establish the manner and time of the giving of such notice. Any Affidavit may be recorded with the Registry of Deeds by either party. Each Affidavit shall have attached to it a copy of the Offer Notice to which it relates.

(iv) Each Offer Notice, Exercise Notice and Waiver Notice shall contain the name of the record owner of the Property and a description of the premises to be transferred, in form adequate to identify the same.

G. The closing for the sale of the Property (or, if applicable, the part thereof that is the subject of the Offer) to DHCD shall take place in accordance with applicable provisions of the HSF Regulations and CBH Regulations, by or before the date that is one hundred twenty (120) days after the expiration of the First Refusal Period (i.e., on or before the date that is two hundred forty (240) days after DHCD's receipt of the relevant Offer Notice), by the close of the business day, at the Registry of Deeds (such date, the "Closing Deadline"); provided, however, that if DHCD reasonably determines additional time is necessary to effect the closing, due to delays of the Grantor in providing DHCD with the due diligence material described below or any other failure by the Grantor fully to cooperate with preparations for the sale, the Closing Deadline may be extended to a date reasonably determined by DHCD as necessary to redress the delays caused by the Grantor, which shall be specified in a written notice from DHCD setting forth the reasons for such extension, delivered to the Grantor and recorded with the Registry of Deeds, by or before the date originally scheduled for the closing. The parties may also mutually agree to extend the Closing Deadline, by written instrument; provided, however, that in such event, the parties shall execute an instrument reflecting such extension, which shall be recorded with the Registry of Deeds by or before the date originally scheduled for the closing.

H. Concurrently with the delivery of the Offer Notice, the Grantor shall provide DHCD with a copy of, or otherwise make available for DHCD's review at a mutually convenient time and location, all material relating to the Property (or the part thereof that is the subject of the Offer) and/or the proposed sale, transfer, or other disposition thereof that has been made available to the party making the Offer, and shall thereafter promptly make available to DHCD any additional material made available to such party. Promptly upon any request therefor by DHCD, the Grantor shall provide DHCD with a copy of, or otherwise make available for DHCD's review at a mutually convenient time and location, any and all other material owned by or readily available to the Grantor that an unrelated third-party buyer would reasonably request in connection with its due diligence for an acquisition of such Property, including, by way of example but not of limitation, deeds, title insurance policies, appraisals, studies, reports, or other materials relating to such Property and/or any encumbrance(s) subject to which the Property is to be conveyed, or otherwise



reasonably necessary or appropriate for DHCD to review in connection with its exercise of the First Refusal Right.

- I.** The transfer to DHCD pursuant to the First Refusal Right shall be subject to such other requirements as may be more fully described in the HSF Regulations or CBH Regulations consistent with the HSF Statute and CBH Statute. Adjustments in the purchase price for recording fees, deed excise stamp taxes and other charges shall be made, and any other issues associated with the transfer shall be resolved, in accordance with standard conveyancing practice in The Commonwealth of Massachusetts. If either party so desires, the parties shall enter into a purchase and sale agreement memorializing the terms of the sale, consistent with the terms hereof and of the HSF Statute and CBH Statute; provided, however, that the First Refusal Right shall be binding regardless of whether the parties execute a purchase and sale agreement. Notwithstanding any other provision hereof to the contrary, if, after delivering notice of its intention to exercise the First Refusal Right, DHCD determines, in its sole discretion, that it is not in the best interests of DHCD to effect the purchase, DHCD may terminate the First Refusal Right at any time, upon written notice delivered to the Grantor and recorded with the Registry of Deeds; provided, however, that such termination right shall apply to DHCD only, and not to any assignee. If DHCD exercises such termination right or if either DHCD or its assignee (other than the Sponsor) fails to perform hereunder on or before the Closing Deadline through no fault of the Grantor, then the First Refusal Right shall lapse and be of no further force or effect.
- J.** Concurrently with its acquisition of the Property, DHCD shall cause to be recorded with the Registry of Deeds an affordable housing restriction, in compliance with the HSF Statute, CBH Statute and any other applicable statutory requirements for the same (and, in the case of an assignee, in form acceptable to DHCD, in its discretion), which shall require that such Property shall be used only for the purposes of preserving or providing affordable housing thereon, which housing shall remain affordable for a period of not less than fifty (50) years.

10. Term of Restrictions; Covenants to Run with Land. The term of this Restriction shall be perpetual (the "Affordability Term"). The "HSF Term" shall be 51 years and 1 months from the date hereof, provided that if the Project is not completed within 13 months after the date of this Restriction for any reason, any Holder shall have the right to extend the HSF Term by recording in the Registry of Deeds a certificate of extension certifying the length of the delay in completing the Project, whereupon the HSF Term shall automatically be extended by an amount of time equal to the length of such delay and provided further that the term hereof shall automatically be extended for the period of the extension of any of the Loans to which this Restriction relates. The "Option Term" shall be the period from the expiration of the HSF Term through the Option Exercise Deadline (as defined in Section 8 above) plus any additional period necessary for the consummation of a purchase of the Property under either the Purchase Option or the First Refusal Right, if applicable, under Section 8 or 9 above. Notwithstanding the foregoing, this Restriction shall not expire until the recording in the Registry of Deeds of a written determination by the Secretary of EOHHS, that there is no longer a need to maintain and use the



Property as CBH Community-Based Housing. Notwithstanding any provision to the contrary herein or in any of the other Loan Documents, this Restriction shall remain in full force for the full term set forth herein including any extension, notwithstanding any prepayment of the Loan. The restrictions contained herein shall run with the land, shall bind the successors and assigns of the Grantor, and shall inure to the benefit of the Holders and their successors and assigns as permitted herein. Notwithstanding the foregoing, upon satisfaction in full at the originally stated maturity date, as it may have been extended, of all obligations under a particular Loan, as determined by the appropriate Holder, the Grantor may request that the Holders modify this Restriction to eliminate the requirements imposed by or otherwise relating to such Loan set forth in this Restriction. The parties shall cooperate to prepare an appropriate amendment to this Restriction, which amendment shall be duly recorded with the Registry of Deeds by the Grantor at its cost and expense. The preceding two sentences shall not apply to the restrictions applicable for the benefit of AHT.

11. Subsequent Conveyances. Each and every contract, deed or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Restriction.

12. Income Verification. The Grantor represents, warrants and covenants that the determination of whether a Family occupying a Restricted Unit meets the income requirements set forth herein shall be made by the Grantor at the time of leasing of a Restricted Unit and thereafter at least annually on the basis of the current income of such Family. In initially verifying a Family's income, the Grantor shall examine the source documents evidencing annual income (e.g., wage statements, interest statements, unemployment compensation statements) for the Family.

13. Reporting Requirements.

- A. DHCD Web-Based Report.** Annually, no later than September 30, Grantor shall submit to DHCD, via the web-based annual reporting system located at <https://app2.oed.state.ma.us/hsgdevannualreport>, or as otherwise instructed, an annual report consisting of all data required by DHCD regulations at 760 CMR 61.00 promulgated pursuant to Chapter 334 of the Acts of 2006 and all applicable DHCD directives, guidelines and forms as may be amended from time to time. The Grantor shall collect said data for the express purpose of reporting to DHCD, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.
- B. Annual Report.** Annually, no later than March 31, Grantor shall submit to each Holder an annual report consisting of the following:
- (i) Annual adjusted income of each Family occupying a Restricted Unit.
 - (ii) Monthly gross rents (rents plus utility allowances, if applicable) for all Restricted Units, such rents to be consistent with the schedule of maximum rents published annually by DHCD. The rent schedule shall include the maximum rents applicable to Restricted



Units under Section 3 as well as the actual rents to be charged to over-income Families under Section 3.

