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Name: SETH II  
MassHousing No: 01-405-R  
FHA No.: 023-98065

### REGULATORY AGREEMENT

**Date:**

June <sup>4<sup>th</sup></sup> 2003

**Borrower's Name and Address:**

Tenants' Development II, Limited Partnership  
c/o Tenants Development Corporation  
400 Massachusetts Avenue  
Boston, MA 02115

**Name and Location of Development:**

SETH II Apartments located on several parcels of land on West Springfield Street, East Springfield Street, Greenwich Park, Braddock Park, West Concord Street, Massachusetts Avenue, West Newton Street, Columbus Avenue, Pembroke Street, Rutland Street, Wellington Street and Worcester Street in Boston, Massachusetts

**Initial Replacement Reserve Requirement:**

\$6,552 per month

**Borrower's Equity:**

\$12,755,674

This REGULATORY AGREEMENT (this "Agreement") between TENANTS' DEVELOPMENT II, LIMITED PARTNERSHIP, a Massachusetts limited partnership, ("Borrower") and MASSACHUSETTS HOUSING FINANCE AGENCY (the "Agency"), a body politic and corporate, organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts as amended (the "Act").

IN CONSIDERATION of the first mortgage loan ("Mortgage Loan"), secured by the Mortgage (hereinafter defined) which the Agency has agreed to advance to Borrower in connection with the residential housing development identified above (the "Development"), Borrower covenants and agrees that, in connection with ownership and operation of the Development, it will comply with the following:

#### **DEFINITIONS**

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning given such terms in the First Mortgage, Security Agreement, and Assignment of Leases and Rents, of even date herewith (the "Mortgage"), from Borrower, as mortgagor (together with Tenants Development Corporation as the land owner, joining in the Mortgage for the purposes of subjecting its interests as described therein to the lien thereof), to the Agency, as mortgagee, or in any

applicable Subsidy Contracts as defined in the Mortgage. As used in this Agreement the terms, "Adjusted Rental," "Below-Market Rental," "Housing Subsidy Programs," "Market Rental" and "Rentals" shall have the same meaning as in Section 6 of the Act and the Rental Determination Regulations adopted by the Agency on May 12, 1998, as the same may be amended from time to time, and any policy determinations promulgated thereunder (said Regulations and policy determinations are herein called the "Rent Regulations"), and the term "Annual Income" shall have the same meaning as in Section 1(e) of the Act.

## **RENTALS AND RENTS**

2. (a) The Borrower shall rent during the term hereof not less than that number of units within the Development to low-income persons or families as set forth in the Residential Compliance Agreement, dated as of the date hereof (the "Compliance Agreement"), between the Borrower and the Agency upon the terms and conditions as set forth herein and as otherwise as set forth herein, including any Rider attached hereto. For the purposes hereof, low-income persons and families subject to the foregoing restrictions are herein referred to as "Low-Income Persons or Families". In fulfilling the foregoing requirement, Borrower will accept referrals of tenants from the Public Housing Authority in the city or town in which the Development is located, and will not unreasonably refuse occupancy to any prospective tenants so referred. In addition, Borrower may rent units within the Development to such person or families who qualify for benefits under any applicable Housing Subsidy Program. The foregoing provisions shall not relieve Borrower of any obligations it may have under the provisions of other documents and instruments into which it has entered with respect to any applicable Housing Subsidy Program.

(b) Rentals in the Development shall be established as shown on the Rental Schedule attached as Appendix A hereto and are thereafter subject to change from time to time in accordance with: the terms and provisions hereof; the provisions contained in the Rent Regulations, as amended from time to time (the "Rent Regulations"); the terms and provisions of the Compliance Agreement; and any applicable Housing Subsidy Program. The Rent Regulations are incorporated herein by reference with the same force and effect as if set out in the full text of this Agreement and Borrower hereby acknowledges receipt thereof. For the sole purpose of determining Basic Rent under the Agreement for Interest Reduction Payments (the "IRP Agreement") among the Agency, the Borrower and HUD with respect to the Development for units or tenants not assisted under Section 8 of the United States Housing Act of 1937, as amended (i) the annual dividend payable to the Borrower shall be limited to \$2,049,173, and (ii) Borrower's expenses shall include the difference between ten percent (10%) of the annual debt service on the Mortgage Loan and \$2,049,173, as necessary to achieve the Agency's required debt service coverage ratio for the Mortgage Loan.

(c) Borrower shall obtain income certifications satisfactory in form and manner to the Agency at least every two (2) years for all tenants who are Low-Income Persons or Families ("Low Income Tenants"), or more frequently if required by the Compliance Agreement or any applicable Housing Subsidy Program. Said income certifications shall be kept by the Management Agent and made available to the Agency upon request.

(d) Borrower shall continue to request and, if made available, accept project based

Section 8 Housing Assistance Payments with respect to units within the Development so long as such assistance is made available at levels sufficient to pay the amounts set forth in Section 6(c)(i)-(iii) hereof. In connection therewith, if requested by the Agency, Borrower shall request that HUD appoint the Agency as contract administrator under any such Section 8 contracts.

#### **TENANT SELECTION AND OCCUPANCY**

3. Borrower shall use its best efforts during the term of this Agreement to maintain the Development at full occupancy, provided that Borrower shall comply with applicable Housing Subsidy Programs and other legal restrictions affecting the Development. Borrower shall comply with Borrower's Tenant Selection Plan, as approved by the Agency. The Borrower's Tenant Selection Plan, as approved by the Agency, is incorporated herein by reference with the same force and effect as if set out in full text in this Agreement.

4. All occupancy agreements shall be expressly subordinated to the Mortgage. With respect to units not required hereunder or under the Compliance Agreement to be rented at Adjusted Rentals ("Restricted Units"), Borrower may use a residency agreement or lease form published by the Greater Boston Real Estate Board or other reasonably equivalent form. Occupancy agreements for Restricted Units shall be in a form approved by the Agency, subject to any requirements of any applicable Housing Subsidy Program, and, unless otherwise approved by the Agency, shall contain clauses, among others, wherein each resident of such units:

(a) certifies the accuracy of the statements made by him or her in the application and income survey;

(b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of the resident's occupancy; that he or she will comply promptly with all requests for information with respect thereto from Borrower or the Agency; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

(c) agrees that at such time as Borrower or the Agency may direct, he or she will furnish to Borrower certification of then current family income, with such documentation as the Agency shall require; and agrees to such charges as the Agency has previously approved for any facilities and/or services which may be furnished by Borrower or others to such resident upon his or her request, in addition to the facilities and services, if any, included in the Rentals, as amended from time to time pursuant to Section 2 above.

#### **LOAN PREPAYMENT - TENANT PROTECTIONS**

5. (a) Borrower shall deliver a written notice to all Low Income Tenants of its election to prepay the Note in full prior to the maturity thereof (the "Prepayment Notice") at the same time that it shall provide such notice to the Agency as required by the Note. The Prepayment Notice shall inform all Low Income Tenants of the tenant protections described in this Section 5.

(b) For a period of one year after the date of prepayment ("Year 1") (the date of prepayment is hereinafter referred to as the "Prepayment Date"), as permitted by the terms of the Note, Borrower may not increase the Rentals payable by any tenant who is a Low-Income Person or Family on the Prepayment Date (a "Protected Low-Income Tenant"), except for Rental increases which would have been permitted by the terms and provisions of the applicable Housing Subsidy Program or the Agency's Rent Regulations if such prepayment had not occurred.

