

**NEWTON COMMUNITY DEVELOPMENT AUTHORITY
CDBG AND HOME LOAN AGREEMENT
Coleman House Senior Housing Preservation**

TOTAL LOAN AMOUNT: \$ 1,053,593.06

HOME LOAN (HM17-06D/HM19-06D/HM20-06D/HM21-06D) \$ 641,695.06
CDBG LOAN (CD20-D1D/CD21-D1D) \$ 411,898.00

This AGREEMENT is entered into by and between **2Life Coleman Limited Partnership** (hereinafter "Subgrantee"), a limited partnership organized and existing under the laws of the Commonwealth of Massachusetts with an address of 30 Wallingford Road, Brighton, MA 02135, and the **NEWTON COMMUNITY DEVELOPMENT AUTHORITY**, (hereinafter the "NCDA") an agency organized and existing pursuant to the Chapter 705 of the Acts of 1975, and Chapter 121B of the General Laws of the Commonwealth of Massachusetts, as amended, acting by and through its Sole Member and/or designated staff but without personal liability to the Sole Member and/or the staff.

WITNESSETH THAT:

WHEREAS the City of Newton (hereinafter the "City") under the provisions of Title I of the Housing and Community Development Act, as amended, has approved a grant of Community Development Block Grant Program funds (hereinafter "CDBG Program") (CFDA 14.218) from the United States Department of Housing and Urban Development (hereinafter "HUD") to the NCDA; and

WHEREAS the City is currently authorized, under the provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, to distribute Home Investment Partnerships Program (hereinafter "HOME Program") (CFDA 14.239) funds in accordance with the terms of the HOME Program Mutual Cooperation Agreement by and between the municipalities of the WestMetro HOME Consortium ("Consortium"), and the City, dated June 26, 2013, as amended, executed pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1991; and the City has approved a grant of HOME funds to the NCDA; and

WHEREAS the NCDA is authorized to loan the Subgrantee **SIX HUNDRED FORTY-ONE THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS AND SIX CENTS (\$641,695.06)** in HOME Program funds in accordance with the terms of the Memorandum of Understanding by and between the City of Newton and the NCDA, dated November 7, 1995, as amended, and **FOUR HUNDRED ELEVEN THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS (\$411,898.00)** in CDBG Program funds for a total loan amount of **ONE MILLION FIFTY-THREE THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS AND SIX CENTS (\$1,053,593.06)**; and

WHEREAS the Subgrantee, a duly qualified limited partnership, is the owner of the property with buildings thereon known as and numbered 677 Winchester Street, Newton, MA (the "Property"), also known as the Coleman House, a senior living community; and

WHEREAS the Subgrantee has represented that it has the administrative capacity to rehabilitate and preserve the 146 low and extremely low one-bedroom rental units for senior citizens on the Property (hereinafter "the Project") in a manner that will fully comply with all CDBG and HOME Program regulations and requirements; and

WHEREAS the Subgrantee agrees to rent ninety-nine (99) units with project-based rental subsidies to households whose gross annual household incomes do not exceed 30% of the current area median income for the Boston-Cambridge-Quincy Metropolitan Statistical Area (AMI) or other statistical area designated by HUD, adjusted for family size; forty-five (45) units with Project Rental Assistance Contracts to households whose gross annual household incomes do not exceed 50% AMI; and two (2) units rent free to live-in residence managers; and

WHEREAS four (4) of the units must meet the occupancy and affordability requirements set forth in HOME Program regulation **24 CFR 92.252**, shall be designated as Low HOME Units, and shall be occupied by households with incomes that do not exceed 50% of the current area median income for the Boston-Cambridge-Quincy Metropolitan Statistical Area (AMI) or other statistical area designated by HUD, adjusted for family size for the duration of the twenty (20) year HOME Affordability Period (hereinafter the "HOME Units"); and

WHEREAS no less than one hundred forty-four (144) units must also meet the CDBG requirements set forth at **24 CFR 570** and shall be occupied by households with incomes that do not exceed 60% of the AMI for the Boston-Cambridge-Quincy Metropolitan Statistical Area or other statistical area designated by HUD, adjusted for family size (hereinafter the "CDBG Units"); and

WHEREAS the Subgrantee will place a perpetual affordable housing restriction on the Property to preserve the affordability of all one hundred forty-four (144) adaptable senior housing units at or below 60% AMI; and

WHEREAS the Subgrantee is committed to seeking operating subsidies after the expiration of its existing contracts to continue to make the one hundred forty-four (144) existing units affordable to very low and extremely low-income senior households (at or below 50% AMI).