(iii) The Grantor's certification, made to the best knowledge and belief of the officer or individual signing such certification, that:

- (a) The Property continues to be used for the Permitted Uses.
- (b) The Property continues to contain the required number of Low Income Units and Extremely Low Income Units and to comply with the rent and other restrictions applicable to such Restricted Units.
- (c) Grantor has not transferred, pledged or encumbered any interest in the Property, except as specifically provided in, and in accordance and compliance with the terms of, this Restriction.
- (d) Grantor has caused the Property to be maintained in a manner consistent with the Statute, Regulations and Guidelines and no children under six years old reside in or occupy the Property within the meaning of the Lead Paint Law or, if such children do reside in or occupy the Property, that the Property is in compliance with the Lead Paint Law.
- (e) The information submitted pursuant to this Paragraph B is true and accurate.

C. Confidentiality. The Holders and the Grantor shall treat as confidential any of the foregoing information relating to a specific Resident or Unit in compliance with all applicable state and federal statutes and regulations, including M.G.L. c. 66A, and shall implement adequate systems and procedures for maintaining the confidentiality of such information (but the Holders and the Grantor may release general statistical and other information about the Property, so long as the privacy rights and interests of the individual Residents are protected). The Holders and the Grantor shall not use any of the foregoing information in Paragraph A.(iii) for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause a Holder or Grantor to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

D. Additional Reports. Grantor shall prepare and submit to the Holders such additional reports as any Holder may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.

E. Records. The Grantor shall maintain as part of its records (i) copies of all leases of Restricted Units; (ii) all initial and annual income certifications by Residents of Restricted Units and (iii) such additional records as any Holder may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.

F. Additional Reporting Requirements. Additional reporting requirements are stipulated in the Loan Agreement.

14. No Demolition. The Grantor shall not demolish any part of the Improvements or substantially subtract from any real or personal property included within the Property except in



conjunction with renovation or rehabilitation of the Units or construction of a new project on the Property, in either case subject to the prior written consent of all Holders, which consent may be granted or withheld in a Holder's sole judgment.

15. Casualty. The Grantor represents, warrants and agrees that if the Property, or any part thereof, shall be damaged or destroyed, the Grantor (subject to the approval of the lender(s) providing financing) will use its best efforts to repair and restore the Units to substantially the same condition as existed prior to the event causing such damage or destruction, and the Grantor represents, warrants and agrees that the Units shall thereafter continue to operate in accordance with the terms of this Restriction.

16. Inspection. The Grantor hereby grants to each Holder and its duly authorized representatives the right to enter the Property (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Property to determine compliance with this Restriction or any other agreement between the Grantor and such Holder and (b) after thirty (30) days' prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

17. Enforcement. Upon violation by the Grantor of any of the provisions of this Restriction that remains uncured for more than thirty (30) days after notice thereof from any Holder (or for such longer period not to exceed thirty (30) days as shall be reasonably required under the circumstances to cure such violation, provided that the Grantor has commenced the cure of such violation within the initial thirty (30) day period and is thereafter diligently pursuing the cure to completion), any Holder, at its option (without liability to any party for failure to do so), may apply to any court, state or federal, for specific performance of this Restriction or an injunction against any violation of this Restriction, or for such other relief as may be appropriate, since the injury arising from the default under any of the terms of this Restriction would be irreparable and the amount of damage would be difficult to ascertain and may not be compensable by money alone. In each such default notice, the Holder giving such notice shall specify the violation in question and the actions such Holder believes are necessary and feasible to remedy such violation. No waiver by a Holder of any breach of this Restriction shall be deemed a waiver of such breach by any other Holder or a waiver of any other or subsequent breach. No act or omission by any Holder, other than a writing signed by it waiving a breach by the Grantor in accordance with the next Section hereof, shall constitute a waiver thereof. Any Holder shall be entitled to recover from the Grantor all of such Holder's reasonable costs of an action for enforcement of this Restriction, including reasonable attorneys' fees (including the time of any in-house counsel of a Holder charged at the same rate as comparable outside attorneys). By its acceptance of this Restriction, no Holder undertakes any liability or obligation relating to the condition of the Property. Without limiting any other rights or remedies available to a Holder, any transfer of all or any other portion of the Property in violation of the provisions hereof, in the absence of a certification from all Holders approving, or waiving any restrictions with respect to, the same, all as set forth above, shall, to the maximum extent permitted by law, be voidable by any Holder, by suit in equity to enforce the restrictions hereof.



18. Compliance Certification. Upon written request therefor, a Holder shall provide a statement in form acceptable for recording certifying that the Grantor is in full compliance with the provisions hereof as relate to that Holder, provided such Holder believes that the Grantor is so in compliance. Upon receipt of a written request therefor, if a Holder shall believe that the Grantor is not so in compliance, such Holder shall provide such a recordable certification specifying in detail the section or sections hereof with which such Holder believes the Grantor not to be in compliance. Any third party dealing with the Grantor may rely for all purposes on the truth and completeness of such a certification of a Holder.

19. Senior Lender Foreclosure.

- A.** Notwithstanding anything herein to the contrary, but subject to the provisions of this Section, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional or governmental lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, and provided that the holder of such mortgage has given the Holders not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure to attempt to structure a workout or other arrangement to avoid such foreclosure, conveyance in lieu of foreclosure, or similar remedial action and the Secretary of EOHHS has failed within such sixty (60) days to locate a purchaser for the Property who is capable of operating the Property for the Permitted Uses subject to the provisions of this Restriction and who is reasonably acceptable to such mortgage holder, then except as provided below, the rights and restrictions herein contained shall not apply to such mortgage holder upon such acquisition of the Property or to any purchaser of the Property from such mortgage holder, and such Property shall, subject to Paragraph B. below, thereafter be free from all such rights and restrictions. The recording in the Registry of Deeds of a sworn affidavit by the foreclosing mortgagee certifying as to the failure of the Secretary of EOHHS to meet the foregoing deadline may be relied upon by any third party, provided that the foreclosure deed is recorded not more than six (6) months after the receipt by the Secretary of EOHHS of the foreclosure notice. Notwithstanding the foregoing, the rights and restrictions contained herein shall terminate only to the extent it is financially infeasible to maintain the level of affordability required by this Restriction or some lesser level of affordability (i.e., fewer Restricted Units or Restricted Units affordable to Families with higher Household Incomes than those required by this Restriction). "Financially infeasible" shall mean (i) with respect to the operation of the Property, that the rent and other income from the Property is, or is reasonably projected to be, less than the reasonable expenses required (or reasonably projected to be required) to maintain and operate the Property and (ii) with respect to a sale of the Property, that the restrictions would prevent (or be reasonably projected to prevent) the senior mortgage holder from recovering all amounts due and owing with respect to its financing of the Property, including without limitation, principal, interest, charges, costs, expenses, late fees and prepayment premiums. Financial infeasibility shall be determined by the senior mortgage holder in its sole discretion after consultation with the Holders.



The senior mortgage holder shall notify the Holders of the extent to which the rights and restrictions contained herein shall be terminated and the Grantor agrees to execute any documents required to modify this Restriction to conform to the senior mortgage holder's determination. The Grantor hereby irrevocably appoints any senior mortgage holder and each of the Holders, its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such documents on behalf of the Grantor should the Grantor fail or refuse to do so.