(c) For a period of two years after the end of Year 1 ("CPI Index Period"), the Rentals for units occupied by Protected Low-Income Tenants may not be increased more than once annually by the greater of: (i) the percentage increase in the consumer price index (applicable to the area in which the Development is located) during the preceding year times the Adjusted Rental in effect as of the Prepayment Date; or (ii) such higher amount as the Agency shall approve. In no event may Borrower increase Rentals for such units in excess of any limitations contained in a Housing Subsidy Program restricting the particular unit which remains in effect after the Prepayment Date.

(d) For three years after the end of the CPI Index Period (the "Transition Period"), Borrower shall provide Relocation Assistance, as defined herein, for any Protected Low-Income Tenant who voluntarily terminates his or her lease during the Transition Period as a result of Rental increases. For the purposes hereof, the term "Relocation Assistance" shall mean reasonable assistance in locating a comparable affordable unit, including the payment of any broker's fees and the payment of reasonable moving expenses within a thirty (30) mile radius of the Development.

(e) Upon prepayment, Borrower agrees to continue to use the form of occupancy agreement for all Protected Low-Income Tenants until the expiration of the periods described in (b) and (c), above. Thereafter, Borrower may require that all Protected Low-Income Tenants enter into the lease form used for tenants in the market-rental units or a lease substantially in the form published by the Greater Boston Real Estate Board, provided that any new occupancy agreement shall provide the Protected Low-Income Tenants with the benefits of subsection (d), above.

(f) The provisions of this Section 5 shall survive the termination of any other provisions of this Agreement as a result of prepayment of the Note prior to its scheduled maturity until the expiration of the periods described in subsections (b), (c), and (d), above.

(g) Protected Low-Income Tenants shall have a right to enforce the protections provided them in this Section 5.

#### **USE OF DEVELOPMENT REVENUES**

6. (a) All Rentals, income, and other receipts derived from the Development (herein, "Development Revenues") shall, if not held by the Agency in one of its accounts as permitted by any of the Contract Documents, as said term is defined in the Mortgage, be deposited in the name of Borrower or a nominee for Borrower in a bank or banks, whose deposits are insured by the Federal Deposit Insurance Corporation or otherwise deposited in funds and accounts established hereunder. The Agency shall at all times be advised of the names of the accounts and the names of the banks. Development Revenues shall be used only in accordance with the provisions of this Agreement. Any

person receiving funds of the Development other than as permitted by the Contract Documents shall immediately deposit such funds in a Development bank account, or if failing to do so in violation of this Agreement, shall hold such funds in trust for the Development.

(b) Except as provided in Section 7(f) below, the Agency agrees that during the term of the Mortgage and until all Obligations have been repaid in full, all Development reserves, escrows and accounts will be Borrower's sole property, but shall be subject to the Contract Documents, Agency rules, regulations, controls and escrow arrangements and thereafter any balance in such funds and accounts shall be remitted promptly to the Borrower free and clear from any such restrictions or controls. In an Event of Default under the Mortgage, the Agency may, pursuant to the terms and provisions thereof, apply or authorize the application of any and all Development Revenues, including any balances, funds or accounts hereunder, for the purposes provided in Sections 22 ("Acceleration of Debt") and 23 ("Additional Rights of Lender") of the Mortgage.

(c) Borrower shall apply Development Revenues in the following order of priority: (i) payment of or adequate reserve for all sums due or currently required to be paid under the term(s) of the Note(s) and the Contract Documents (collectively, "Mortgage Debt"); (ii) payment of or adequate reserve for all reasonable and necessary expenses of the Development as identified in subsection (d), below; (iii) deposit of all amounts required to be deposited in the Replacement Reserve (as hereinafter defined); (iv) payments to the Agency of amounts as described in subsection (f) below; and (v) payments of operating expense loans made by the partners, managers or members of Borrower for Development expenses, provided that Borrower shall have obtained prior written Agency approval for such loans and shall have supplied the Agency with such evidence as the Agency may reasonably request as to the application of the proceeds of such operating expense loans to Development expenses. Any amounts remaining after application of Development Revenue as provided above shall be applied as provided in Section 7 below.

(d) With respect to the application of Development Revenues as described above, Borrower agrees as follows:

(i) Payment for services, supplies, or materials shall not exceed the amount ordinarily and reasonably paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials furnished;

(ii) Payment for any capital items shall be made or reimbursed only from the Replacement Reserve (as hereinafter defined), unless otherwise approved by the Agency;

(iii) Reasonable and necessary expenses which may be payable pursuant to subsection 6(c)(ii), above, shall be directly related to the operation, maintenance or management of the Development;

(iv) Without the Agency's prior written consent, Borrower may not assign, transfer, create a security interest in, dispose of, or encumber any Development Revenues except as expressly permitted herein and any such assignment, transfer, security interest, disposition, or encumbrance made in violation of this provision shall be void; and

(v) Payment of any rents under the Ground Lease Agreement, dated as of the date hereof, between Tenants Development Corporation, as landlord, and Borrower, as tenant, payment of any fees under the Development Agreement and the Resident Services Fee Agreement, each dated as of the date hereof between the Borrower and Tenants Development Corporation, and any payments approved by the Agency relating to the Affordable Housing Program Agreement for the Development (as referenced in the Agreement as to Subordinated Mortgage and Amendment of Subordinated Mortgage (AHP Loan) executed on or about the date hereof) shall be payable solely from amounts available for distributions under Section 7 hereof.

(e) In developing and operating the Development, Borrower shall not incur any liability, either direct or contingent, out of the ordinary course of business.

(f) Prior to Completion (as such term is defined in the Repairs Loan Agreement, dated the date hereof, between the Borrower and the Agency), Borrower shall deposit with the Agency on a periodic basis, as provided in Section 2(c) of the Development Fund Agreement all Development Revenues received during the applicable payment period and remaining after the payment of the amounts required to be paid under Section 6(c)(i)-(iii) hereof during such period. Such amounts shall be held and applied as set forth in Section 2(c) of the Development Fund Agreement.

## **DISTRIBUTIONS**

7. (a) Distributions may be made: (i) only at the end of the Development's fiscal year; and (ii) only once all currently payable amounts as identified in Section 6 (c) above are paid as evidenced by a certificate provided by an independent accountant indicating that no such obligations are more than thirty (30) days past due. Except with the prior written authorization of the Agency, distributions cannot be derived or made from borrowed funds or from the sale of capital assets.

(b) No distributions may be made when: (i) an Event of Default has occurred and is continuing under the Mortgage or a default has occurred and is continuing thereunder which, with the passage of time remaining uncured, would become an Event of Default under the Mortgage; (ii) when there has been failure to comply with the Agency's notice of any reasonable requirement for proper maintenance of the Development; or (iii) when there is outstanding against all or any part of the Mortgaged Property any lien or security interest on the Development assets other than a lien securing the Mortgage Debt under the Contract Documents or a lien expressly permitted under the Contract Documents unless provided for to the Agency's reasonable satisfaction by insurance, bond, reserve or similar manner. In an Event of Default under the Mortgage, the Agency may apply any amounts available for distribution to the payment of any Obligations as defined in the Mortgage.