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as stated within the General Provisions and attachments as follows:

**** GENERAL PROVISIONS ****

1. FEDERAL REGULATIONS. The provisions of **24 CFR Part 570, Community Development Block Grants** (hereinafter "CDBG Program regulations") and **24 CFR Part 92, HOME Investment Partnerships Program** (hereinafter "HOME Program regulations"), and all future amendments and revisions to the same are hereby incorporated into and made a part of this Agreement. The Subgrantee shall at all times comply with said CDBG and HOME Program regulations, and shall comply with other related federal, state and local statutes and regulations, Executive Orders, OMB Circulars, and all future revisions and amendments to the same. The Subgrantee shall review all of the foregoing requirements as applicable and shall ensure that the project complies in all respects.

2. LOW AND MODERATE INCOME BENEFIT. Subgrantee shall comply with CDBG Program regulation **24 CFR 570.208** and HOME Program regulation **24 CFR 92.254** concerning occupancy requirements for low and moderate income housing described in **Attachment B**. Upon the completion of the Project and the actual occupancy of the Property, the NCDA shall have the right to determine that the Property is occupied for the term of this Agreement by qualified low and moderate income persons.

3. ENVIRONMENTAL REVIEW. The release of funds for all CDBG-assisted projects and activities is subject to environmental review as set forth in CDBG Program regulation **24 CFR 570.604** and for all HOME-assisted projects in HOME Program regulation **24 CFR 92.352**. The NCDA shall not obligate CDBG funds prior to compliance with the provisions of CDBG Program regulation **570.604** and HOME Program regulation **92.352** and the statutes and regulations cited therein. The NCDA will conduct an environmental review in compliance with applicable regulations. Subgrantee shall assist the NCDA as needed to complete the review. NCDA shall transmit the required information to the City prior to requesting project set up in IDIS.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City, of an authority to release of funds from the U.S. Department of Housing and Urban Development under **24 CFR Part 58**. The parties further agree that the provision of any funds to the project is conditioned on the participating jurisdiction determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

a) **No Choice-Limiting Actions.** The Subgrantee is prohibited from undertaking or committing any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Violation of this provision may result in the denial of any funds under the Agreement.

1. LOAN FUNDS. The NCDA hereby agrees to loan the Subgrantee **SIX HUNDRED FORTY-ONE THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS AND SIX CENTS (\$641,695.06)** in HOME Program funds and **FOUR HUNDRED ELEVEN THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS (\$411,898.00)** in CDBG Program funds for a total loan amount of **ONE MILLION**

FIFTY-THREE THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS AND SIX CENTS (\$1,053,593.06); as stated within **Attachment A, Loan Amount and Terms** attached hereto and made a part hereof, subject to compliance by Subgrantee with all terms and conditions set forth within this Agreement.