- B.** The rights and restrictions contained herein shall not lapse if the Property is acquired through foreclosure or deed in lieu of foreclosure by (i) the Grantor, (ii) any person with a direct or indirect financial interest in the Grantor, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if the Property is subsequently acquired by a Related Party during the period in which this Restriction would have remained in effect but for the provisions of this Section, this Restriction shall be revived and shall apply to the Property as though it had never lapsed.
- C.** In the event such mortgage holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Holders in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Holders pursuant to this Section in connection with such proceeding, provided that in the event that such excess shall be so paid to the Holders by such mortgage holder, the Holders shall thereafter indemnify such mortgage holder against loss or damage to such mortgage holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such mortgage holder to the Holders in accordance herewith, provided that such mortgage holder shall give the prompt notice of any such claim and shall not object to intervention by the Holders in any proceeding relating thereto. The Holders shall share any such excess pro rata in proportion to the respective amounts of principal and interest (if any) then outstanding on their portions of the Loan and the liability of a Holder under the foregoing indemnity shall be limited to the amount of such excess received by it. To the extent the Grantor possesses any interest in any amount which would otherwise be payable to the Holders under this Paragraph, to the full extent permissible by law, the Grantor hereby assigns its interest in such amount to said mortgage holder for payment to the Holders.
- D.** This Restriction is senior to the MHP first mortgage loan, as the same may be amended, modified or restated. MHP may terminate, modify or subordinate this Restriction in accordance with and subject to the requirements set forth in Paragraphs A. through C. above. The Grantor agrees to execute any documents required so to terminate, modify



or subordinate this Restriction. The Grantor understands and agrees that, in the event of foreclosure of the MHP first mortgage loan and the exercise by MHP of the Power of Sale therein, the Property will be sold subject to the restrictions imposed hereby, unless MHP exercises its rights to terminate, modify or subordinate this Restriction prior to such sale. The Grantor hereby irrevocably appoints MHP, or any agent designated by MHP, its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such documents on behalf of the Grantor should the Grantor fail or refuse to do so.

20. Notices. Any notice, request or other communication which any party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized national overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed, in the case of the Grantor, to the Grantor's address set forth above and, in the case of one or more Holders, to the address(es) of such Holder(s) as set forth above. Any party may change its notice address by furnishing in writing to all other parties hereto a notice of such new notice address. A notice sent by certified or registered mail shall be deemed given three days after mailing; a notice sent by overnight courier shall be deemed given one day after deposit with such courier; and a notice delivered by hand shall be deemed given upon receipt. The Holders shall use reasonable efforts to send courtesy copies of all notices sent to the Grantor to the Grantor's investor at the address set forth below, provided that any failure to send such a courtesy copy shall not affect the validity of any notice: U.S.A. Institutional Tax Credit Fund XCIX L.P., c/o The Richman Group Affordable Housing Corp., 340 Pemberwick Road, Greenwich, Connecticut 06831, Attn: Joanne D. Flanagan, Esq..

21. Successors and Assigns; No Third-Party Beneficiaries. This Restriction shall be binding upon the Grantor and its successors and assigns, and shall burden the Property as specified herein. This Restriction shall also be binding upon the Holders, and shall inure to the benefit of their successors and assigns, provided that a Holder shall not voluntarily assign its rights hereunder unless (a) such Holder believes in good faith that it is no longer reasonably capable of performing its duties hereunder, and (b) such assignment shall be to a governmental body or an entity of a similar character and purposes to such Holder which is reasonably capable of performing such duties hereunder (except that DHCD's rights with respect to the Purchase Option and First Refusal Right are assignable, as set forth herein). Notwithstanding the delegation of authority by DHCD to CEDAC for CEDAC to act as a Holder hereunder, DHCD shall also be a Holder hereunder and may act at any time in its own name to pursue any rights and remedies of a Holder hereunder; provided that as to the Grantor or any third party, any recorded instrument granting any approval or consent or otherwise affecting the Property, which instrument is duly executed by either CEDAC or DHCD, shall be binding on the other for all purposes. Notwithstanding the delegation of authority by DHCD to the Administrator for the Administrator to act as a Holder hereunder, DHCD shall also be a Holder hereunder and may act at any time in its own name to pursue any rights and remedies of a Holder hereunder; provided that as to the Grantor or any third party, any recorded instrument granting any approval or consent or otherwise affecting the Property, which instrument is duly executed by either the Administrator or DHCD, shall be binding on the other for all purposes. Notwithstanding the



delegation of authority by DHCD to MHP for MHP to act as a Holder hereunder, DHCD shall also be a Holder hereunder and may act at any time in its own name to pursue any rights and remedies of a Holder hereunder; provided that as to the Grantor or any third party, any recorded instrument granting any approval or consent or otherwise affecting the Property, which instrument is duly executed by either MHP or DHCD, shall be binding on the other for all purposes.

22. Severability; Construction. All rights, powers and remedies provided herein may be exercised only to the extent that exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Restriction invalid, unenforceable or not entitled to be recorded, registered or filed under applicable law. If any provision or part hereof shall be affected by such holding, the validity of other provisions of this Restriction and of the balance of any provision held to be invalid, illegal or unenforceable, in part only, shall in no way be affected thereby, and this Restriction shall be construed as if such invalid, illegal, or unenforceable provision or part hereof had not been contained herein. In the event of any actual or potential inconsistency between the terms of this Restriction and any of the Statutes and/or the Regulations, such terms shall be interpreted, to the extent reasonably possible, so as to reconcile any such inconsistencies. If such provisions cannot reasonably be reconciled, the provisions of the Statutes, the Regulations and this Restriction, in the foregoing order of priority, shall control.

23. Governing Law. This Restriction shall be governed by the laws of The Commonwealth of Massachusetts. Inasmuch as the restrictions contained herein have been imposed upon the Property in part to satisfy requirements of various governmental bodies referred to herein, including, without limitation, DHCD, the restrictions contained herein are intended to be construed as a restriction held by a governmental body with the benefit of Section 26 of Chapter 184 of the Massachusetts General Laws as existing as of the date hereof, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law, but rather shall run for the full term thereof.

24. Recording. The Grantor, at its cost and expense, shall cause this Restriction and any amendment hereto to be duly recorded with the Registry of Deeds (and if necessary or appropriate, re-recorded), shall pay or cause to be paid all recording, filing, or other taxes, fees and charges and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Holders and their successors and assigns to enforce this Restriction.

25. Further Assurances. Each Holder is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Restriction; and the Grantor on behalf of itself and its successors and assigns appoints each Holder its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees to execute any such instruments upon request. The benefits of this Restriction shall be in gross and shall be assignable by any Holder. The Grantor and the Holders intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless

of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

26. Counterparts. This Restriction may be executed in several counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one instrument. In making proof of this Restriction, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Restriction is sought.

27. Incorporation of Exhibits and Riders. Any and all exhibits and riders attached hereto or otherwise referenced herein are hereby incorporated by reference, the same as if each were fully set forth herein.