(c) Subject to the provisions set forth above, distributions may be made to Borrower, provided that no distribution for any fiscal year may exceed that percentage of Borrower's Equity (as hereinafter defined) in the Development, which from time to time is permitted under the Act, and which, at the time of execution hereof, is ten percent (10%). The ten percent (10%) standard shall apply throughout the term hereof, except that if the Agency establishes a higher rate at a later date as permitted by the Act, Borrower may increase its equity distribution to the then permitted rate of

distribution, subject to conditions established by the Agency in accordance with its Equity Policy or other policies or regulations with respect thereto (herein, the "Agency's Equity Policies"). Any amounts payable as rents under the Ground Lease Agreement shall be deemed a distribution hereunder and be subject to the limitations contained in this Section 7. Prior to December 31, 2020, the maximum amount which the Borrower may request to be included for distributions for purposes of determining any rental increases shall be \$2,049,173 per annum as set forth in Section 2(b) above.

(d) For the purposes hereof and in accordance with Section 5(d) of the Act, the amount of "Borrower's Equity" shall be as set forth on the first page of this Agreement. "Borrower's Equity" shall be adjusted upon completion of cost certification with respect to the repairs to be financed in part from the Mortgage Loan. Thereafter, Borrower shall be allowed to adjust the amount of "Borrower's Equity" subject to the Act and such conditions as set forth in the Agency's Equity Policies.

(e) In the event that amounts available for distribution in a fiscal year exceed the distributions permitted for such fiscal year pursuant to Section 7(c) above, the amount of any such excess may be applied to pay, without interest, the amount by which distributions made in any of the preceding fiscal years were less than the amount permitted to be paid under Section 7(c) hereof for such fiscal years, subject to the provisions of subsections (a) through (c) above.

(f) Any amounts available for distribution which may not be distributed in any year pursuant to the provisions of Section 7(c) above ("Excess Equity"), shall be deposited in an interest bearing account established by the Agency hereunder pursuant to Section 6(c) of the Act (the "Excess Equity Account") and maintained by the Agency in trust for the benefit of the Development during the term hereof. No distributions may be made to Borrower from the Excess Equity Account, except to pay the amount by which distributions made in any of the three preceding fiscal years were less than the amount permitted to be paid under Section 7(c) hereof for such fiscal years, subject to the provisions of subsections (a) through (c) above. Upon the occurrence of an Event of Default under the Mortgage, the Agency may apply any amounts in the Excess Equity Account to the payment of any Obligations as defined in the Mortgage. Upon Borrower's request, amounts may also be withdrawn from the Excess Equity Account by the Agency during the term hereof and applied to any purpose described in Section 6(c)(i)-(iv) hereof or for any purposes for which amounts in the Replacement Reserve (as hereinafter defined) may be applied, subject to a determination by the Agency that the expenditure is necessary to address the Development's physical or financial needs and that no other funds are available to address such needs. Upon Prepayment (as defined in the Note), or upon the maturity of the Note, the Agency, upon the request of the Borrower, may in its sole discretion make amounts available from the Excess Equity Account to: extend the affordability of units available to Low-Income Persons and Families; to reduce Rentals to Low-Income Persons and Families or to provide relocation and transitional assistance to Low-Income Persons and Families. Upon the expiration of the term hereof, any balance remaining in the Excess Equity Account shall become the Agency's funds free from any restrictions contained herein and may be used by the Agency for any of its purposes under the Act.

(g) Borrower shall comply with the provisions of any applicable Housing Subsidy Program with respect to the application of Rentals, including the creation and maintenance of

"excess rental" or similar accounts. The provisions of this Section 7 shall be subject to the requirements of any such Housing Subsidy Program and the provisions of any applicable regulations of the Agency with respect thereto.

#### **REPLACEMENT RESERVE**

8. (a) Borrower has established and will continue to maintain a reserve fund for replacements (the "Replacement Reserve") in an escrow account controlled by the Agency in an amount per month of \$6,552, commencing with the month in which the Mortgage Loan shall initially close. In addition, at initial closing of the Mortgage Loan, Borrower will deposit into the Replacement Reserve all amounts required pursuant to Section 2(a) of the Development Fund Agreement executed as of the date hereof between Borrower and Lender. Borrower hereby agrees that the replacement reserve amount specified above shall be increased each year by 3%. The replacement reserve amount may be further adjusted by the Agency based on a capital needs assessment which shall be completed at Borrower's expense. In addition, Borrower shall deposit in the Replacement Reserve at the Mortgage Loan closing the amount set forth in Section 2(a)(i) of the Development Fund Agreement. The interest earned on the account shall remain in the Replacement Reserve for the benefit of the Development.

(b) Disbursements from the Replacement Reserve may be made only after receiving prior consent in writing from the Agency, which consent will not be withheld unreasonably.

#### **MANAGEMENT OF THE DEVELOPMENT**

9. (a) Borrower shall maintain the Development in good physical and financial condition in accordance with the Agency's requirements and standards and the requirements and standards of any applicable Housing Subsidy Program. Borrower shall provide for the management of the Development in a manner reasonably satisfactory to the Agency and consistent with accepted practices and industry standards for the management of multi-family market rate rental housing. Furthermore, Borrower shall at all times use its best efforts to ensure that all management services are performed as efficiently and effectively as possible in a manner that, consistent with the requirements of any applicable Housing Subsidy Program, maximizes the Development's "Net Operating Income," as such term is defined by the Agency, provided that nothing herein shall require Borrower to fail to provide necessary resident services or to compromise the physical integrity and long term viability of the Development.

(b) Borrower must execute a management contract substantially in the form prescribed by the Agency and subject to the Agency's prior written approval. Borrower shall not enter into any management contract other than as approved by the Agency. Any management contract entered into by Borrower shall contain a provision that it shall be subject to termination, without penalty and with or without cause, upon thirty (30) days notice by Borrower if such termination is requested by the Agency and be terminable immediately by the Agency if Borrower fails to implement such request by the Agency. Upon receipt of such request or notice of termination, Borrower shall immediately make arrangements reasonably satisfactory to the Agency for continuing proper management of the Development. Any Event of Default under the Contract Documents shall be cause for termination of



the management contract by the Agency.

(c) Failure by Borrower to terminate the management agreement pursuant to this section shall be an Event of Default under the Contract Documents. In the event that, subsequent to thirty (30) days after the termination of the management contract by Borrower (whether or not such termination is pursuant to the provisions of this section), Borrower has not made arrangements reasonably satisfactory to the Agency for continuing proper management of the Development, the Agency shall have the right to designate a new management agent for the Development.

#### **LIMITED LIABILITY**

10. This Agreement incorporates by reference the limited recourse provisions contained in the Mortgage.

#### **CHANGE IN COMPOSITION OF OWNER ENTITY**

11. The following actions shall be subject to the Agency's prior written approval, which shall not be unreasonably withheld:

(a) any change, substitution or withdrawal of any general partner or manager of the Borrower;

(b) the conveyance, assignment, transfer, or relinquishment of twenty-five percent (25%) or more of the Beneficial Interests (herein defined) in Borrower; or

(c) the conveyance, assignment or transfer of any right to manage or receive the rents and profits of the Development.

In addition, the assumption by any transferee or assignee of any obligations of the transferor or the assignor under the Contract Documents shall be accomplished by an instrument in writing satisfactory to the Agency. For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

12. Borrower agrees that in the event of retirement, death or mental incapacity of a general partner, manager or member, if applicable, the business of Borrower will be continued by the remaining general partners, managers, or members, or with such additional general partners, managers or members as approved by the Agency.

