

September 1, 2015

BY EMAIL AND OVERNIGHT DELIVERY

Boston Redevelopment Authority
One City Hall Square, Ninth Floor
Boston, Massachusetts 02201
Attn: Phil D. Cohen, Project Manager

Re: 105A South Huntington Avenue, Jamaica Plain, Massachusetts (the "Project").

Dear Phil:

On behalf of our client Cedar Valley Holdings LLC, a Massachusetts limited liability company, an affiliate of the Longwood Group (together with its affiliates, "LWG"), this letter describes proposed modifications to the Project's affordable housing commitments.

As you know, we obtained major discretionary permits for the Project in 2013, including a Scoping Determination Waiving Further Review issued by the Authority on October 8, 2013, and zoning relief issued by the zoning Board of Appeal and filed with the Commissioner of Inspectional Services on October 11, 2013. At that time, the Project included 195 residential units and related amenities, along with ground-floor commercial and cultural uses, and 147 parking spaces to be located in a partially below-grade garage. Following discussions with BRA and BTM staff, we subsequently reduced the number of parking spaces from 147 to 100. In 2014, LWG entered into an Affordable Rental Housing Agreement and Restriction with the BRA regarding the inclusionary housing program for the Project, which consisted of 32 affordable units (approximately equal to 20% of the number of the Project's market rate units) on-site. A copy of such agreement is attached hereto as Exhibit A.

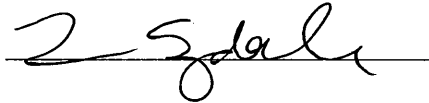
As described at our recent discussions with the BRA and others, in order to bring the Project to fruition in light of the current construction cost climate, LWG proposes to modify the Project's affordable housing program to provide forty-two (42) units (the "Affordable Units") of off-site rental housing in Mission Hill or Jamaica Plain--more than twenty percent (20%) of the total number of 195 residential units at the Project--by taking any combination of the following actions: (i) purchasing and restricting units from existing stock; (ii) constructing additional units; or (iii) sponsoring the development of additional units by another developer. More details of LWG's proposed modifications are set forth in a draft Amended and Restated Affordable Housing Agreement attached hereto as Exhibit B.

The Project otherwise remains unchanged and will continue to provide substantial benefits to the community. Through the implementation of the affordable housing program described in this letter, the Project will continue to exceed the requirements of the Mayor's Inclusionary Development Policy and will produce a greater number of affordable units than had previously been proposed.

We look forward to discussing this proposal with the Board of the BRA. Please advise if any additional information is needed.

Thank you again for your help and guidance on this project.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Tony Nader", written over a horizontal line.

Attachment

CC: Tony Nader
Anthony Nader
Matthew Kiefer, Esq.

EXHIBIT A

Original Affordable Rental Housing Agreement and Restriction

(To be attached)

Grantor: Cedar Valley Development LLC
Grantee: Boston Redevelopment Authority

**AFFORDABLE RENTAL HOUSING AGREEMENT AND RESTRICTION
105A SOUTH HUNTINGTON AVENUE, JAMAICA PLAIN, MASSACHUSETTS**

This Affordable Rental Housing Agreement and Restriction (the "Agreement") is entered into this 29th day of July, 2014, by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, with an address of One City Hall Square, Boston, Massachusetts 02201-1007 (the "Authority" or "Grantee") and CEDAR VALLEY DEVELOPMENT LLC, a Massachusetts limited liability company, having an address of c/o The Longwood Group, LLC, 895 Huntington Avenue, Suite #1, Boston, Massachusetts 02115, its successors and assigns (the "Owner" or "Grantor").

WITNESSETH

WHEREAS, affordable housing opportunities for families in the City of Boston are limited;

WHEREAS, the City of Boston desires to increase housing opportunities in mixed income residential developments;

WHEREAS, the Owner is undertaking the Project (as defined below) at 105A South Huntington Avenue, which consists of approximately 1.1 acres of land that is bounded by South Huntington Avenue to the east; the Jamaicaway to the west; enVision Hotel Boston located at 81 South Huntington Avenue to the north; and the North American Indian Center located at 105B South Huntington Avenue to the south, as more particularly described in Exhibit A attached hereto (the "Premises");

WHEREAS, the Owner is proposing an approximately 210,000 square foot development, consisting of approximately one hundred and ninety-five (195) residential units, thirty-two (32) of which will be Affordable Units (defined below), approximately one hundred six (106) parking spaces, and one or more commercial uses at the ground

floor (the "Project");

WHEREAS, the Executive Order of Mayor Thomas M. Menino dated September 27, 2007, "An Order Relative to the Inclusionary Development Policy's Income Policy," (the "Order") requires that on-site and off-site affordable rental units, required in projects subject to the Order, be made affordable to households earning less than or equal to 70% of the Area Median Income ("AMI") and the Grantor desires to provide Affordable Units within the residential apartment Project consistent with such Order;

WHEREAS, the Grantor recognizes the need for affordable housing units in the Project and has agreed to a set-aside of thirty-two (32) dwelling units at the Premises as affordable rental units ("Affordable Units");

WHEREAS, the Authority approved the Project on June 13, 2013, with the material condition that the Owner be obligated to provide the thirty-two (32) Affordable Units as part of the Project; and

WHEREAS, it is the desire of all the parties to enter into this Agreement and impose this Restriction in order to provide for the set-aside of the Affordable Units.

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereto do mutually agree that the terms of the Agreement and the Affordable Rental Housing Restriction are as follows:

AGREEMENT

Section 1. Grant of Restriction.

(a) The Grantor hereby grants with quitclaim covenants to the Grantee, exclusively for the purpose of ensuring retention of rental affordable housing, an Affordable Rental Housing Restriction, as hereinafter described.

(b) The Grantor intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and the restriction set forth in this Agreement regulating and restricting the use and occupancy of the Affordable Units within the Premises (i) shall be and are covenants running with the Premises, encumbering the Premises from the date of issuance of the first Certificate of Occupancy by the City of Boston Inspectional Services Department ("ISD") for any residential unit within the Premises for thirty (30) years, unless a notice of restriction is recorded by the Authority or its successors and assigns before the expiration of thirty (30) years in which case such agreements, covenants and restrictions shall continue for up to twenty (20) years from the date of recording such notice of restriction, binding upon the Grantor's successors in title and all subsequent owners of the Premises for such period, (ii) are not merely personal covenants of the Grantor, and (iii) shall inure to the benefit of the Grantee.