28. Amendment; Waiver. This Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of all Holders.

29. Ground Lessor and Fee Owner Assent. The Grantor is the tenant under a Sub-Ground Lease of the Property from BHA Holding Company LLC (the "Sub-Ground Lessor") as landlord, dated as of July 2, 2014, notice of which is filed with Norfolk Registry District of the Land Court herewith. The Sub-Ground Lessor is the tenant under a certain Ground Lease from the Brookline Housing Authority, as landlord and fee owner ("BHA"), dated as of April 16, 2013, as amended and restated in its entirety on July 2, 2014, which is filed with Norfolk Registry District of the Land Court herewith (the "BHA Ground Lease"). The Sub-Ground Lessor and BHA each hereby joins in the grant of this Restriction and agrees, for itself and its successors and assigns, to be bound by all of the terms and conditions hereof for the term of this Restriction, whether or not said Ground Lease or BHA Ground Lease is terminated for any reason, to the same extent as if the Ground Lessor and BHA, as the case may be, were the named Grantor hereunder.

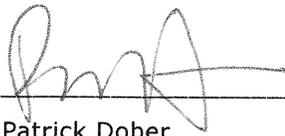
No documentary stamps are required as this Restriction is not being purchased by the Holders.



Executed under seal as of the date set forth above.

86 DUMMER LLC, a Massachusetts limited liability company

By: 86 DUMMER MANAGER LLC, its Manager

By:  _____

Patrick Dober

Its: Manager

The undersigned Sub-Ground Lessor hereby joins in the grant of the foregoing Restriction.

BHA HOLDING COMPANY, LLC

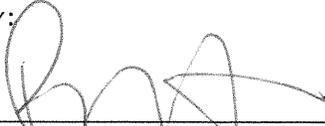
BY:  _____

Name: Patrick Dober

Title: Manager

The undersigned Ground Lessor and Fee Owner hereby joins in the grant of the foregoing Restriction.

BROOKLINE HOUSING AUTHORITY

By:  _____

Name: Patrick Dober

Title: Executive Director

- EXHIBIT A Property Description
- EXHIBIT B Projected Initial Rent Schedule
- EXHIBIT C Initial Affordability Matrix
- EXHIBIT C-1 Post-HAP Affordability Matrix
- EXHIBIT D Additional Definitions



COMMONWEALTH OF MASSACHUSETTS

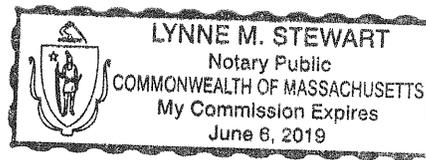
SUFFOLK County, ss.

On this 25th day of June, 2014, before me, the undersigned notary public, personally appeared Patrick Dober, the Manager of 86 Dummer Manager LLC, the Manager of 86 Dummer LLC, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

Lynne M. Stewart

Notary Public

My commission expires:



COMMONWEALTH OF MASSACHUSETTS

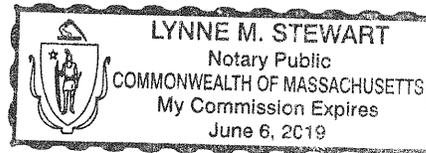
SUFFOLK County, ss.

On this 25th day of June, 2014, before me, the undersigned notary public, personally appeared Patrick Dober, the Manager of BHA Holding Company, LLC, proved to me through satisfactory evidence of identification, which was (~~a current driver's license~~) (~~a current U.S. passport~~) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

Lynne M. Stewart

Notary Public

My commission expires:



COMMONWEALTH OF MASSACHUSETTS

SUFFOLK County, ss.

On this 25th day of June, 2014, before me, the undersigned notary public, personally appeared Patrick Dober, the Executive Director of Brookline Housing Authority, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

Lynne M. Stewart

Notary Public

My commission expires:

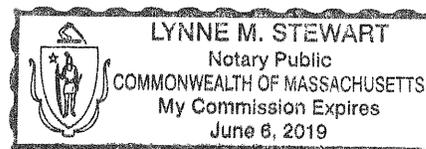


EXHIBIT A : PROPERTY DESCRIPTION

LEGAL DESCRIPTION

A certain lease area shown on the plan (the "Premises Plan") attached to the Notice of Sub-Ground Lease between BHA Holding Company LLC ("BHA Holding") and 86 Dummer LLC recorded with the Norfolk Registry District of the Land Court (the "Registry") herewith (the "Notice of Sub-Ground Lease") containing 42,023 square feet of land (the "Sub-Leasehold Parcel") to be known as 86 Dummer Street, Brookline Massachusetts, being a portion of the parcel known and numbered as 337, 341 and 347 St. Paul Street, 7, 15, 21, 27 and 33 Egmont Street and 144, 150 and 156 Amory Street, Brookline Massachusetts, described on Exhibit A-1 attached hereto (the "Fee Parcel").

The Sub-Leasehold Parcel shall also include the area labeled as Temporary Construction Area shown on the Premises Plan until the later of (i) completion of the Improvements, or (ii) completion of the Courtyard as further set forth in the Amended and Restated Ground Lease between Brookline Housing Authority, as Landlord and BHA Holding, as Tenant filed with the Registry herewith (the "Amended and Restated Ground Lease").

The Sub-Leasehold Parcel has the benefit of the Courtyard Easement more particularly set forth in Section 10 of the Amended and Restated Ground Lease, as granted therein to Tenant's subtenants as set forth in said Section 10 and labeled as Permanent Courtyard Area shown on a plan attached to the Notice of Sub-Ground Lease.



EXHIBIT A-1

FEE PARCEL LEGAL DESCRIPTION

A certain parcel of land situate in Brookline in the County of Norfolk and said Commonwealth, bounded and described as follows:

NORTHERLY by the Southerly line of Dummer Street, four hundred sixty four (464) feet;

NORTHEASTERLY by the Southwesterly junction of said Dummer Street and Amory Street, thirty one and 35/100 (31.35) feet;

EASTERLY by the Westerly line of said Amory Street, two hundred five (205) feet;

SOUTHEASTERLY by the Northwesterly junction of said Amory Street and Egmont Street, thirty one and 48/100 (31.48) feet;

SOUTHERLY by the Northerly line of said Egmont Street, four hundred sixty four (464) feet;

SOUTHWESTERLY by the Northeasterly junction of said Egmont Street and St. Paul Street, thirty one and 35/100 (31.35) feet;

WESTERLY by the Easterly line of said St. Paul Street, two hundred five (205) feet; and

NORTHWESTERLY by the Southeasterly junction of said St. Paul Street and said Dummer Street, thirty one and 48/100 (31.48) feet.

Said parcel is shown as lots number 1 to 12, both inclusive on a plan drawn by Henry F. Bryant & Son Engineers, dated June 19, 1925 as modified and approved by the Land Court, filed in the Land Registration Office as No. 10907A a copy of a portion of which is filed in the Norfolk Registry District with Certificate No. 8691 Book 44.



EXHIBIT B : PROJECTED INITIAL RENT SCHEDULE

(Rents assume that the Grantor pays all utilities. An allowance for any utilities paid by tenants must be deducted from these rents. Utility allowances are available from the local housing authority.)

UNIT TYPE	INCOME LEVEL				
	EXTREMELY LOW INCOME	VERY LOW INCOME	LOW INCOME	MODERATE INCOME	HIGH MODERATE INCOME
SRO	\$371.00	\$617.00	\$741.00	\$889.00	\$1,359.00
STUDIOS	\$495.00	\$823.00	\$988.00	\$1,186.00	\$1,812.00
1-BR	\$530.00	\$882.00	\$1,059.00	\$1,270.00	\$1,941.00
2-BR	\$636.00	\$1,058.00	\$1,270.00	\$1,525.00	\$2,329.00
3-BR	\$735.00	\$1,223.00	\$1,468.00	\$1,761.00	\$2,692.00
4-BR	\$820.00	\$1,365.00	\$1,638.00	\$1,965.00	\$3,003.00



EXHIBIT C: INITIAL AFFORDABILITY MATRIX

NOTE: In order to satisfy the affordability requirements of the MHP first mortgage loan, at least eight (8) of the total Units shall be Extremely Low Income Units, in accordance with the requirements set forth below for the MHP Home Funders Units.