#### **BOOKS AND RECORDS**

13. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts

relating to the Development shall at all times be kept separate and identifiable from any other business of Borrower which is unrelated to the Development, and shall be maintained, as required by regulations or guidelines issued by the Agency from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the Agency. Failure to keep such books and accounts and/or make them available to the Agency will be an Event of Default pursuant to Section 22 of the Mortgage.

#### **ANNUAL FINANCIAL REPORT**

14. Within ninety (90) days following the end of each fiscal year of the Development, Borrower shall furnish the Agency with a complete annual financial report for the Development based upon an examination of the books and records of Borrower containing a detailed, itemized statement of all income and expenditures, prepared and certified by a certified public accountant in accordance with the reasonable requirements of the Agency which include: (i) financial statements submitted in Agency format; (ii) the financial report on an accrual basis and in conformity with generally accepted accounting principles applied on a consistent basis; and (iii) amounts available for distribution under Section 7 above. A duly authorized agent of Borrower must approve such submission in writing.

#### **FINANCIAL STATEMENTS AND OCCUPANCY REPORTS**

15. At the request of the Agency, Borrower shall furnish quarterly financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Development.

#### **SOLE PURPOSE, SINGLE ASSET ENTITY**

16. Borrower hereby declares that it is, and shall remain, a sole purpose, single asset entity.

#### **NO CHANGE OF DEVELOPMENT'S USE**

17. Borrower shall not, without prior written approval of the Agency, change the type or number of residential units, permit the use of the dwelling accommodations of the Development for any purpose except residences or permit commercial use greater than that originally approved by the Agency, if any.

#### **NO DISCRIMINATION**

18. (a) There shall be no discrimination upon the basis of race, color, creed, religious creed, national origin, sex, sexual orientation, age, ancestry, handicap or marital status in the lease, use, or occupancy of the Development (provided that if the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the operation and management of the Development. Borrower or its management company shall, with respect to the Development, take affirmative measures to advertise for employment or contracts for goods and services, hire and promote employees, and enter into contract for goods and services in

order to ensure compliance with Borrower's obligations under the Equal Opportunity Contract for Occupancy and Minority Business Development, executed by Borrower and the Agency in connection with the Mortgage Loan.

(b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, creed, color, religion, disability, sex, sexual orientation, national origin, age, or familial status, and providing for nondiscrimination and equal opportunity in housing. Failure or refusal to comply with any such provisions shall be a proper basis for the Agency to take any corrective action it may deem necessary including, but not limited to, the rejection of future applications for mortgage loans and the refusal to enter into future contracts of any kind with which Borrower or its partners, members, managers, shareholders, trustees, or beneficiaries are identified.

#### **PAYMENTS UNDER MORTGAGE**

19. Borrower agrees to make all payments due under the Mortgage and with respect to the Mortgage Debt in accordance with the terms and provisions of the Contract Documents.

#### **MORTGAGED PROPERTY**

20. Attached hereto as Appendix B is a legal description of the land on which the Mortgaged Property is located.

#### **MISCELLANEOUS CONTRACT PROVISIONS/TERM**

21. This Agreement may not be modified or amended except with the written consent of the Agency or its successors and assigns and Borrower or its successors and assigns.

22. This Agreement shall bind, and the benefits hereof shall inure to, respectively, Borrower and its successors and assigns, and the Agency and its successors and assigns, so long as the Mortgage continues in effect, whether or not the Agency shall continue to be the Mortgagee under the Mortgage. Subject to the provisions of Section 5 above, this Agreement shall become a nullity upon payment and discharge of the Mortgage Debt.

23. Borrower warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

24. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

#### **NOTICES**

25. (a) Any notice or other communication in connection with this Agreement shall be in

writing and: (i) deposited in the United States mail, postage prepaid, by registered or certified mail; (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express; or (iii) sent by facsimile transmission if a fax number is designated below, addressed as follows:

If to Borrower:

Tenants' Development II, Limited Partnership  
c/o Tenants Development Corporation  
400 Massachusetts Avenue  
Boston, MA 02115  
Attention: Mr. Girma Belay  
Fax: (617) 247-3979

with copies by regular mail or hand delivery  
[or facsimile transmission] to:

Goulston & Storrs, P.C.  
400 Atlantic Avenue  
Boston, MA 02110-3333  
Attention: Karen J. Kepler, Esq.  
Fax: (617) 574-3568

If to the Agency:  
Massachusetts Housing Finance Agency  
One Beacon Street  
Boston, Massachusetts 02108  
Attention: General Counsel  
Fax: (617) 854-1029

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

(b) All periods of notice shall be measured from the deemed date of delivery. A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the third business day following the date of postmark; (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address; (iii) if so mailed, on the date of actual receipt (or tender of delivery) as evidenced by the return receipt; (iv) if so delivered, upon actual receipt, or (v) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

**CAPTIONS**

26. Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof.

**GENDER AND PLURALS**

27. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

**RISK SHARING**

28. Attached hereto is Rider A which constitutes a part of this Agreement and the agreements contained therein shall be in addition to and not in derogation of any other terms and conditions contained herein and shall continue in full force and effect for the duration of the Mortgage Debt and Mortgage.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

**BORROWER:**

**TENANTS' DEVELOPMENT II, LIMITED PARTNERSHIP,**  
a Massachusetts limited partnership

By: Tenants' Development II Corporation,  
a Massachusetts corporation, its general partner

By: Mary Chinkscales, President  
Mary Chinkscales, President

By: Mary Longley Treasurer  
Mary Longley, Treasurer

**MASSACHUSETTS HOUSING FINANCE AGENCY**

By: Laurie R. Wallach  
Laurie R. Wallach, General Counsel

Attachments:

Appendix A - Rent Schedule

Appendix B - Legal Description of Property

Rider A – Risk Sharing Provisions

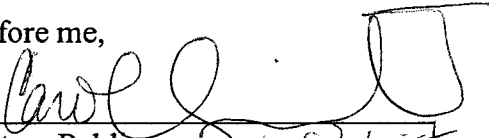
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 24, 2003

Then personally appeared the above-named Laurie R. Wallach, General Counsel of the Massachusetts Housing Finance Agency, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said Agency.

Before me,

  
Notary Public: Carol Gilchrist  
My Commission Expires: 12/9/05

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 20, 2003

Then personally appeared before me, Mary Clinkscales, President and Mary Longley, Treasurer, of Tenants' Development II Corporation, a Massachusetts corporation and the general partner of Tenants' Development II, Limited Partnership, a Massachusetts limited partnership, and acknowledged the foregoing instrument to be his/her free act and deed, the free act and deed of said corporation, and the free act and deed of said Partnership, respectively.