(c) The Affordable Rental Housing Restriction set forth herein is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. The Grantor hereby agrees that any and all requirements of the laws of The Commonwealth of Massachusetts to be satisfied in order for this Affordable Rental Housing Restriction to constitute deed restrictions and covenants running with the Premises shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Affordable Rental Housing Restriction runs with the Premises for the Term of this Agreement, as defined herein.

(d) The covenants contained herein shall survive and be effective regardless of whether a contract, deed or other instrument hereafter executed conveying the Premises or portion thereof provides that such conveyance is subject to this Affordable Rental Housing Restriction.

Section 2. Definitions.

The terms defined in this Section shall for all purposes of this Agreement have the following respective meanings:

(a) "Affidavit of Eligibility" shall mean a certification as to income executed by an applicant or tenant of the Project, a copy of the same is annexed hereto as Exhibit C.

(b) "Affordable Rental Housing Restriction" shall mean the agreements, covenants and restrictions set forth in this Agreement.

(c) "Affordable Units" shall mean those residential apartments in the Project identified and described in Exhibit B, that are to be rented to Eligible Households, as defined herein and as set forth in this Agreement.

(d) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, and acting in its capacity as the Planning Board of the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended, with offices at One City Hall Plaza, Boston, Massachusetts 02201-1007, together with its successors and assigns.

(e) "Effective Date" shall be the date of the recording of this Agreement with the Suffolk Registry of Deeds, which shall be within five (5) days after the issuance of a certificate of occupancy for the Affordable Units by ISD.

(f) "Eligible Household" shall mean a household that has an income that is no more than seventy percent (70%) of AMI.

(g) "Household" shall mean all persons who reside or intend to reside together in an Affordable Unit.

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

(i) "ISD" shall mean the City of Boston Inspectional Services Department.

(j) "Median Income" shall mean the median Household income set forth in or calculated pursuant to regulations promulgated by HUD pursuant to Section 8 of the Housing Act of 1937, as amended by the Housing and Community Development Act of 1974. If HUD discontinues publication of median income statistics, then the Authority shall designate another measure of Household income.

(k) "Maximum Affordable Rent" shall mean, with respect to the Affordable Units, the rental amount for such unit approved by the Authority, which is the maximum rent Grantor may charge for the Affordable Units as adjusted annually by the Authority as of the first day of January for each year during the Term of this Agreement. A listing of the Maximum Affordable Rents for the year 2014, which listing shall be approved annually by the Authority, is noted on Exhibit B. In no event shall the Maximum Affordable Rent set by the Authority for the Affordable Units be less than the Maximum Affordable Rent effective as of the date of this Agreement. The Grantor or Owner may, in its sole discretion, charge a lower rent than the applicable Maximum Affordable Rent with respect to the Affordable Units.

(l) "Premises" shall mean the property located at 105A South Huntington Avenue, Jamaica Plain, Boston, MA, as more particularly described in Exhibit A attached hereto.

(m) "Principal Residence Affidavit" shall mean a certification by an applicant or tenant of the Project that the Affordable Unit occupied or to be occupied by an Eligible Household is the principal place of residence of all members of the Household, a copy of the same is annexed hereto as Exhibit D.

(n) "Project" shall mean the proposed development of an approximately 210,000 square foot building located at the Premises, consisting of approximately one hundred and ninety-five (195) residential units, thirty-two (32) of which will be Affordable Units, approximately one hundred six (106) parking spaces, and one or more commercial uses at the ground floor.

(o) "Rent" shall mean the total amount received from a tenant as a rental payment for the right to occupy a Affordable Unit, but shall not include (i) any amount received from a tenant as a rental payment or license fee for the right to occupy a parking space (whether or not a designated parking space), or (ii) amounts received by the Owner (even though designated as "additional rent") to reimburse the Owner for any services rendered, expense incurred, or payment made for or on behalf of a tenant, or expenses incurred by the Owner in connection with any default by a tenant, or (iii) application fees, pet fees or other fees under the general category as amenity fees.

(p) "Term of this Agreement" shall mean the thirty (30) year period, subject to and in accordance with Section 1(b) of this Agreement, commencing on the Effective Date.

Any term defined in the recitations to this Agreement shall have the meaning ascribed to it in such recitations.

Section 3. Purpose.

The purpose of this Agreement and the Affordable Rental Housing Restriction is to assure that certain residential units at the Premises will be retained as affordable rental housing for occupancy by Eligible Households, as defined herein, and to provide a uniform plan for the administration and enforcement of the covenants and the restriction imposed herein.

Notwithstanding anything contained herein to the contrary, to the extent that the Owner is unable to lease any of the Affordable Units because Eligible Households do not submit applications for occupancy of such Affordable Units, the Owner shall not be deemed in default of its obligations hereunder, provided that the Owner: (1) complied with the marketing and tenant selection plan in connection with the marketing of such Affordable Units; (2) consults in good faith with the Authority regarding potential ways to encourage applications from Eligible Households; (3) continues marketing efforts to lease the Affordable Units to Eligible Households; and (4) does not lease or rent the Affordable Units to anyone aside from those who qualify as Eligible Households.

Section 4. Obligations of the Owner.

The Grantor hereby covenants and agrees with the Grantee that during the Term of this Agreement:

(a) The Affordable Units shall be leased and rented or made available to members of the general public who qualify as Eligible Households (or otherwise qualify for occupancy of the Affordable Units as set forth in Section 4(g) and 4(h) hereof).

(b) The Affordable Units shall be of comparable quality to other dwelling units

in the Project.

(c) Prior to initial marketing of the Affordable Units in the Project, the Owner shall adopt and implement a marketing and tenant selection plan for the Affordable Units in consultation with the Boston Fair Housing Commission ("BFHC") and the Authority (the "Marketing Plan") and shall secure the BFHC's and the Authority's approval of such Marketing Plan prior to the commencement of the marketing of the Affordable Units. The Owner shall market the Affordable Units in accordance with the approved Marketing Plan. A default in the execution of the Marketing Plan shall be considered a default under this Agreement.