NUMBER/SIZE OF UNITS REQUIRED BY	INCOME CATEGORY				
	HIGH MODERATE INCOME (110% AMI)	MODERATE INCOME (80% AMI)	LOW INCOME (60% AMI)	VERY LOW INCOME (50% AMI)	EXTREMELY LOW INCOME (30% AMI)
HSF	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 4 1-BR ___ 20 2-BR ___ 4 3-BR ___ 4-BR	___ SRO ___ Studio ___ 2 1-BR ___ 6 2-BR ___ 4 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 2 1-BR ___ 2 2-BR ___ 3-BR ___ 4-BR
AHT	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 2 1-BR ___ 6 2-BR ___ 4 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 2 1-BR ___ 8 2-BR ___ 3-BR ___ 4-BR
CBH	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1 1-BR ___ 1 2-BR ___ 3-BR ___ 4-BR
MHP HOME FUNDERS	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 8 2-BR ___ 3-BR ___ 4-BR
BROOKLINE HOME	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 2 1-BR ___ 6 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR
LOCAL AHT	___ SRO ___ Studio ___ 1-BR	___ SRO ___ Studio ___ 1-BR	___ SRO ___ Studio ___ 6 1-BR	___ SRO ___ Studio ___ 1-BR	___ SRO ___ Studio ___ 1-BR



AFFORDABLE HOUSING RESTRICTION

	2-BR 3-BR 4-BR	2-BR 3-BR 4-BR	22 2-BR 4 3-BR 4-BR	2-BR 3-BR 4-BR	2-BR 3-BR 4-BR
COMPOSITE	SRO STUDIO 1-BR 2-BR 3-BR 4-BR	SRO STUDIO 1-BR 2-BR 3-BR 4-BR	SRO STUDIO 2 1-BR 6 2-BR 4 3-BR 4-BR	SRO STUDIO 2 1-BR 8 2-BR 3-BR 4-BR	SRO STUDIO 2 1-BR 8 2-BR 3-BR 4-BR

EXHIBIT C-1: POST-HAP AFFORDABILITY MATRIX

NOTE: In order to satisfy the affordability requirements of the MHP first mortgage loan, at least eight (8) of the total Units shall be Extremely Low Income Units, in accordance with the requirements set forth below for the MHP Home Funders Units.

NUMBER/SIZE OF UNITS REQUIRED BY	INCOME CATEGORY					EXTREMELY LOW INCOME (30% AMI)
	HIGH MODERATE INCOME (110% AMI)	MODERATE INCOME (80% AMI)	LOW INCOME (60% AMI)	VERY LOW INCOME (50% AMI)		
HSF	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 4 1-BR ___ 20 2-BR ___ 4 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 2 1-BR ___ 6 2-BR ___ 4 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 2 1-BR ___ 2 2-BR ___ 3-BR ___ 4-BR
AHT	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 2 1-BR ___ 6 2-BR ___ 4 3-BR ___ 4-BR	___ SRO ___ Studio ___ 2 1-BR ___ 8 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 2 1-BR ___ 8 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 2 1-BR ___ 8 2-BR ___ 3-BR ___ 4-BR
CBH	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1 1-BR ___ 1 2-BR ___ 3-BR ___ 4-BR
MHP HOME FUNDERS	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 8 2-BR ___ 3-BR ___ 4-BR
BROOKLINE HOME	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 2 1-BR ___ 6 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 2 1-BR ___ 6 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR
LOCAL AHT	___ SRO ___ Studio	___ SRO ___ Studio	___ SRO ___ Studio	___ SRO ___ Studio	___ SRO ___ Studio	___ SRO ___ Studio



AFFORDABLE HOUSING RESTRICTION

	1-BR ___ 2-BR ___ 3-BR ___ 4-BR ___	1-BR ___ 2-BR ___ 3-BR ___ 4-BR ___	6 1-BR 22 2-BR 4 3-BR ___ 4-BR	1-BR ___ 2-BR ___ 3-BR ___ 4-BR ___	1-BR ___ 2-BR ___ 3-BR ___ 4-BR ___	1-BR ___ 2-BR ___ 3-BR ___ 4-BR ___
COMPOSITE	___ SRO ___ STUDIO ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ STUDIO ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ STUDIO ___ 2 1-BR ___ 6 2-BR ___ 4 3-BR ___ 4-BR	___ SRO ___ STUDIO ___ 2 1-BR ___ 8 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ STUDIO ___ 2 1-BR ___ 8 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ STUDIO ___ 2 1-BR ___ 8 2-BR ___ 3-BR ___ 4-BR

EXHIBIT D: ADDITIONAL DEFINITIONS

Following are additional definitions used in this Affordable Housing Restriction:

"AHT Guidelines" shall mean the guidelines issued by DHCD regarding the AHT Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"AHT Program" shall mean the Affordable Housing Trust Fund loan program established under the AHT Statute under which AHT makes loans available to sponsors of affordable housing for Low Income and Extremely Low Income Families.

"AHT Statute" shall mean the Massachusetts Affordable Trust Fund Statute, M.G.L. c.121D.

"Area" shall mean Boston-Cambridge-Quincy, MA-NH HMFA.

"Bedroom Adjusted AMI" applicable to a Unit shall mean the median income for the Area, with adjustments for the number of bedrooms in such Unit, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended. For purposes of adjustments for the number of bedrooms in a Unit, a Unit that does not have a separate bedroom is assumed to be occupied by one individual and a Unit with one or more separate bedrooms is deemed assumed to be occupied by 1.5 individuals for each bedroom (with the total number of individuals rounded up).

"CBH Community-Based Housing" shall mean housing reserved for PCEs that is: (a) integrated housing (a non-institutional Residential Housing Development (as defined in the CBH Regulations), or housing units therein, either on a single site or multiple sites, in which no more than one-third of the housing units are reserved for PCEs and which complies with any additional requirements specified in the CBH Guidelines as approved by DHCD); or (b) any other non-institutional Residential Housing Development, or one or more housing units therein, that is reserved for PCEs, as approved by DHCD.

"CBH Guidelines" shall mean the guidelines issued by DHCD regarding the CBH Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CBH Regulations" shall mean the regulations relating to the CBH Program promulgated by DHCD at 760 Code of Massachusetts Regulations, Section 60.00 et. seq., as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CBH Program" shall mean the Community-Based Housing Fund Program, established for the purpose of facilitating the creation of community-based housing, under which DHCD contracts to make funds available through CEDAC and other financial intermediaries, for such financial intermediaries to loan to sponsors of community-based housing for PCEs, subject to and in accordance with the provisions of the CBH Statute.

"CBH Statute" shall mean Chapter 119 of the Acts of 2008 (budget line item 7004-0030), as modified by Section 11 of Chapter 119 of the Acts of 2008, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"EOHHS" shall mean the Executive Office of Health and Human Services of the Commonwealth of Massachusetts (or any successor thereto or designee thereof).



"Extremely Low Income Family" shall mean a Family whose Household Income is less than or equal to thirty percent (30%) of the Family-size Adjusted AMI.