Before me:

By: William H. Grogan  
Notary Public William H. Grogan  
My Commission Expires: 1/12/2007

APPENDIX A  
RENT SCHEDULE

Number of Bedrooms	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Total Number of Units	20	68	73	8	12	4
Net SF/Unit	500	700	900	1,100	1,300	1,500
Elev. (E) / Non-Elev. (N)	N	N	N	N	N	N
Market Rate Rent						
(10% Rate 20 year term)	\$2,153	\$2,457	\$2,894	\$3,199	\$3,773	\$4,196
MHFA Below Market Rent						
(Cost-based Rent)	\$1,478	\$1,781	\$2,218	\$2,523	\$3,097	\$3,520
MassHousing Rent Adjusted		30% of income				
Underwriting Rents						
Market Rents (Section 8)	\$ 1,316	\$ 1,514	\$ 1,894	\$ 2,303	\$ 2,773	\$ 3,196
Number of Units	1	5	6	1	2	-
LIHTC Rents	\$ 735	\$ 787	\$ 945	\$1,092	\$ 1,218	\$ 1,344
Number of Units	13	57	67	6	10	4
Section 236 Rents	\$ 774	\$ 864	\$ -	\$1,469	\$ -	\$ -
Number of Units	6	6	-	1	-	-

Notes: 1) First twenty-year income projections reflect HUD Section 8 project based rents and includes utilities for 172 units (including the 157 LIHTC units) and 13 Section 236 units. 2) LIHTC rents are shown in the event the twenty-year Section 8 contract is not renewed for 157 units. 3) A sensitivity analysis for year 18 and beyond assumed non-renewal of Section 8 contract and the loan has been sized to allow the development to maintain MassHousing underwriting standards of 1.10 debt service coverage.



APPENDIX B  
LEGAL DESCRIPTION

Parcel RD-38 545 Massachusetts Avenue

Lot numbered 56 on a plan entitled "A Plan of City Land to be sold October 30, 1850" recorded with Suffolk Deeds at the end of Book 615, bounded:

NORTHEASTERLY by Massachusetts Avenue (formerly that part of Chester Street which bounded on Chester Square), 25 ft.;  
NORTHEASTERLY by Lot No. 58 on said plan, 100 ft.;  
SOUTHWESTERLY by Northampton Street, 25 ft.; and  
SOUTHEASTERLY by Lot No. 54 on said plan, 100 ft.;

Containing 2500 square feet of land.

Parcel RD-38 547 Massachusetts Avenue

Lot numbered 54 on a plan recorded with said Suffolk Deeds at the end of Book 615, bounded:

NORTHWESTERLY by Lot No. 56 on said plan, 100 ft.;  
NORTHEASTERLY by Massachusetts Avenue, formerly Chester Square, 25 ft.;  
SOUTHEASTERLY by Lot No. 52 on said plan, 100 ft.;  
SOUTHWESTERLY by Northampton Street, 25 ft.;

Containing 2500 square feet of land.

Parcel RD-41 23 Wellington Street

A certain parcel of land with the buildings thereon now known as and numbered 23 Wellington Street, situated in Boston, Suffolk County, being all of Lots 7 and 6 and the larger part of Lot 5 on a plan by Alexander Wadsworth dated December 8, 1879, and recorded with Suffolk Deeds Book 1578, Page 275 and more fully bounded and described as follows:

BEGINNING at a point in the Northeasterly side of Wellington Street, 316 ft. Northwest from Columbus Avenue;  
thence running Northwest by Wellington, 58 ft. to land now or formerly of Henrietta K. White and now or formerly of Francis L. Willard;  
thence turning and running Northeasterly by said land now or formerly of White and Willard, 104 ft. to the center of a passageway 10 ft. wide;  
thence turning and running Southeasterly by the center line of said passageway 58 ft. to land now or formerly of A.A. Marcus and now or formerly of the Museum of Fine Arts;  
thence turning and running Southwesterly by said land now or formerly of Marcus and the

Museum of Fine Arts, 104 ft. to the POINT OF BEGINNING.

Containing 5,742 sq. ft., more or less.

Parcel RD-42 115 West Newton Street

Parcel of land in Boston bounded:

BEGINNING at south corner of mortgaged premises at point in northeast line of West Newton Street 90 ft. northwest from north corner of Tremont Street and West Newton Street; thence running northwest on said West Newton Street 22 ft.; thence northeast by line parallel with Tremont Street, 72 ft.; thence southeast by passageway 10 ft. wide, 22 ft.; thence southwest by line parallel with Tremont Street and bounded by passageway 10 ft. wide, 72 ft. to POINT OF BEGINNING;

containing 1584 sq. ft.

Parcel RD-44 96 West Springfield Street

All that lot of land with building thereon, numbered 96 West Springfield Street and shown as Lot 6 on plan dated January 12, 1858 in Book 732 Page 51 bounded:

Northeast by West Springfield Street 18 ft. 11 in.;  
Northwest by Lot 5 on plan, being land now or late of Watson, 64 ft.;  
Southwest by passageway to Shawmut Avenue 18 ft. 11 in.;  
Southeast by Lot 7 on plan, being land now or late of Pierce, 64 ft.;  
Northwest and Southeast lines run through middle of brick partition walls.

Parcel RD-47 5 Braddock Park

A certain parcel of land with the buildings thereon now known as and numbered 5 Braddock Park, situated in Boston, Suffolk County, Massachusetts, being the greater part of Lot 3 on a plan by Fuller & Whitney, Surveyors, dated October 4, 1875, recorded with Suffolk Deeds, Book 1290, Page 248, bounded as follows:

SOUTHWESTERLY by Braddock Park, formerly Berwick Park, 33 ft.;  
NORTHWESTERLY by a passageway 10 feet wide, now Public Alley #542, 44.75 ft.;  
NORTHEASTERLY by land of owners unknown, 33 ft.;  
SOUTHEASTERLY by Lots 1 and 2 on said plan, 44.75 ft.;

Containing 1444 square feet of land.

Parcel RD-48 506 Columbus Avenue

Certain parcel of land with buildings thereon on southeast side of Columbus Avenue bounded:

BEGINNING at a point on Columbus Avenue 111 ft. southwest from southwest corner of Columbus Avenue and Rutland Square;  
thence running southwest by said Columbus Avenue 24 ft. 7 ½ in.;  
thence turning and running southeast by land now or late of Ordway through center of brick partition wall 80 ft. 11 in.;  
thence turning and running northeast 24 ft. 7 ½ in.;  
thence turning and running northwest by land now or formerly of Rand through center of brick partition wall 80 ft. 11 in. to POINT OF BEGINNING on Columbus Avenue.

Parcel RD-49 24 East Springfield Street

A certain lot of land with the buildings thereon situated on East Springfield Street in said Boston, bounded and described as follows:

BEGINNING at the most westerly corner of said premises, being a point in the Northeasterly line of Springfield Street 400.45 ft. from the corner of Springfield Street and Harrison Avenue;

Thence Northwesterly at right angles with Springfield Street by a line running through the center of the brick partition wall 70 ft.;

NORTHEASTERLY bounded by a passageway 10 feet wide parallel with Springfield Street, 21 ft.;

SOUTHWESTERLY at right angles with said passageway by a line running through the center of the brick partition wall 70 ft.;

SOUTHEASTERLY by Springfield Street 21 ft. to the POINT OF BEGINNING.

Containing 1470 square feet more or less and being Lot 4 on a plan recorded with plans of City lands sold Liber 2, Folio 94, in the office of the Superintendent of Public Lands in said Boston.

Parcel RD-50 403 Massachusetts Avenue

A certain parcel of land with the buildings thereon now known as and numbered 403 Massachusetts Avenue (formerly West Chester Park) in Boston, being Lot 1 on the Plan of Lots on West Chester Park by T. William Harris dated October 2, 1884, described as follows: running

SOUTHWESTERLY through the middle of said partition wall and by said land now or formerly of Yeaton, 95 ft. to a passageway 10 feet wide; thence turning and running  
NORTHWESTERLY by said passageway, 18.78 ft. to Lot 2 on said plan; thence turning and running  
NORTHEASTERLY by Lot 2, 95 ft. to Massachusetts Avenue; thence turning and running  
SOUTHEASTERLY by Massachusetts Avenue, 19 ft. to the point of beginning.