Under the Marketing Plan, the Owner shall give preference in the rental of each Affordable Unit to the following types of households in the following order: (1) households residing in Boston at the time of their application of eligibility, and (2) households meeting an occupancy standard of not less than one (1) person per bedroom, or other such occupancy requirements and/or household size standards of the Authority that are in effect at the time of the marketing of the Affordable Units. The approved Marketing Plan and the approved tenant selection plan shall be adhered to in every respect.

(d) As a condition to occupancy of an Affordable Unit, each (tenant or) person(s) who is intended to be an Eligible Household shall be required to sign and deliver to the Owner an Affidavit of Eligibility and a Principal Residence Affidavit using the forms attached hereto as Exhibit C and Exhibit D, respectively.

(e) The annual Rent for an Affordable Unit leased to an Eligible Household shall not exceed the Maximum Affordable Rent. Provided the Grantor is in compliance with this Agreement, the Rent for an Affordable Unit may be increased up to the Authority approved Maximum Affordable Rent for such year one (1) time per year, except in the event of vacancy, at which time the Rent may increase to the Authority approved Maximum Affordable Rent for such year. 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 Owner to all affected tenants.

(f) Initial monthly rents for the Affordable Units shall be as set forth in Exhibit B attached hereto.

(g) The determination of whether a Household continues to meet the definition of an Eligible Household shall be made by the Owner at least annually on the basis of the current income of such Household as evidenced by a current Affidavit of Eligibility.

(h) Any Affordable Unit occupied by a Household which is an Eligible Household at the commencement of occupancy shall continue to be treated as if occupied

by an Eligible Household unless such Eligible Household's income subsequently exceeds One Hundred and Ten Percent (110%) of AMI, provided that such Affordable Unit continues to be subject to the Maximum Affordable Rent. For purposes of applying this provision: an Eligible Household as of the date of initial occupancy shall be considered an Eligible Household unless such Household's income shall subsequently exceed One Hundred and Ten Percent (110%) of the AMI.

(i) Should an Affordable Unit continue to be occupied by a Household which has ceased to qualify as an Eligible Household, such Household may continue to occupy such dwelling unit subject to the terms of the lease at the Project's market rent for the remainder of the term of the lease, but such Household shall not be entitled to renew the lease and shall be required by the Owner to vacate the Affordable Unit at the termination of the tenancy. The Owner shall maintain an updated list of the Affordable Units in the Project and shall furnish a copy of the same to the Authority upon request.

(j) A lease for an Affordable Unit in the Project shall be for a term of not less than one (1) year, unless by mutual agreement between the tenant and Owner, and shall require tenant to provide information required for the Owner to meet its reporting requirements hereunder. Owner may not terminate the tenancy or refuse to renew the lease of an occupant of an Affordable Unit in the Project except (i) for violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; (iii) in the event a Household ceases to qualify as an Eligible Household as set forth in Section 4(h) and 4(i) above; (iv) for violations of reasonable rules and regulations adopted by the Owner from time to time that are applicable to all residential units in the Project; and (v) for other good cause. Any termination or refusal to renew must be preceded by Owner's service on the tenant of a written notice specifying the grounds for the action not less than thirty (30) days prior to the proposed termination date, except in the event of a termination/voiding of tenancy pursuant to M.G.L. c. 139, s.19. A lease for an Affordable Unit in the Project shall NOT include any of the following provisions:

- (i) Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease.
- (ii) Agreement by the tenant that the Owner 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 Owner may dispose of such personal property in accordance with state law.

- (iii) Agreement by the tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- (iv) Agreement of the tenant that the Owner may maintain a lawsuit against the tenant without notice to the tenant.
- (v) Agreement by the tenant that the Owner 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.
- (vi) Agreement by the tenant to waive any right to a trial by jury.
- (vii) 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.
- (viii) Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Owner against the tenant. The tenant, however, may be obligated to pay attorney's fees and other legal costs if the tenant loses.

(k) Any use of the Affordable Units or activity thereon which is inconsistent with the purpose of this Agreement is expressly prohibited.

Section 5. Non-discrimination.

(a) The Owner shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin or any other basis prohibited by law in the lease, use and occupancy of the Affordable Units in the Project.

Section 6. Records and Reporting

(a) The Owner will permit, during normal business hours and upon reasonable notice, any duly authorized representative of the Authority to inspect any books and records of the Owner regarding the Project, which pertain to compliance with this Agreement. At the Authority's request, the Owner will submit to the Authority copies of such information, documents, forms or certifications, including without limitation Affidavits of Eligibility and Principal Residence Affidavits, which the Authority deems reasonably necessary to substantiate the Owner's continuing compliance with this Agreement.

(b) The Owner shall maintain, for at least seven (7) years, as part of its Project records copies of all leases of the Affordable Units in the Project and all initial and annual income certifications by tenants of the Affordable Units in the Project. Within 90 days after the end of each calendar year of occupancy of any portion of the Project, the Owner shall provide to the Authority annual reports consisting of certifications regarding size, head of household characteristics, rents charged and the annual and monthly gross and adjusted income of each Household occupying an Affordable Unit at the Project. The Owner shall use commercially reasonable efforts to obtain the information required for such annual reports from the applicable tenants. Notwithstanding the foregoing or anything set forth herein to the contrary, to the extent such information has not been provided to the Owner by the tenants of such Affordable Units as required by the terms of the leases, the Owner shall not be deemed in default of such Owner's obligations hereunder, provided, however, that the Owner provides evidence to the Authority of its commercially reasonable efforts to obtain such information from the tenants of such Affordable Units. In addition to the foregoing, Owner shall keep such additional records and prepare and submit to the Authority such additional reports as the Authority may reasonably deem necessary to ensure compliance by Owner with the requirements of this Affordable Housing Restriction.

(c) Annually as part of the annual reports required under this section, Owner shall submit to the Authority a proposed schedule of monthly rents for the Affordable Units in the Project.