"Fair Market Rent" shall mean the fair market rent in the Area for a comparably-sized dwelling as established by HUD under regulations promulgated at 24 C.F.R. §888.11 (or successor regulations), minus a monthly allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family.

"Family" shall have the meaning set forth in 24 C.F.R. §5.403 (or any successor regulation). Notwithstanding the foregoing, a household comprised of a full-time student or students shall not qualify as a Family except as permitted under the federal low-income housing tax credit program pursuant to Section 42(i)(3)(D) of the Internal Revenue Code of 1986, as amended.

"Family-size Adjusted AMI" shall mean the median income for the Area, adjusted for family size, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended.

"Grantor" shall mean the Grantor named on the first page hereof or any successor or assign thereof permitted under Section 8 of this Restriction, including any party holding ownership interests in or with respect to the Property.

"Guidelines" shall mean the HSF Guidelines, the AHT Guidelines, the CBH Guidelines and the Local AHT Guidelines.

"High Moderate Income Family" shall mean a Family whose Household Income is less than or equal to one-hundred-ten percent (110%) of the Family-size Adjusted AMI.

"Holder" shall mean each of DHCD, MHP, AHT, CEDAC, the Town, and HSITF, or, as applicable, each successor or assign of the foregoing and "Holders" shall mean all of the foregoing parties, collectively.

"HOME Guidelines" shall mean the guidelines issued by DHCD regarding the HOME Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HOME Program" shall mean the federal HOME Investment Partnerships Program under which the Town makes loans available to sponsors of certain types of affordable housing.

"HOME Regulations" shall mean 24 C.F.R. Part 92.

"Household Income" shall mean a Family's adjusted annual income determined in the manner set forth in 24 C.F.R. §5.609 (or any successor regulations).

"HSF Guidelines" shall mean the guidelines issued by DHCD regarding the HSF Program, as the same may be amended, supplemented, replaced, or otherwise modified from time to time.

"HSF Program" shall mean Housing Stabilization Fund loan program, established for the purpose of facilitating the creation and preservation of affordable housing, under which DHCD contracts to make funds available through MHP and other financial intermediaries, for such financial intermediaries to loan to sponsors of affordable housing for Low Income and Extremely Low Income Families, subject to and in accordance with the provisions of the HSF Statute.



"HSF Regulations" shall mean the regulations relating to the HSF Program promulgated by DHCD at 760 Code of Massachusetts Regulations, Section 24.00 et. seq., as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HSF Statute" shall mean the Massachusetts Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F, as affected by and by Chapter 119 of the Acts of 2008 (budget line item 7004-0032), as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HUD" shall mean the United States Department of Housing and Urban Development.

"Improvements" shall mean the building or buildings on the Property presently containing, or after completion of the planned construction to contain, the number of Units indicated on the first page hereof, and all other authorized buildings, structures and improvements located on the Property from time to time, all equipment and fixtures therein, and any authorized repair, improvement, reconstruction, restoration, renovation, or replacement of a capital nature thereto or otherwise on the Property.

"Loan" shall mean collectively, the loans for the Project being provided to the Grantor under the Programs, including the MHP first mortgage loan.

"Local AHT Guidelines" shall mean the guidelines issued by the Town regarding the Local AHT Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"Local AHT Program" shall mean the Affordable Housing Trust Fund loan program established by the Town of Brookline under the Local AHT Statute under which the Town makes loans available to sponsors of certain types of affordable housing.

"Local AHT Statute" shall mean Section 3.13.3 of the General By-Law of the Town of Brookline, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"Local AHT Regulations" shall mean the regulations relating to the Local AHT Program promulgated by the Town, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"Low Income Family" shall mean a Family whose Household Income is less than or equal to sixty percent (60%) of the Family-size Adjusted AMI.

"MHP Home Funders Program" shall mean the MHP second mortgage loan program under which MHP makes loans utilizing funds from the Home Funders Collaborative LLC to sponsors of certain types of affordable housing.

"Moderate Income Family" shall mean a Family whose Household Income is less than or equal to eighty percent (80%) of the Family-size Adjusted AMI.

"Over-income Rent" shall mean, for a particular over-income Family, a monthly rent equal to the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of the Family's Household Income as recertified annually or (z) the comparable



market rent for the Family's Unit, but in no event lower than the rent such Family was paying prior to becoming an over-income Family.

"PCE" or "Person Certified Eligible" shall mean a Moderate Income Family with disabilities who is institutionalized or at risk of being institutionalized, but who is not eligible for housing developed pursuant to the so-called FCF program, authorized by Chapter 290 of the Acts of 2004, Section 2E (budget line item 4000-8200) as modified and continued by Chapter 119 of the Acts of 2008, Section 2 (budget line item 7004-0029) as amended from time to time, and who has been certified as an eligible PCE by EOHHS (or its designee) in accordance with the procedure described in the CBH Guidelines.

"Permitted Encumbrances" shall mean those encumbrances on the Property identified in the mortgage granted to the Holders of even or near date herewith.

"Permitted Uses" shall mean use of the Improvements for the number of rental Units indicated on the first page hereof, including the number of Restricted Units indicated on the first page hereof of which at least 2 Units (containing a total of not less than three bedrooms) shall be reserved for PCEs and shall qualify as CBH Community-Based Housing consistent with the CBH Statute, CBH Regulations and CBH Guidelines. Such Permitted Uses shall include activities and/or services of a nature to benefit the Residents of the Restricted Units and/or to benefit use of the Improvements as CBH Community-Based Housing.

"Programs" shall mean the HSF Program, the AHT Program, the CBH Program, the MHP Home Funders Program, the HOME Program and the Local AHT Program.

"Property" shall mean that certain parcel or parcels of land located at the Property Address indicated on the first page hereof and more particularly described in Exhibit A attached hereto, together with all Improvements thereon.

"Registry of Deeds" shall mean the Norfolk Registry District of the Land Court.

"Regulations" shall mean the HSF Regulations, the CBH Regulations and the HOME Regulations.

"Residents" shall mean the lawful occupants of the Units.

"Restricted Unit" shall mean a Unit required by the terms hereof to be rented to a Low Income Family, a Very Low Income Family or an Extremely Low Income Family or a Unit required by the terms hereof to be reserved as CBH Community-Based Housing.

"Sponsor" shall mean Brookline Housing Authority.

"SRO Unit" shall mean a single-room (zero bedroom) Unit intended for occupancy by a single eligible Resident and that may contain partial food preparation and/or sanitary facilities.

"Statutes" shall mean the HSF Statute, the AHT Statute, the CBH Statute and the Local AHT Statute.

"Studio Unit" shall mean a single-room (zero bedroom) Unit that contains a complete kitchen and bathroom.

"Unit" shall mean any residential unit located on the Property.



"Very Low Income Family" shall mean a Family whose Household Income is less than or equal to fifty percent (50%) of the Family-size Adjusted AMI.