- a) **Expenditures and Loan Project Budget.** The Subgrantee agrees that expenditures under this loan shall be limited to those costs directly related to the implementation of this loan project consistent with **Attachment A**, attached hereto and made a part hereof. Said expenditures shall meet the eligibility standards set by HUD, in its various regulations concerning the operation of the CDBG and HOME Programs. *If a nonprofit organization:* the Subgrantee shall meet the requirements incorporated into **24 CFR 92.505**, "Applicability of Uniform Administrative Requirements", and shall meet the principles and standards of cost allowability as set forth within **2 CFR Part 200**, "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards". The Subgrantee shall also comply with standards for the financial record keeping and management systems applicable as described in **Attachment C, Processing and Release of Project Funds**.
 - b) **Reversion of Assets.** In accordance with CDBG Program regulations at **24 CFR 570.503** and HOME Program regulations at **24 CFR 92.504**, once the project is complete, the Subgrantee must return any CDBG and/or HOME Program funds on hand as well as any accounts receivable attributable to the use of CDBG and/or HOME Program funds to the NCDA (CDBG funds) and the Consortium (HOME Program funds).
5. **CDBG/HOME PROJECT.** The Subgrantee shall perform and carry out the project described in **Attachment B, Project Description**, in a satisfactory manner as determined reasonably by the NCDA. The Subgrantee shall comply with the requirements of the CDBG and HOME Program regulations as applicable to the Project. The Subgrantee shall require each written agreement executed with a subrecipient or other entity to contain provisions requiring compliance with the CDBG and HOME Program regulations.
- a) **Ownership, Use and Disposition of Property.** For the duration of this Agreement as stated in **Attachment B** herein, the Subgrantee must conform with applicable property use and program provisions of CDBG regulations at **24 CFR 570.503** and HOME regulations at **24 CFR 92.252** and associated circulars and statutes. The Property, upon completion and each year thereafter for the duration of the HOME Affordability Period, must meet the property standards set forth in **§92.251**.
 - i) If at any time during the period of this Agreement the Subgrantee intends to sell or otherwise convey or convert the Property or any portion thereof to a use other than that provided for in **Attachment B** herein, the Subgrantee shall notify the NCDA 90 days in advance of such event with a request for review and approval. The NCDA shall review the proposed change of use and shall make a determination, in its sole discretion, as to whether said change is eligible and acceptable. If not so approved by the NCDA, such conveyance or conversion shall be prohibited. If any portion of the Property is conveyed or converted during the term of this Agreement without the approval of the NCDA, the NCDA shall be entitled to pursue all legal remedies available

to it, including but not limited to those set forth in **Paragraph 12. Repayment of Project Funds and Penalties.**

- ii) Should Subgrantee go out of existence, become incapable of running the program, or be merged with some other entity during the term of this Agreement, the Subgrantee shall designate another credible organization, subject to approval by the NCD, to take over the supervision, maintenance and management of the Property and see that it continues to be used for the purposes stated in **Attachment B.**

6. LEAD-BASED PAINT. The Subgrantee is responsible for ensuring that the Property complies with applicable requirements of the Lead-Based Paint Poisoning Prevention Act, **42 U.S.C. 4821, et. seq.**; Residential Lead-Based Paint Hazard Reduction Act of 1992; implementing regulations at 24 CFR Part 35 and all future revisions and amendments to the same. The Subgrantee shall also ensure that this project complies with such Lead-Based Paint regulations as may be adopted pursuant to HOME Program regulations and with the requirements of the Massachusetts Lead Paint Statute, M.G.L. c.111, §§190-199A and all future revisions and amendments to the same.

7. ASBESTOS REMOVAL. The Subgrantee is responsible for ensuring that the Property complies with applicable requirements of federal and state asbestos removal acts, and all future revisions and amendments to the same.

8. PROJECT MANAGEMENT. The Subgrantee shall perform all procedures and tasks necessary to develop, design, implement and monitor the rehabilitation development project. Delays in implementation may lead to termination and recapture of HOME Program funds as provided in **Paragraph 11. Termination.**

- a) **Procurement** The Subgrantee shall procure each construction contract in accordance with HOME Program regulations. HOME Program regulation **24 CFR 92.354** prohibits the use of debarred firms and requires certain certifications for covered subrecipient transactions consistent with **24 CFR Part 24, Subpart B.** No funds may be released for contracts which have not been procured in accordance with these requirements and certification of firm's status with the System for Award Management.
- b) **Purchase of Recycled Materials.** The Subgrantee shall comply with **the Resource Conservation and Recovery Act, Section 6002** in the design of projects and use of designated recycled items, to the extent applicable.
- c) **Energy Efficiency.** To the extent practicable, the Subgrantee should achieve an Energy Star rating for units in new construction and substantial rehabilitation projects and should purchase equipment that meets the Energy Star standard.

9. DURATION. This Agreement shall be effective as of the date it is executed by the sole member of the NCD, or his designee, and shall continue until terminated as stated herein. Project activities shall be undertaken and completed as specified by said **Attachment B** in an expeditious manner so as to ensure completion consistent with the purposes of this Agreement and with CDBG and HOME Program regulations.