Section 7. Recordation; Successors and Assigns

(a) After the execution of this Agreement by the parties hereto and within five (5) days after the issuance of a certificate of occupancy for the first Affordable Unit within the Project by ISD, the Owner shall cause this Agreement to be recorded in the Suffolk County Registry of Deeds and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to the Authority evidence of the recording including the date of recording and instrument number or book and page numbers.

(b) The Owner intends, declares and covenants, on behalf of itself and all future owners and operators of the Project during the Term of this Agreement, that the covenants and agreements in this Agreement (i) shall be and are covenants running with the Project, encumbering the Project for the term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and operators of Project, (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner (and the benefits shall inure to the Authority) and their respective successors and assigns during the Term of this Agreement. For the Term of this Agreement, each and every contract, deed or other instrument hereafter executed conveying the Project shall expressly provide that such conveyance is subject to this Agreement, 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 Project provides that such conveyance is subject to this Agreement.

(c) The benefits of the Affordable Rental Housing Restriction shall be in gross and shall be assignable by the Authority. The Owner and the Authority intend that the restrictions arising hereunder take effect upon the Effective Date. To the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the Effective Date regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

Section 8. Actions by the Authority

(a) The Authority shall, within fifteen (15) business days after written request therefor by the Owner or any mortgagee of the Project, provide a certificate in writing as requested or applicable, that this Agreement is in full force and effect and unmodified, or in what respects this Agreement is no longer in force or effect or has been modified, that the Owner is in compliance with this Agreement, or in what respects there is non-compliance, or as to any other matter reasonably related to the Project which the requesting party may reasonably request of this Authority.

(b) The Authority hereby authorizes the Director or Acting Director of the Authority to take any action hereunder on behalf of the Authority (including, without limitation, the granting of consents or approvals and the execution and delivery of certificates hereunder), and any action so taken shall be binding upon the Authority.

(c) The Authority shall provide annually, on its website, the list of maximum allowed rent used to determine the Maximum Affordable Rent for the Affordable Units, which rent shall be based upon the annual update of rents for similar affordable housing units.

Section 9. Notices

All notices or other communications required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer or representative of the Authority or the Owner, as the case may be, and shall be deemed to have been properly given or served on the day of delivery, if delivered by hand or courier service, or, if mailed, on the date of receipt or rejection as evidenced by the green receipt card, if deposited in the United States mail addressed to such party by registered or certified mail, postage prepaid, return receipt requested, or one day after deposit with a recognized overnight courier which provides a receipt for delivery, at the following addresses unless otherwise designated by written notice to the other party:

If to the Owner: Cedar Valley Development LLC
c/o The Longwood Group, LLC
895 Huntington Avenue, Suite #1
Boston, Massachusetts 02115
ATTN: Anthony Nader

with a copy to:
Matthew J. Kiefer, Esq.
Goulston & Storrs, P.C.
400 Atlantic Avenue
Boston, Massachusetts 02110

If to the Authority: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201-1007
Attn: Director

with a copy to Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201-1007
Attn: General Counsel

with a copy to Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201-1007
Attn: Deputy Director for Compliance

Section 10. Amendment

This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Owner and the Authority. Upon any such amendment, the Owner shall cause such amendment to be recorded in the Suffolk County Registry of Deeds and shall pay all fees and charges incurred in connection therewith. Upon such recording, the Owner shall immediately transmit to the Authority evidence of the recording including the date and instrument number or deed book and page numbers.

Section 11. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall

to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 12. Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 13. Titles and Headings

The headings of the sections, subsections and paragraphs set forth herein are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 14. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 15. Expiration

This Agreement shall terminate thirty (30) years from the Effective Date hereof, unless extended subject to and in accordance with Section 1(b) of this Agreement, whereupon the provisions contained herein shall be null and void and have no further force and effect.

Section 16. No Third Party Beneficiary

It is the intention of the parties that the provisions of this Agreement may be enforced only by the parties hereto and their successors and assigns, and that no other person or persons shall be authorized to undertake any action to enforce any provisions hereof without the prior written consent of the parties or their successors and assigns.

Section 17. Limited Undertaking

(a) Nothing in this Agreement shall be construed as an undertaking by the Owner to construct or complete or occupy all or any portion of the Project, the obligations of the Owner hereunder being limited to compliance with the provisions hereof with respect to the marketing, leasing or rental of the Affordable Units if the Project is

constructed and completed.

(b) The liability of the Owner or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement shall be limited solely to the interests of the Owner in the Project, and no partner, member, manager, venturer, trustee, beneficiary, shareholder, officer, director of the Owner, or its successors or assigns, or any person or entity directly or indirectly holding any interests in any of the foregoing, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability hereunder.

Section 18. Assignment

The Owner shall not assign or in any way transfer its interest or rights in this Agreement without the prior written consent of the Authority, which consent shall not be unreasonably withheld, conditioned or delayed, nor shall it be made contingent upon or made in any way to require, directly or indirectly, the payment of any fee or charge or the assumption of any other material new obligation by the Applicant or any other interested party.

Section 19. No Documentary Stamps Required

No documentary stamps are required, as this Affordable Housing Restriction is not being purchased by the Authority.

Signatures on following page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in four (4) counterparts to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

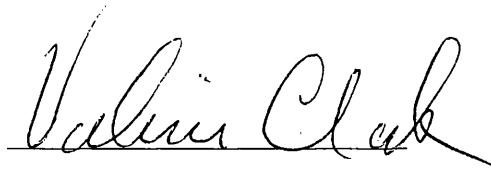
WITNESS:

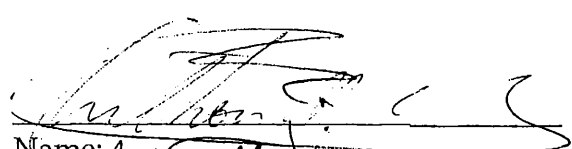
BOSTON REDEVELOPMENT AUTHORITY

By: 
Brian Golden, Acting Director

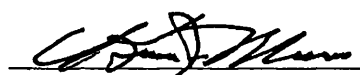
WITNESS:

CEDAR VALLEY DEVELOPMENT LLC,
a Massachusetts limited liability company



By: 
Name: Anthony M. Nader
Title: Manager

Approved as to Form:


Kevin J. Morrison General Counsel *LBZ*

- Exhibits:
- A Description of the Premises
 - B Unit and Maximum Affordable Rent
 - C Affidavit of Eligibility
 - D Principal Residence Affidavit

COMMONWEALTH OF MASSACHUSETTS

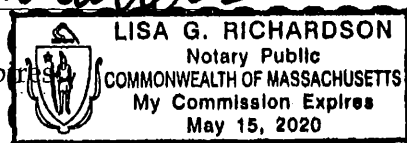
Suffolk, ss.