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Department of Planning and Development
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Barney S. Heath
Director

MEMORANDUM

DATE: October 23, 2020

TO: Councilor Deborah Crossley, Chair, Zoning & Planning Committee
Members of the Zoning & Planning Committee

FROM: Barney Heath, Director, Department of Planning and Development
Jennifer Caira, Deputy Director, Department of Planning and Development
Nevena Pilipovic-Wengler, Community Engagement Manager
Zachery LeMel, Chief of Long Range Planning
Cat Kemmett, Planning Associate

RE: **#88-20 Discussion and review relative to the draft Zoning Ordinance**
DIRECTOR OF PLANNING requesting review, discussion, and direction relative to the draft Zoning Ordinance.
Other docket items to be taken up within the context of Zoning Redesign include #30-20, #38-20, and #148-20

MEETING: October 26, 2020

CC: City Council
Planning Board
John Lojek, Commissioner of Inspectional Services
Neill Cronin, Chief of Current Planning
Alissa O. Giuliani, City Solicitor
Jonathan Yeo, Chief Operating Officer

The upcoming ZAP meeting on October 26 will include presentations and a discussion with building professionals who will be providing feedback on the garage ordinance. Staff will also provide an update on the Garage Ordinance and present the proposed draft engagement strategy for Zoning Redesign moving forward (discussion of the engagement strategy is included in a separate memo).

At the October 1, 2020 ZAP meeting, the Committee voted to defer the effective date of the Garage Ordinance in the current code to April 1, 2021 and to take up the Garage Ordinance as a standalone item. City staff is now in the process of drafting a revised proposal for adoption prior to the April deferral date. The intent of this memo is to provide an update on staff's continuing analysis of the revised Garage Ordinance draft. This memo will also explain the thinking behind the Planning Department's plans to prioritize the most impactful elements of garage design standards in order to create a standalone ordinance separate from the rest of the zoning redesign effort which works within

the current zoning ordinance, and give a sense for what topics might be addressed later on in the wider zoning redesign process.

Garage Ordinance

Goals

Previous Committee meetings have affirmed several core goals and desired outcomes for the Garage Ordinance. These goals include:

- Limiting the visual impact and dominance of garages in the public realm
- Promote walkability and public safety
- Align with climate and sustainability goals

Building from these areas of consensus, the proposed Garage Ordinance seeks to further these goals and address the shortcomings of the 2016 version of the Garage Ordinance, which many deemed to be too restrictive, insufficiently flexible, and to have exemptions that were too broad. At the October 1 ZAP meeting, the majority of the Committee expressed support for the mechanisms and approach that the Garage Ordinance takes to achieve those goals, and voted to pursue this ordinance separately in part due to an understanding by many that it is close to being complete. As there is not yet a general agreement on a number of the specific measures proposed in the draft, the Planning Department is working now to fine-tune the draft to resolve outstanding issues while also identifying any challenges to incorporating the garage standards into the current ordinance. The analysis done by the building professionals will also be critical in refining the proposed draft.

Priorities for Revision

The draft zoning language in the Garage Design Standards (Sec. 3.4.2) that was presented to ZAP was created as part of the ongoing Zoning Redesign process, and is not formatted for the current zoning ordinance. In many ways the language in Sec. 3.4.2 is intended to complement the broader goals of the proposed zoning draft, including a focus on improving pedestrian safety, reducing impervious surface and lot coverage, and establishing standards to promote a people-centric streetscape. It also draws on definitions and standards established elsewhere in the proposed zoning draft that do not exist in the current zoning ordinance.

To address these instances where there is a mismatch in the proposed Garage Ordinance and the current zoning, taking up the Garage Ordinance as a standalone item requires significant revision to ensure compatibility with the current ordinance and compliance with existing City codes and regulations. The Zoning Redesign team has been meeting regularly with staff in ISD, Current Planning, and other City departments to guide this thinking and to ensure that no conflicts arise.

Because the Garage Ordinance will be treated separately from the rest of the proposed zoning draft, the Planning Department proposes prioritizing aspects of the ordinance that are likely to have the biggest impact on development in the city. Perhaps most significantly, the Planning Department proposes moving the Garage Ordinance draft forward without a section addressing the topic of Driveway Access (3.7.1.E). Driveway access plays an important role in relation to garages because the two function together within a property and where that property meets the public realm. Driveways have a significant impact on the look and feel of a property as it relates to the neighborhood. However, the Committee has not yet reached a clear consensus on standards relating to curb cuts, appropriate

setbacks for driveways, driveway widths, and several other important ways in which the proposed zoning regulates driveways.

The Planning Department recognizes how important it is for the Committee to have sufficient time to discuss all aspects of Driveway Access and other topics in the proposed zoning draft that operate in close connection to the Garage Ordinance. The Department is confident that the Garage Ordinance can make a substantial positive impact on development on its own, even without some of the mitigating factors addressed elsewhere in the proposed zoning.

Garage Placement

One of the most important roles of the Garage Ordinance is to regulate the placement of garages, but allow for controlled flexibility. At previous ZAP meetings, staff has outlined the key mechanisms proposed to accomplish this which include: setback requirements to establish rules for where the garage can sit on the lot, adding needed flexibility by allowing for Side-Facing garages in front of the building Front Elevation and mitigating impact by adding rules for orientation & fenestration, and establishing clear standards for Front-Facing garages including a maximum width in relation to the width of the house and a requirement to be set back from the facade of the house.

These mechanisms will remain largely the same in function, but further refinement and clarity is needed. Below are some of the remaining questions that staff are considering and will continue to solicit feedback on:

- How the placement of garages on curved lots will be regulated.
- Determining the most appropriate number for setback requirements. Requiring an 8 foot setback for front facing garages might prove too restrictive in some instances. To address this, single and two car garages might be treated differently in terms of the required setback. The setback could also vary based upon the height of the garage.
- Finalizing new definitions where necessary, including Primary Front Lot Line, Front Elevation, Garage Wall, and Front and Side Facing Garage (see Attachment A for initial draft of new definitions)
- In the current draft, a Garage Wall may be in alignment with the Front Elevation if there is a Porch at the main entrance. However, this feature is unlikely to be attractive to many without the allowance for the front porch to project into the front setback, which is unique to the proposed draft zoning, and may introduce complications with the current working definition of a porch.
- Clarify whether houses on corner lots should be subject to standards for both streets rather than being exempt on one street as they are now.
- Creating standards to account for garages built below grade.

Garage Size and Aesthetic

Establishing appropriate standards for the size, scale, and mitigating aesthetic elements of garages are also critical for a successful Garage Ordinance. At previous ZAP meetings, staff has presented on how the current proposal addresses these concerns, which include: requiring garages that face the street to have individual doors with a maximum width, setting a maximum width for front facing garages, and requiring fenestration on the street facing façade of a side facing garage.

Below are some of the remaining questions that staff are considering and will continue to solicit feedback on:

- If the length of an attached garage facing the Primary Front Lot Line may be up to 50% of the width of the Front Elevation, how will the front elevation be measured? Further clarity is needed on how jogs/setbacks will be measured.
- Establishing a maximum size for a garage for 2-family homes. Should each unit in a two family home be allowed the same maximum garage size as a single unit?
- Clarifying how living space above garages will be factored into certain measurements.
- By setting the maximum front-facing garage width based on the house elevation width, we might incentivize unnecessarily wide houses.
- Determining the maximum width for each door on garages with separate doors, and when or whether it might be appropriate to have just one garage door.
- Clarify & come to consensus on exemptions, what is allowed by right, and what is allowed by Special Permit.