Containing 1794.55 square feet.

Parcel RD-51 407 Massachusetts Avenue

Land in Boston, dwelling house and land bounded:

Northeast by Massachusetts Avenue (formerly West Chester Park) extended 20 ft.;  
Southeast by house and land formerly mortgaged by John W. Shapleigh, John Goldsburn, executor, and trustee by deed of mortgage recorded in Book 970 Page 124, by line through center of brick partition wall 95 ft.;  
Southwest by passageway 10 ft. wide extending to Columbus Avenue, 20 ft.;  
Northwest by land formerly mortgaged by said Shapleigh, J. Mason Everett by deed of mortgage in Book 970 Page 48 by line through center of brick partition wall 95 ft.

Parcel RD-52 419 Massachusetts Avenue

Parcel of land with buildings thereon in Boston bounded:

Northeast by Massachusetts Avenue (formerly West Chester Park) 22 ft.;  
Southeast by land now or formerly of Calvin Swallow by line through middle of partition wall, 22 feet northwest from land conveyed to Hiram P. Bean, by deed in Book 933 Page 54, 95 ft.;  
Southwest by 10 foot passageway 22 ft.;  
Northwest by land now or late of E.S. Johnson by line through middle of partition wall 95 ft.;  
Said premises are numbered 419 Massachusetts Avenue.

Parcel RD-53 423 Massachusetts Avenue

The land in Boston known as 423 Massachusetts Avenue, situated on the Southwesterly side of Massachusetts Avenue, formerly called West Chester Park, a short distance northwesterly from Columbus Avenue in said Boston, being known as an unnumbered lot on a certain plan recorded with Suffolk Deeds, Book 933 Page 55, and said parcel is bounded and described as follows:

NORTHEASTERLY by Massachusetts Avenue, 22 ft.;  
SOUTHEASTERLY by another unnumbered lot shown on said plan by a line supposed to run  
through the middle of the brick petition wall, 105 ft.;  
SOUTHWESTERLY by land marked Nathan Matthews on said plan, 4.44 ft.;  
NORTHWESTERLY by the same, 5 ft.;  
SOUTHWESTERLY by the same, 17.56 ft.; and  
NORTHWESTERLY by land marked Calvin Swallow on said plan, by a line supposed to run  
through the middle of the brick partition wall, 100 ft.

Containing 2722 1/5 square feet of land, more or less.

Parcel RD-54 569 Massachusetts Avenue

Land with buildings thereon in Boston, numbered 569 Massachusetts Avenue, bounded:

on northwest by Lot 34 on plan entitled "Plan of City Lands to be sold on October 30, 1850," there measuring 94 ft.;  
on southeast by Lot 30 on plan 94 ft.;  
Northeast by Massachusetts Avenue 25 ft.;  
Southwest by passageway 6 feet wide there measuring 25 ft.

Parcel RD-54 571 Massachusetts Avenue

Lot 30 Massachusetts Avenue on plan at end of Book 615, bounded:

northwest by Lot 32 on plan by line running through center of partition wall 94 ft.;  
northeast by Massachusetts Avenue, formerly Chester Square, 25 ft.;  
southeast by Lot 28 on plan by line running through center of partition wall 94 ft.;  
southwest by 6 ft. passageway 25 ft.;

containing 2350 sq. ft.

Parcel RD-54 573 Massachusetts Avenue

Certain parcel of land with buildings thereon in Boston, County of Suffolk, Commonwealth of Massachusetts, being Lot 28 on plan at end of Book 615, bounded:

on northwest by Lot 50 on said plan 94 ft.;  
on northeast by Massachusetts Avenue 25 ft.;  
on southeast by Lot 26 on plan 94 ft.;  
on southwest by 6 foot passageway 25 ft.

Parcel RD-55 553 Massachusetts Avenue

Certain parcel of land with building thereon being Lot 48 on "A Plan of City Land to be sold October 30, 1850" bounded:

on northwest by Lot 50, 100 ft. by line running through center of brick partition wall;  
on northeast by Massachusetts Avenue (formerly that part of Chester Street that bounds Chester Square) 25 ft.;  
on southeast by Lot 46 on plan 100 ft. by line running through center of brick partition;  
southwest by Northampton Street 25 ft.;

containing 2500 sq. ft.

Parcel RD-56 560 Massachusetts Avenue

Lot 37 on plan at end of Book 615 bounded:

West by Massachusetts Avenue on curved line 30 ft. 2 ½ in.;  
Northwest by Lot 39 on plan by line supposed to be in part through middle of brick partition wall, 113 ft. 9 3/8 in.;  
Northeast by West Springfield Street 25 ft.;  
Southeast by Lot 99 and Lot 35 on plan by line supposed to be in part through middle of brick partition wall 130 ft. 7 in.;

Containing 3036 sq. ft.

Parcel RD-58 663 Massachusetts Avenue

A certain parcel of land situate in said Boston, bounded and described as follows:

Northeasterly by the southwesterly line of Massachusetts Avenue, 21.84 ft.;  
Southeasterly 6 ft.;  
Northeasterly 0.39 ft., and  
Southeasterly 36.10 ft., all by land now or formerly of James J. Crosby et al;  
Southwesterly by land now or formerly of said Crosby et al and by Lot 2 as shown on plan hereinafter mentioned, 23.34 ft.; and  
Northwesterly 36.10 ft.;  
Northeasterly 0.68 ft.; and  
Northwesterly 6 ft., all by Lot 2 as shown on said plan.

Said land is shown as Lot One (1) on a subdivision plan drawn by Edmund C. Corsano, A.J. Ialuna, Surveyors, dated May 5, 1962, as approved by the Court, filed in the Land Registration Office as plan No. 4868-B, a copy of a portion of which is filed with certificate of title No. 69646.

Parcel RD-59 29 Rutland Street

Certain parcel of land on northeast side of Rutland Street, Boston, bounded:

Southwest by Rutland Street 16 ½ ft.;  
Northwest by land now or formerly of Tousaro by line running through center of brick partition wall 45 ft.;  
Northeast by land of Talbot and land now or late of Root 16 ½ ft.; and  
Southeast by land now or late of Hunt by line running through center of brick partition

wall 45 ft. to POINT OF BEGINNING.

Parcel RD-69 57 Worcester Street

Certain parcel of land with buildings thereon, numbered 57 Worcester Street bounded:

BEGINNING at point on northeast side of Worcester Street 165 ft. 8 in. northwest from 20 foot street or way called Newland Street;  
and from such point running northwest, bounded southwest by said Worcester Street 20 ft. 4 in.;  
thence turning and running northeast parallel with Newland Street by line running through center of brick partition wall 91 ft. to 10 foot passageway;  
thence turning and running southeast on said 10 foot passageway 20 ft. 4 in.;  
thence running southwest by line through center of brick partition wall 91 ft. to POINT OF BEGINNING.

Being Lot 9 on plan in Book 711 Page 201.