July 29, 2014

On this 29th day of July, 2014, before me, the undersigned notary public, personally appeared Brian Golden, Acting Director of the Boston Redevelopment Authority, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Director of the Boston Redevelopment Authority.

Lisa G. Richardson

Notary Public:
My Commission Expires



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

____, 2014

On this 15th day of July, 2014, before me, the undersigned notary public, personally appeared Anthony M. Lodi proved to me through satisfactory evidence of identification, which were DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Cedar Valley Development LLC.

Joan M. Lineman

Notary Public:
My Commission Expires: 11/14/14

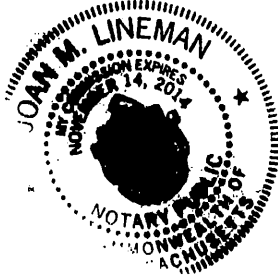


EXHIBIT A

DESCRIPTION OF PREMISES

That certain parcel of land located in the Commonwealth of Massachusetts, County of Suffolk, City of Boston, Jamaica Plain District, situated on the westerly sideline of South Huntington Avenue and the easterly sideline of the Jamaica Way, and shown as Parcel A on that certain plan (the "Plan") dated November 8, 2004, with a Project Title "#105 South Huntington Avenue, Jamaica Plain, Boston, MA," and a Sheet Title "Plan of Land (Suffolk County), Boston, MA (Jamaica Plain District)," which was prepared by Rizzo Associates and Precision Land Surveying, Inc., and which Plan is recorded with the Suffolk County Registry of Deeds in Plan Book 2005, Page 733, which land is more particularly bounded and described as follows:

Beginning at a point on the westerly sideline of South Huntington Avenue, said point being the most northerly corner of the parcel, thence running

- S 14° 40' 12" E 77.52' to a point, thence turning and running
- S 17° 45' 12" E 180.27' to a point, said last two courses being by the westerly sideline of South Huntington Avenue, thence turning and running
- S 72° 10' 22" W 208.26' by Parcel B on said Plan to a point of non-tangency, thence turning and running
- NORTHERLY 188.03' by a curve to the left having a radius of 1,104.57' to a point of compound curvature, thence running
- NORTHERLY 82.83' by a curve to the left having a radius of 4,000.00' to a point of non-tangency, said last two courses being by the easterly sideline of the Jamaica Way, thence turning and running
- N 75° 25' 23" E 173.96' to the POINT OF BEGINNING

Containing 48,625 square feet, more or less.

EXHIBIT B

**LIST OF AFFORDABLE UNITS AND RESTRICTED RENTS
105A SOUTH HUNTINGTON AVENUE**

<u>UNIT #</u>	<u>BEDROOMS</u>	<u>INCOME LEVEL</u>	<u>MAXIMUM AFFORDABLE RENT*</u>
108	1-BR	70%	\$1,190
208	1-BR	70%	\$1,190
410	1-BR	70%	\$1,190
418	1-BR	70%	\$1,190
502	1-BR	70%	\$1,190
510	1-BR	70%	\$1,190
701	1-BR	70%	\$1,190
704	1-BR	70%	\$1,190
803	1-BR	70%	\$1,190
811	1-BR	70%	\$1,190
901	1-BR	70%	\$1,190
904	1-BR	70%	\$1,190
1003	1-BR	70%	\$1,190
1101	1-BR	70%	\$1,190
1203	1-BR	70%	\$1,190
304	2-BR	70%	\$1,361
313	2-BR	70%	\$1,361
402	2-BR	70%	\$1,361
405	2-BR	70%	\$1,361
420	2-BR	70%	\$1,361
503	2-BR	70%	\$1,361
506	2-BR	70%	\$1,361
515	2-BR	70%	\$1,361
603	2-BR	70%	\$1,361
612	2-BR	70%	\$1,361
314	Studio	70%	\$1,020
406	Studio	70%	\$1,020
416	Studio	70%	\$1,020
508	Studio	70%	\$1,020
512	Studio	70%	\$1,020
517	Studio	70%	\$1,020
710	Studio	70%	\$1,020

*Boston Redevelopment Authority Maximum Affordable Rent for 2014. Maximum incomes and rents are subject to change at the time of initial rents and are to be adjusted in accordance with HUD guidelines. See the Boston Redevelopment Authority's website for subsequent changes to the maximum affordable rents.

EXHIBIT C

BOSTON REDEVELOPMENT AUTHORITY
AFFIDAVIT OF ELIGIBILITY
(AFFORDABLE RENTAL UNITS)

(I/We), _____ currently
reside at _____, Unit _____
Name(s) of Renter(s) Address City/Neighborhood
_____, Telephone Number _____
State Zip Code
Email Address _____, do hereby represent and warrant as follows:

(Please note, the use of the singular "I" or "my" below, shall include the plural in the case of more than one prospective purchaser.)

1. I understand that if I make any material misstatements or omissions in the following affidavit, I will be ineligible for any unit at this project, and will be required to vacate the unit if I have already occupied it.

Initial(s): _____

THE PROPERTY:

2. The Property I intend to rent is located within the City of Boston at the following address:

_____, Unit _____
Boston, Massachusetts _____

3. The rent for the property is: \$ _____

The rent for the parking space is: \$ _____ (if applicable)

The Total Rent is: \$ _____

4. I certify that the amount to be paid by me for rental of the Property shall not be greater than the Total Rent stated in #3 above. The Total Rent shall include the total value of all money, property and services of every kind given or paid by me to or for the benefit of the owner of the Property in connection with the lease of the Property, including any

amount paid for any other real property or personal property leased by the owner to me.