Attachments

Attachment A Initial draft of new definitions in the Garage Ordinance

Garage Design Standards

A. Applicability.

Garage Design Standards apply in all Residence Districts

B. Definitions

1. **Garage.** An attached or detached structure, or portion of a structure, that is able to be accessed by motor vehicle and is used or intended to be used primarily for the storage or parking of one or more motor vehicles. A detached garage is an Accessory Building (See Sec. 3.4.3).
2. **Front Facing Garage.** A garage, where the primary door or doors through which automobiles enter the garage faces the Primary Front Lot Line. On corner lots, a Front Facing Garage faces the Primary Front Lot Line.
3. **Side Facing Garage.** A garage, where the primary door or doors through which automobiles enter the garage faces the Primary Front Lot Line at an angle between 45 and 90 degrees.
4. **Garage Wall.** Any wall enclosing a garage including that wall containing the garage entrance.
5. **Porch.** An unenclosed platform connected to a principal building that provides outdoor amenity space forward of the front elevation.
 - i. The Porch must be a minimum of 48 square feet in area, with no dimension less than 6 feet;
 - ii. The Porch must have a solid roof; and
 - iii. The underside of the roof of the Porch, at its lowest point, may be no more than 12 feet above the floor of the Porch.
6. **Front Elevation.** The exterior wall of a building oriented in whole or in part toward the primary front lot line.
7. **Front Lot Line.** Any lot line abutting a street or right of way is a front lot line.
8. **Primary Front Lot Line.** Where there are multiple front lot lines, one is designated a primary front lot line.
 - a. At time of application for a building permit or other municipal approval for which the location of the front lot line must be established, the property owner of such a lot may designate a Primary Front Lot Line. The other secondary front lot line continues to be a front lot line.
9. **Fenestration.** The openings in a front elevation of a building, including windows and doors, but excluding entrances for parking, loading, and service facilities. Fenestration is measured from the exterior edge of any window or door trim.



Ruthanne Fuller
Mayor

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Barney S. Heath
Director

MEMORANDUM

DATE: October 23, 2020

TO: Councilor Deborah Crossley, Chair, Zoning & Planning Committee
Members of the Zoning & Planning Committee

FROM: Barney Heath, Director, Department of Planning and Development
Jennifer Caira, Deputy Director, Department of Planning and Development
Nevena Pilipović-Wengler, Community Engagement Manager
Zachery LeMel, Chief of Long Range Planning

RE: **#88-20 Discussion and review relative to the draft Zoning Ordinance**
DIRECTOR OF PLANNING requesting review, discussion, and direction relative to the draft Zoning Ordinance.
Other docket items to be taken up within the context of Zoning Redesign include #30-20, #38-20, and #148-20

MEETING: October 26, 2020

CC: City Council
Planning Board
John Lojek, Commissioner of Inspectional Services
Neill Cronin, Chief of Current Planning
Alissa O. Giuliani, City Solicitor
Jonathan Yeo, Chief Operating Officer

Community Engagement Proposal

The City of Newton's Department of Planning and Development will work in partnership with the ZAP Committee to undertake robust community engagement concerning Zoning Redesign. From 2017-2019, the department facilitated a series of public events to both educate the public as well as solicit their ideas and concerns on Zoning Redesign's main themes. While this engagement captured a multitude of voices and perspectives, it concluded over a year ago.

The Planning Department recognizes that some members of the public and organizations have dedicated extensive time to reviewing the proposed drafts, some have not had involvement since prior engagement efforts, and others are engaging with Zoning Redesign for the first time.

Given the varying levels of the public's familiarity with the proposal, the Planning Department intends to conduct a Listening Tour. This tour aims to establish a collective baseline understanding of Zoning

Redesign for the public-at-large, and to develop engagement efforts for 2021 that responds to stakeholders' different needs. The proposed timeline is:

- **November 2020:** Community Outreach for the Listening Tour
- **December 2020:** Listening Tour
- **January 2021:**
 - Synthesis of Learnings from the Listening Tour
 - Public Forum on Article 3 – Residence Districts
- **February – September 2021:** Comprehensive Engagement Strategies for Each Article

The following are descriptions of each phase:

November 2020: Community Outreach for the Listening Tour

The Community Engagement Planner will individually reach out to boards, commissions, community organizations and other stakeholders to raise their awareness of and invite them to the Listening Tour events. It is also an opportunity to solicit ideas for community engagement strategies. The Community Engagement Planner will begin to schedule introductions at stakeholders' meetings. Councilors are encouraged to recommend to staff community organizations to contact.

December 2020: Listening Tour

The Listening Tour has four purposes: (1) help the public get to know Zoning Redesign, (2) listen to residents' general concerns and hopes, (3) learn how residents resonate with the Zoning Redesign goals, and (4) solicit ideas for comprehensive engagement around each Article.

The Listening Tour aims to achieve these purposes through three channels:

1. **Two Public Roundtable Events via Zoom:** This virtual event will offer the opportunity for staff to present on Zoning Redesign and facilitate engaging conversations among Newton residents. The presentation will focus on the history of zoning and Zoning Redesign in Newton, why Newton needs Zoning Redesign, Zoning Redesign's goals, and what opportunities exist for community engagement around the Zoning and Planning Committee's article-by-article process. The breakout groups will facilitate prompts meant to gauge individuals' understanding of Zoning Redesign as well as the zoning topics and level of detail desired for future engagement events. The event will conclude with breakout groups sharing their main takeaways and questions. The proposed dates are:
 - a. Wednesday, December 2nd, 7-9pm EST
 - b. Thursday, December 3rd, 12-2pm EST
2. **Public Video of Presentation:** Staff will video record the same presentation that will be made at the Listening Tour roundtable events and make it available on the City of Newton's website. Stakeholders can view the video at their convenience. During her outreach in November, the Community Engagement Planner will encourage stakeholders to screen this video during December for their members who cannot attend the two Listening Tour events.
3. **Public Survey:** A survey will be created and dispersed to collect qualitative data on (a) what the staff can do to improve its education on and messaging of Zoning Redesign, (b) how residents

support the Zoning Redesign goals, and (c) the public's ideas and needs for community engagement tactics for each Article. Staff aim to disperse this survey at the two public events and to encourage stakeholders to further disperse the survey amongst their groups' membership and/or their neighbors.

January 2021: Synthesis of Learnings from the Listening Tour

Staff will synthesize the feedback and ideas gathered through stakeholder meetings, the two public events, and the survey. The results will be presented to the Zoning and Planning Committee and posted on the City website. The results will inform a more comprehensive engagement strategy for each Article, also to be presented to the Zoning and Planning Committee.

January 2021: Public Forum on Article 3 – Residence Districts

Building upon the Listening Tour and the feedback it provides, staff will begin the Article-specific community engagement with a public forum on Article 3 – Residence Districts, the Zoning and Planning Committee's current focus. Additional engagement will be determined based on what is learned during the Listening Tour.

February – September 2021: Comprehensive Engagement Strategies for Each Article

While the details of this strategy will be determined based on the public input collected during the Listening Tour, the following goals have been identified for this stage of community engagement:

1. Follow the Article-by-Article Calendar: Make sure that community input parallels the Zoning and Planning Committee's working calendar, so that the community input is relevant and informative for staff's and Councilors' decision-making.
2. Provide Public Education on Each Article: In a similar fashion to the Listening Tour, create accessible material on each Article that educates and invites the public into the conversation.
3. Goals Into Action: Enable opportunities for the public to share their opinions and input on which technical elements staff and the Zoning and Planning Committee should consider for each Article, in order to achieve the Zoning Redesign goals.
4. Goals Into Action Stewards: Recruit 'Stewards' for the community engagement of 2021 - volunteers to review public material staff create and to help disperse said material as well as additional engagement tools, including surveys or event notifications.

Soliciting Feedback

Feedback from the Councilors on any stage of this proposal would be much appreciated.