Parcel RD-72 405 Massachusetts Avenue

Land in Boston with the buildings thereon, bounded and described as follows:

Northeasterly by Massachusetts Avenue, 20 ft.;  
Southeasterly by land now or late of Shapleigh, by a line through the middle of a brick partition wall, 95 ft.;  
Southwesterly by a 10 foot passageway to Columbus Avenue, 20 ft.;  
Northwesterly by land now or late of Swallow by a line through the middle of a brick partition wall, 95 ft.

Parcel RD-73 421 Massachusetts Avenue

Certain lot of land with buildings thereon in Boston, bounded:

Northeast by Massachusetts Avenue (formerly West Chester Park) 22 ft.;  
Southeast by land conveyed by Calvin Swallow to Hiram P. Bean in Book 933 Page 54 by line running through middle of brick partition wall, 95 ft.;  
Southwest by passageway 10 ft. wide extending to Columbus Avenue, 22 ft.;  
Northwest by land now or late of J.F. Cane by line passing through middle of brick partition wall 95 ft.;

Conveyed with full and encumbered right of way and drainage in passageway.



Parcel RD-74 425 Massachusetts Avenue

Certain parcel containing 2310 sq. ft. with buildings thereon on southwest side of Massachusetts Avenue, a short distance northwest from Columbus Avenue, in Boston, bounded:

Northeast by Massachusetts Avenue 22 ft.;

Southeast by land now or late of Ahl, by line in part through middle of brick party wall 105 ft.;

Southwest by land formerly of Nathan Matthews 22 ft.;

Northwest by land now or late of Perkins by line in part through middle of brick party wall 105 ft.;

Together with rights of way and drainage in and over 10 foot passageway running northwest from Columbus Avenue, across rear of above described parcel.

Parcel RD-75 401 Massachusetts Avenue

Being Lot 2 on Plan of Lots of West Chester Park by T. William Harris dated October 2, 1884.

Bounded:

BEGINNING on Massachusetts Avenue at Lot 1 on said plan;

thence running southwest on said Lot 1, 95 ft. to passageway 10 feet wide;

thence northwest on said passageway 19 ft. to Lot 3 on plan;

thence northeast on Lot 3, 95 ft. to Massachusetts Avenue;

thence southeast on Massachusetts Avenue to POINT OF BEGINNING;

containing 1805 sq. ft. Southeast and northwest boundaries are through brick partition walls.

Together with usual rights in passageway in rear.

Parcel RR-69 30 Greenwich Park

Land situated on Greenwich park bounded:

BEGINNING at point on southwest side of Greenwich Park 322 ft. northwest from Columbus Avenue;

and running northwest on Greenwich Street 21 ft.;

thence southwest by line through middle of brick partition wall 105 ft.;

thence southeast 21 ft.;

thence northeast by line through middle of brick partition wall 105 ft. to the POINT OF BEGINNING.

Parcel RR-83 612 Massachusetts Avenue

All that parcel of land with buildings thereon in Boston, being Lot 11 on plan of City lands at end of Book 615, bounded:

southwest on Massachusetts Avenue, formerly Chester Square, 26 ft.;  
northwest on Lot 13 on said plan 116 ft.;  
northeast on land now or formerly of A.J. Allen 26 ft.;  
southwest by Lot 9 on said plan 116 ft.

Parcel RR-84 623 Massachusetts Avenue

Lot 4 on plan at end of Book 615, bounded:

northwest by Lot 6 on plan 70 ft.;  
northeast by Massachusetts Avenue (formerly called Chester Square) 24 ft.;  
southeast by Lot 2 on plan 70 ft.;  
southwest by passageway 20 feet wide, 24 ft.;

containing 1680 sq. ft.

Parcel RR-85 627 Massachusetts Avenue

Certain parcel containing 1680 sq. ft. with buildings thereon on southwest side of Massachusetts Avenue a short distance northwest of Washington Street, Boston, being Lot 2 on plan at end of Book 615, bounded:

northeast by Massachusetts Avenue 24 ft.;  
southeast by Lots 113, 114, 115, 70 ft.;  
southwest by Lot 115 on plan 20 ft. and by way called Chester Place 4 ft.;  
northwest by Lot 4 on plan 70 ft. with all rights, easements, privileges and appurtenances to premises belonging; together with right in passageway.

Parcel RR-86 127 West Concord Street

Land in Boston bounded:

Southwest by said Concord Street 20 ft.;  
Northwest by straight line passing through middle of partition wall 90 ft. 6 in.;  
Northeast by passageway (known as Newland Place) 21 ft. 1 ¾ in.;

Southeast by land now or formerly of Eliza A. Coburn 34 ft. 6 in.;  
Southwest by same 6 in.;  
and Southeast again by same 56 ft.;

being part of same premises conveyed to Caroline A. Benton by Mortimer C. & Mary E. Ferris in Book 853 Page 89.

Parcel RR-88 213 West Newton Street

Land with buildings thereon situated in Boston, on northeast side of West Newton Street, numbered 213 on said street, bounded:

BEGINNING at point on northeast side of West Newton Street, 331 ft. northwest from Columbus Avenue;  
thence running northwest on West Newton Street 20 ft.;  
thence running northeast by land now or late of Sarah R. Bartlett through middle of brick partition wall separating house mortgaged from house adjoining, 110 ft.;  
thence running southeast 20 ft.;  
thence running southwest by land now or late of Mary W. Bridge through middle of brick partition wall separating house mortgaged from house adjoining 110 ft. to West Newton Street;

Containing 2200 sq. ft.

Parcel RR-90 32 Greenwich Park

Land in that part of Boston called Back Bay bounded:

BEGINNING at point in south line of Greenwich Park, formerly Concord Street 343 ft. northwest from Columbus Avenue;  
and running northwest on said Greenwich Park 20 ft.;  
thence southwest 100 ft.;  
thence southeast 20 ft.;  
thence northeast 100 ft. to POINT OF BEGINNING.

Parcel RR-91 139 Pembroke Street

A certain parcel of land situated in Boston in the County of Suffolk and Commonwealth of Massachusetts, bounded and described as follows:

Southwesterly by Pembroke Street, 20.98 ft.;  
Northwesterly by land now or formerly of Minnie A. Burlingame, the line running in part through the middle of an eight (8) inch brick wall, 80 ft.;

Northeasterly by the middle line of a Way as shown on the plan hereinafter mentioned 21.15 ft.; and

Southeasterly by land now or formerly of Delia Lydon, the line running in part through the middle of an eight (8) inch brick wall (which has been widened to 12 inches), 80 ft.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by J.A. Sharkey, Surveyors, dated February 5, 1944, as modified and approved by the Court, filed in the Land Registration Office as plan No. 19080-A, a copy of a portion of which is filed with Certificate of Title No. 49250.

Parcel RR-98 692 Massachusetts Avenue

Land with buildings thereon in Boston bounded:

BEGINNING at the most west corner thereof, being a point in the northeast line of Massachusetts Avenue 546 ft. southeast from east corner of Massachusetts Avenue and Washington Street;

thence running northeast by Lot 26 on plan hereinafter mentioned 84.88 ft.;

thence southeast by passageway 10 feet wide 22.75 ft.;

thence southwest by Lot 28, 84.88 ft. to Massachusetts Avenue;

thence northwest by Massachusetts Avenue 22.75 ft. to POINT OF BEGINNING;

containing 1931 sq. ft. being Lot 27, Plan Book 2 Page 107.