Initial(s) _____

- 5. **Affordable Rental Housing Agreement and Restriction:** I acknowledge that I received a copy of the Affordable Rental Housing Agreement and Restriction (the "Rental Housing Agreement"). I have read the Rental Housing Agreement, or have had it read to me, and understand the restrictions and requirements contained therein. I realize that I have the option of consulting an attorney to review the Rental Housing Agreement. I understand that the Property is subject to the Rental Housing Agreement.

Initial(s) _____

- 6. **Occupancy Requirement:** I intend to occupy the Property as my principal place of residence. I will occupy the Property within sixty (60) days of the lease signing. I understand that I must continue to live in the Property and that I may not lease it without the written consent of the Boston Redevelopment Authority ("BRA") or as otherwise expressly permitted in the Rental Housing Agreement.

Initial(s) _____

MY INFORMATION:

- 7. **Boston Resident:** I certify that I am currently a resident of the City of Boston and have provided the required documentation.

"Boston Resident" shall mean any individual whose principal residence, where he or she normally eats, sleeps and maintains his or her normal personal and household effects, is in the City of Boston.

Required Documentation: Two (2) utility bills dated within 60 days of submission from any **one** of the following: electric, cable, gas, or telephone.

Yes _____ No _____ Initial(s) _____

- 8. I, or any other member of my immediate family, am currently or have been a City of Boston employee within the last twelve (12) months.

Yes _____ No _____ If "Yes" _____
City Agency

Initial(s) _____

9. I have never been convicted of real property arson, tenant harassment in Housing Court or violating Fair Housing Laws. I am not presently in mediation with the Boston Fair Housing Commission or the Massachusetts Commission nor presently a defendant in a criminal complaint in Housing Court for a Fair Housing violation or in an arson case.

Initial(s) _____

10. I do not presently owe any past due real estate taxes to the City of Boston.

Initial(s) _____

HOUSEHOLD INCOME:

"Household" shall mean all persons who intend to occupy the housing unit as their primary residence. Legally married couples shall both be considered part of the household, even if separated. Children shall be considered part of the household if they spend more than 50% of the year (183 days, including partial days) in the residence.

11. I understand that the BRA will review the following income information for every individual 18 years or older (only the first \$480 of income is included for household members 22 years of age or younger who are currently full-time students and are not the head of household or spouse) intending to reside in the Property. The BRA also reserves the right to request additional information at any point in the Income Certification process. The income information can include but is not limited to:

•Wages/salaries, overtime, bonuses and commission income

- Interest income
- Dividend income
- Alimony income
- Business income
- IRA Distributions
- Pension and annuities income
- Rental income
- S-Corp income
- Trust income
- Unemployment income
- Social security income
- Other Income or gains
- All assets - See Household Assets section on Page 6

Please note: If you are *substantially* below the income limit, the BRA reserves the right to request additional documentation detailing your ability to lease the unit.

Initial(s) _____

12. **Earnings (If you are self-employed see below):** I have attached two (2) most recent pay stubs for every non-self-employed household member 18 year or older. If a member of my household is 18 years or older and is not employed, I have attached a notarized letter from them stating this fact.

Initial(s): _____

13. **Earnings (SELF EMPLOYED):** I have attached a year-to-date profit and loss statement for every self-employed household member 18 years or older.

Initial(s): _____

14. I have attached the most recent tax return for every household member 18 years or older. I have attached an IRS Form 4506 for every household member 18 years or older who did not file taxes in the previous year. IRS Forms 4506 can be found on the web at www.irs.gov.

Initial(s): _____

15. I have attached proof for every household member 18 years or older who is a full-time student of their full-time student status in the form of: class schedule, letter from the Registrar, or other enrollment verification.

Initial(s): _____

16. The following includes all persons who intend to reside in the Property including myself. I am including their name(s), age(s), tenant or occupant status, relationship to me and their estimated annual income.

NAME A.	AGE B.	TENANT OR OCCUPANT C.	RELATIONSHIP TO HOMEBUYER D.	ESTIMATED ANNUAL INCOME E.

17. I certify that my Household Size is (total number of entries in column A) _____.

Initial(s) _____

18. I certify that my combined Household Estimated Annual Income is (total of column E)

Initial(s) _____

HOUSEHOLD ASSETS:

19. I have completed the chart below and attached back-up information on ALL assets held by any household member including students and children. Assets include the following: **Checking or savings accounts, CDs, money market accounts, treasury bills, stocks, bonds, securities, trust funds, pensions, IRAs, KEOGH, other retirement accounts, cash on hand over \$500, real estate, rental property, other real estate holdings, personal property as an investment, and safe deposit contents (include the value).**

Initial(s): _____

TYPE	SOURCE/ACCOUNT NUMBER	HOUSEHOLD MEMBER	VALUE

20. **Third-party verification:** I authorize the BRA to verify the information contained in this Affidavit and obtain additional information about me and my household that is pertinent to eligibility for BRA-sponsored affordable housing. (Every member of the household 18 years or older must sign below).

Signature: _____

Signature: _____

Signature: _____

Signature: _____

21. **Expiration Date of Income Certification:** I understand that my BRA Certificate of Compliance, required at the signing of the lease, is valid for ninety (90) days, from the date issued.

Initial(s) _____

22. **I declare under penalties of perjury that the information provided in this Affidavit of Eligibility is true, correct, accurate and complete in all respects.**

Initial(s) _____

Signed, sealed and delivered on this ____ day of _____, 201__.

Tenant

Note: All Renters should sign this form and have their signatures notarized. Attach additional sheets, if necessary.

Tenant

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk ss. _____, 201__

On this ____ day of _____, 201____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk ss. _____, 201__

On this ____ day of _____, 201____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public
My Commission Expires:

EXHIBIT B

Draft Amended and Restated Affordable Housing Agreement

(To be attached)

**AMENDED AND RESTATED AFFORDABLE RENTAL HOUSING AGREEMENT
105A SOUTH HUNTINGTON AVENUE, JAMAICA PLAIN, MASSACHUSETTS**

This Amended and Restated Affordable Rental Housing Agreement (this "Agreement") is entered into this ____ day of _____, 2015, by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, with an address of One City Hall Square, Boston, Massachusetts 02201-1007 (the "Authority") and CEDAR VALLEY DEVELOPMENT LLC, a Massachusetts limited liability company, having an address of c/o The Longwood Group, LLC, 33 Pond Avenue, #101B, Brookline, Massachusetts 02445, its successors and assigns (the "Proponent"). The Authority and the Proponent, collectively, are sometimes referred to herein as the "Parties".

WITNESSETH

WHEREAS, affordable housing opportunities for low and moderate income families in the City of Boston are limited;

WHEREAS, the City of Boston desires to increase housing opportunities in mixed income residential developments;

WHEREAS, the Mayor of the City of Boston has adopted An Order Relative to Affordable Housing dated February 29, 2000, as amended by An Order Relative to the Affordable Housing Cost Factor dated February 3, 2005, as further amended by An Order Relative to the Inclusionary Development Policy dated May 16, 2006, as further amended by An Order Relative to the Inclusionary Development Policy's Income Policy dated September 27, 2007 (collectively, the "Executive Order"), pursuant to which proponents of certain development projects within the City of Boston are required to make contributions towards the preservation and creation of affordable housing in the City of Boston;

WHEREAS, the Proponent is undertaking the Project (as defined below) at 105A South Huntington Avenue, which consists of approximately 1.1 acres of land that is bounded by South Huntington Avenue to the east; the Jamaica way to the west; enVision Hotel Boston located at 81 South Huntington Avenue to the north; and the North American Indian Center located at 105B South Huntington Avenue to the south, as more particularly described in Exhibit A attached hereto (the "Premises");

WHEREAS, the Proponent has completed Large Project Review and obtained zoning relief from the Board of Appeal for an approximately 210,000 square foot

development, consisting of approximately one hundred and ninety-five (195) residential units, approximately one hundred (100) parking spaces, and one or more commercial uses at the ground floor (the "Project");

WHEREAS, pursuant to the Executive Order the Proponent desires to create affordable housing and to further the purposes of the Executive Order; and

WHEREAS, the Parties previously entered into that certain Affordable Rental Housing Agreement and Restriction dated July 29, 2014 (the "Initial Agreement"), and the Parties wish to amend and restate in their entirety the understandings of the Parties with respect to the Project's affordable housing contribution.

AGREEMENT

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

1. **Affordable Housing Commitments**. In order to satisfy the Mayor's Executive Order, the Proponent will create or cause to be created 42 off-site affordable rental units (the "Affordable Units").

A. **Off- Site Affordable Housing Commitments**. The Affordable Units shall be designated as such for a period of fifty (50) years (thirty (30) years, plus an additional twenty (20) years upon the recording of a notice of restriction pursuant to the provisions of Section 27 of Chapter 184 of the Massachusetts General Laws, as amended) from the date of recording of the Affordable Rental Housing Agreement and Restriction, which will provide that the Affordable Rental Housing Agreement and Restriction is to be recorded within five (5) days after the issuance of the first certificate of occupancy for a residential project containing one or more of the Affordable Units (the "Affordability Period"), and such Affordable Units shall be operated in accordance with the tenant income/affordability limitation of the Executive Order through the Affordability Period, as set forth below. In creating or causing the creation of any Affordable Units, the Proponent may utilize any combination of the following methods: (i) purchasing units from existing stock; (ii) constructing additional units; or (iii) sponsoring the development of additional units by another developer, in which case the Proponent would contribute the required funds to an entity that will construct the Affordable Units, which entity shall be acceptable to the Authority. The location of the Affordable Units shall be subject to the approval of the Authority, the Authority acknowledging that Mission Hill and Jamaica Plain (collectively, the "Target Area") are acceptable locations. The composition of the Affordable Units as one-bedroom, two-bedroom, three-bedrooms, and studios shall be in approximately the same proportion as the composition of one-bedroom, two-bedroom, three-bedroom, and

studios of the Project's units, or, at Proponent's option, the Affordable Units shall be designed to include larger units. The Affordable Units shall be comparable in size and quality to the market rate rental units at the Project. The Affordable Units shall be (i) rented to households that have incomes that are not greater than seventy percent (70%) of the Area Median Income, and (ii) rented for rental amounts approved by the Authority each year, which rental amounts shall be the amounts uniformly calculated and published by the Authority as the maximum affordable rent for households with incomes equal to seventy percent (70%) of the Area Median Income.

For purposes of this Agreement, "Area Median Income" shall mean the median household income for the Boston Metropolitan Statistical Area set forth in or calculated pursuant to regulations promulgated by the United States Department of Housing and Urban Development ("HUD") pursuant to Section 8 of the Housing Act of 1937, as amended by the Housing and Community Development Act of 1974. In the event that HUD discontinues publication of median income statistics, then the Authority shall designate another measure of household income.

B. Interim Milestone. On or before the date of issuance of the final certificate of occupancy for the Project (the "C/O Date"), the Proponent shall:

(i) identify the proposed location of each of the Affordable Units, and identify which method or methods outlined above in Section 1.A will be utilized to create such units; and

(ii) to the extent applicable, provide the Authority with evidence that it has acquired any Affordable Units that are to be purchased from existing stock; established site control and commenced obtaining any major discretionary permits necessary for any Affordable Units to be constructed by the Proponent; and entered into an agreement with a third party with respect to any Affordable Units to be sponsored by the Proponent and developed by another developer.

C. Contribution.

The Proponent, or any entity with whom the Proponent has contracted, shall, prior to the Due Date (as such term is defined below), provide evidence of the following actions, to the extent applicable:

(i) record a restriction with respect to any Affordable Units to be purchased from existing stock;

(ii) obtain a building permit and commence construction of any

Affordable Units to be constructed by the Proponent; and/or

(iii) pay all amounts due under any agreement in connection with Affordable Units to be constructed by another developer.