Parcel RR-99 696 Massachusetts Avenue

Certain parcel of land with buildings thereon in Boston, on that part of Massachusetts Avenue formerly known as Chester Square, 696 Massachusetts Avenue being Lot 29, plan book 2, page 107,

Bounded:

BEGINNING at point in northeast line of Massachusetts Avenue 591.05 ft. southeast from east corner of Massachusetts Avenue and Washington Street;

thence running northeast by Lot 28, 84.88 ft.;

thence southeast by passageway 10 ft. wide parallel with Massachusetts Avenue, 22 ft. 9 in.;

thence running southwest by Lot 30, 84.88 ft.;

thence running northwest by Massachusetts Avenue 22 ft. 9 in. to POINT OF BEGINNING.

Containing 1931.02 sq. ft.

Parcel PB-13b            32 Worcester Street

Bounded:

Northeast by Worcester Street, 20 ft.;  
Southeast by Shawmut Avenue, 45 ft.;  
Southwest by land now or formerly of the City of Boston, 20 ft.;  
Northwest by land formerly of Inglis by line through middle of brick partition wall 45 ft.

Containing 900 sq. ft.

Parcel SE-8            84 Worcester Street

A certain parcel of land situated in Boston, in the County of Suffolk and Commonwealth of Massachusetts, bounded and described as follows:

Northeasterly by the southwesterly line of Worcester Street, 22 ft.;  
Southeasterly by land now or formerly of Lillian E. Brooks, the line running in part through the middle of an 8 in. brick wall, 100 ft.;  
Southwesterly by a Passageway 10 ft. wide as shown on said plan, 22 ft.; and  
Northwesterly by land now or formerly of Margaret G. Glover, the line running in part through the middle of an 8 in. brick wall, 100 ft.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 19478-A, Sheet 2, filed with certificate of title No. 46458, the same being compiled from plan drawn by David S. Wexler, Civil Engineer, dated June 16, 1945, and additional data on file in the Land Registration Office all as modified and approved by the Court, and said land is shown as parcel 2 on said plan.

Rider A  
to  
Regulatory Agreement

Re: Provisions of 24 CFR § 266.505(b)

The undersigned, the Borrower named in the Regulatory Agreement to which this Rider is attached (herein, together with this Rider, the "Regulatory Agreement"), hereby agrees with the Massachusetts Housing Finance Agency (the "Agency") as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning given such terms in the Regulatory Agreement.

2. The agreements contained in this Rider shall be in addition to and not in derogation of any other terms and conditions contained in the Regulatory Agreement and shall continue in full force and effect for the duration of the Mortgage Debt and Mortgage. Attached to the Regulatory Agreement as Appendix B is a description of the property subject to the Mortgage.

3. The Regulatory Agreement shall be binding upon the Borrower and upon any of its successors and assigns and upon the Agency and any of its successors for so long as the Mortgage shall remain insured by the Secretary of Housing and Urban Development ("HUD") under the provisions of Section 542(c) of the Housing and Community Development Act of 1992 and 24 CFR Part 266 (the "Risk Sharing Program") or HUD holds a debenture from the Agency issued in connection with a claim arising from the insured Mortgage. So long as the Mortgage shall remain insured under the Risk Sharing Program, the Agency may not assign the Regulatory Agreement.

4. The Agency is obligated under the provisions of 24 CFR 266.505(a)(3) to enforce the provisions of the Regulatory Agreement and take actions against the Borrower for violation of the provisions of the Regulatory Agreement. Such actions, subject to the giving of any applicable notice and the expiration of any applicable grace period, may include the declaration of a default under the Regulatory Agreement and application to any court for specific performance of the terms of the Regulatory Agreement.

5. The Borrower shall make all payments due under the Mortgage and with respect to the Mortgage Debt in accordance with the terms and provisions of the Contract Documents.

6. The Borrower has established and will continue to maintain the Replacement Reserve under the Regulatory Agreement for future capital needs of the Development.

7. The Borrower shall maintain the Development as affordable housing, as defined in 24 CFR § 266.5 as follows:

[ x ] With respect to Project V, not less than 20% of the units shall be rented during the term hereof to low-income persons or families whose annual income is less than or equal to 50% of the area median income as determined by HUD and who shall pay as their share of Adjusted Rental not more than thirty percent (30%) of fifty percent (50%) of such area median income; or

[ x ] With respect to all projects except for Project V, not less than 40% of the units shall be rented during the term hereof to low-income persons or families whose annual income is less than or equal to 60% of the area median income as determined by HUD and who shall pay as their share of Adjusted Rental not more than thirty percent (30%) of sixty percent (60%) of such area median income

8. The Borrower shall continue to use the dwelling units within the Development for their original purpose as set forth in the Regulatory Agreement.

9. The Borrower shall comply with such other requirements as established by the Agency and set forth in the Regulatory Agreement.

10. The Borrower shall maintain the Development in good physical and financial condition in accordance with the Agency's requirements and standards and the requirements and standards of any applicable Housing Subsidy Program.

11. The Borrower shall maintain complete books and records established solely for the Development in accordance with the requirements of the Regulatory Agreement and shall provide the Agency at the times and in the manner provided in the Regulatory Agreement with an annual audited financial statement based on said books and records and performed in accordance with standards for financial audits of the U.S. General Accounting Office's government auditing standards issued by the Comptroller of the United States.

12. The Borrower shall comply with the Affirmative Fair Housing Marketing Plan in effect with respect to the Development and all other fair housing and equal opportunity requirements.

13. The Borrower shall operate as a single asset mortgagor.

14. The Borrower shall make all Development books and financial records including those required to be maintained by the terms of the Regulatory Agreement available to HUD's Inspector General and/or the General Accounting Office for review with appropriate notification.

15. The Borrower shall permit HUD officials or employees to inspect the Development upon the request of the Federal Housing Commissioner.

16. The Borrower shall otherwise comply with all regulations and requirements under the Risk Sharing Program, as found at 24 CFR Part 266, for as long as the Mortgage is insured by HUD.

[Signatures To This Rider A Attached on Following Page.]

IN WITNESS WHEREOF, the Borrower and the Agency have caused these present to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

**BORROWER:**

**TENANTS' DEVELOPMENT II, LIMITED PARTNERSHIP,**  
a Massachusetts limited partnership

By: Tenants' Development II Corporation,  
a Massachusetts corporation, its general partner

By: Mary Clinkscale, President  
Mary Clinkscale, President

By: Mary Longley Treasurer  
Mary Longley, Treasurer

**MASSACHUSETTS HOUSING FINANCE AGENCY**

By: Laurie R. Wallach  
Laurie R. Wallach, General Counsel



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 20, 2003

Then personally appeared before me, Mary Clinkscates, President and Mary Longley, Treasurer, both of Tenants' Development II Corporation, a Massachusetts corporation and the general partner of Tenants' Development II, Limited Partnership, a Massachusetts limited partnership, and acknowledged the foregoing instrument to be his/her free act and deed, the free act and deed of said corporation, and the free act and deed of said Partnership, respectively.

Before me:

By: William H. Crogan  
Notary Public *William H. Crogan*  
My Commission Expires: *1/12/2007*

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 24, 2003

Then personally appeared before me the above-named Laurie R. Wallach, General Counsel of the Massachusetts Housing Finance Agency, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said Agency.

Carol Gilchrist  
Notary Public: *Carol Gilchrist*  
My commission expires: *12/9/05*