Notwithstanding the foregoing, in the event the Proponent, or any entity with whom the Proponent has contracted, has failed to provide such evidence by the Due Date, then, in lieu of creating or causing the creation of the Affordable Units, the Proponent shall, upon such Due Date, make a cash contribution in an amount equal to the product of (x) the number of Affordable Units as to which such failure has occurred, and (y) Two Hundred Thousand Dollars (\$200,000), up to a maximum amount of Six Million Dollars (\$6,000,000.00) (the "Contribution"). In the event the Contribution is due, no funds expended by the Proponent in connection with the creation of the Affordable Units shall be deducted from the Contribution, except that if the Proponent has provided the evidence required under this Subsection 1.C for some number of the Affordable Units fewer than the total number required hereunder, the amount of the Contribution shall be proportionately reduced to reflect the actual number of Affordable Units for which such evidence has been provided.

The "Due Date" shall be the first anniversary of the C/O Date.

The Authority and the Proponent agree to enter into such supplemental agreements as may be necessary to effectuate the foregoing. The performance of the express terms of this Section 1 by the Proponent shall satisfy all affordable housing obligations with respect to the Project.

2. **Successors and Assigns.** The provisions of this Agreement shall be binding upon the successors and assigns of the Proponent and the public body or bodies succeeding the interest of the Authority.

3. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

4. **Amendment.** This Agreement, or any part hereof, may be amended from time to time hereafter only in a writing executed by the Proponent or its successors and assigns and the Authority. This Agreement amends and restates in its entirety the understandings of the parties, and the Initial Agreement shall be deemed terminated and of no force or effect upon either of the Parties.

5. **No Third Party Beneficiary.** It is the intention of the Parties that the provisions of this Agreement may be enforced by only the Parties and their successors and assigns, and that no other person or persons shall be authorized to undertake any action to

enforce the provisions hereof without the prior written consent of the Parties or their successors and assigns.

6. **Limited Undertaking.** Nothing in this Agreement shall be construed as an undertaking by the Proponent to construct or complete the Project, the obligations hereunder being limited to compliance with the provisions hereof if the Project is constructed and completed. The liability of the Proponent or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement shall be limited solely to the interests of the Proponent or such successors and assigns in the Project, and no partner, member, manager, trustee, beneficiary, shareholder, officer or director of the Proponent, or its successors or assigns, or any person or entity directly or indirectly holding any interests in the foregoing, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability hereunder.

7. **Actions by the Authority.**

(a) The Authority shall, within fifteen (15) business days after written request therefor by the Proponent or any mortgagee of the Project, provide a certificate in writing as requested or applicable, that this Agreement is in full force and effect and unmodified, or in what respects this Agreement is no longer in force or effect or has been modified, that the Proponent is in compliance with this Agreement, or in what respects there is non-compliance, or as to any other matter reasonably related to the Project which the requesting party may reasonably request of this Authority.

(b) The Authority hereby authorizes the Director or Acting Director of the Authority to take any action hereunder on behalf of the Authority (including, without limitation, the granting of consents or approvals and the execution and delivery of certificates hereunder), and any action so taken shall be binding upon the Authority.

8. **Notices**

All notices or other communications required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer or representative of the Authority or the Proponent, as the case may be, and shall be deemed to have been properly given or served on the day of delivery, if delivered by hand or courier service, or, if mailed, on the date of receipt or rejection as evidenced by the green receipt card, if deposited in the United States mail addressed to such party by registered or certified mail, postage prepaid, return receipt requested, or one day after deposit with a recognized overnight courier which provides a receipt for delivery, at the following addresses unless otherwise designated by written notice to the other party:

If to the Proponent: Cedar Valley Development LLC

c/o The Longwood Group, LLC
33 Pond Avenue, #101B
Brookline, Massachusetts 02445
ATTN: Anthony Nader

with a copy to:
Matthew J. Kiefer, Esq.
Goulston & Storrs, P.C.
400 Atlantic Avenue
Boston, Massachusetts 02110

If to the Authority: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201-1007
Attn: Director

with a copy to Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201-1007
Attn: General Counsel

with a copy to Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201-1007
Attn: Deputy Director for Compliance

9. **Severability.** Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

10. **Counterparts.** This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

11. **Titles and Headings.** The headings of the sections, subsections and paragraphs set forth herein are for convenience of reference only and are not a part of this

Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Signatures on following page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in four (4) counterparts to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

WITNESS:

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Brian Golden, Acting Director

WITNESS:

CEDAR VALLEY DEVELOPMENT LLC,
a Massachusetts limited liability company

By: _____
Name:
Title:

Approved as to Form:

Renee LeFevre, General Counsel

Exhibits: A Description of the Premises

EXHIBIT A

DESCRIPTION OF PREMISES

That certain parcel of land located in the Commonwealth of Massachusetts, County of Suffolk, City of Boston, Jamaica Plain District, situated on the westerly sideline of South Huntington Avenue and the easterly sideline of the Jamaica Way, and shown as Parcel A on that certain plan (the "Plan") dated November 8, 2004, with a Project Title "#105 South Huntington Avenue, Jamaica Plain, Boston, MA," and a Sheet Title "Plan of Land (Suffolk County), Boston, MA (Jamaica Plain District)," which was prepared by Rizzo Associates and Precision Land Surveying, Inc., and which Plan is recorded with the Suffolk County Registry of Deeds in Plan Book 2005, Page 733, which land is more particularly bounded and described as follows:

Beginning at a point on the westerly sideline of South Huntington Avenue, said point being the most northerly corner of the parcel, thence running

S 14° 40' 12" E 77.52' to a point, thence turning and running

S 17° 45' 12" E 180.27' to a point, said last two courses being by the westerly sideline of South Huntington Avenue, thence turning and running

S 72° 10' 22" W 208.26' by Parcel B on said Plan to a point of non-tangency, thence turning and running

NORTHERLY 188.03' by a curve to the left having a radius of 1,104.57' to a point of compound curvature, thence running

NORTHERLY 82.83' by a curve to the left having a radius of 4,000.00' to a point of non-tangency, said last two courses being by the easterly sideline of the Jamaica Way, thence turning and running

N 75° 25' 23" E 173.96' to the POINT OF BEGINNING

Containing 48,625 square feet, more or less.