10. PERFORMANCE STANDARDS. The Subgrantee shall meet periodically with the NCDA to ensure that the Subgrantee is: 1.) completing the project activities according to the Schedule outlined in **Attachment B, Project Description** and 2.) complying with all relevant local, state and federal regulations relating to the CDBG and HOME Program and the terms of this Agreement.

11. TERMINATION.

- a) **For cause.** The NCDA shall have the right to terminate this Agreement if for any reason the Subgrantee:
- i) Fails to fulfill in a timely manner the project described in this Agreement in accordance with the CDBG and HOME Program regulations and the schedule outlined in **Attachment B, Project Description**; or
 - ii) Causes or allows CDBG or HOME Program funds to be expended in violation of CDBG or HOME Program regulations, as applicable; or
 - iii) Violates any provision of this Agreement and fails to cure the same as provided in **Paragraph 12(b)**; or
 - iv) Refuses to accept conditions/directives administered by the NCDA as imposed by HUD.
- b) **Notice.** The NCDA may exercise the right to terminate this Agreement by written notice to the Subgrantee. In such case, the NCDA shall issue the notice of termination not less than 15 days prior to the effective date of such termination as stated in the notice starting with the date that the notice is issued. The notice shall be delivered to the Subgrantee by hand or by certified mail, returned receipt requested. In the event this Agreement is terminated for any reason set forth in **Paragraph 11(a), Paragraph 12. Repayment of Project Funds and Penalties** shall apply.
- c) **Cancellation.** In the event the Project is cancelled for any reason, the Subgrantee agrees to repay to the NCDA all HOME and CDBG Program funds released to the Subgrantee within such time period specified by HUD or such reasonable time period as specified by the NCDA and consistent with **Paragraph 12. Repayment of Project Funds and Penalties**.

12. REPAYMENT OF PROJECT FUNDS AND PENALTIES.

- a) **General.** In the event the Subgrantee, its agents, successors, or designees, fails to meet any HOME or CDBG Program regulation or provision of this Loan Agreement, and such failure continues after the opportunity to cure as stated in **Paragraph (b)** of this provision, then the Subgrantee shall repay to the NCDA all project funds disbursed to the Subgrantee pursuant to this Agreement as determined by the NCDA. The Subgrantee shall also comply with **Paragraph 4(b), Reversion of Assets**, above.
- b) **Opportunity to Cure.** In the event of a violation of any of the provisions of this Loan Agreement, the NCDA shall provide written notice of such violations to the Subgrantee. The notice shall describe the remedial steps to be taken by the Subgrantee and shall establish the deadline for full compliance. In the event that the Subgrantee fails to cure all such violations in the manner and within the time period stated in said notice, the NCDA shall have the right to require repayment of all CDBG and HOME Program funds disbursed to the Subgrantee pursuant to this Agreement as specified in **Paragraph 12(a)** herein.

- c) **Legal Recourse.** In the event the Subgrantee fails to cure a violation of any of the provisions of this Agreement, of a CDBG or HOME Program regulation or any other applicable regulation, and/or fails to cooperate with the NCDA in any matter pertaining to repayment, the NCDA reserves the right to take such steps as necessary in order to protect its ability to fulfill its obligations to HUD and to the Consortium, including but not limited to legal action.
- d) **Consortium Communities and NCDA to be Held Harmless.** The Subgrantee shall hold harmless and defend the NCDA, Consortium and its Members from and against all claims for repayment of CDBG and/or HOME Program project funds disbursed to the Subgrantee pursuant to this Agreement, provided that such repayment is attributable to (1) the failure of the Subgrantee, its agents, successors or designees, to comply with applicable HUD regulations, or (2) any of the provisions of this Agreement or (3) any other act or omission of the Subgrantee, its agents, successors or designees. The Subgrantee's liability shall include the amounts disbursed pursuant to this Agreement, together with any penalties assessed by HUD or the NCDA on account of the Subgrantee's use of CDBG and HOME Program funds disbursed for this project and any costs incurred by the NCDA in recovering sums owed pursuant to this paragraph, including but not limited to attorneys' fees.
- e) **Penalties.** In the event that HUD assesses penalties against the NCDA on account of the Subgrantee's use of CDBG and/or HOME Program funds pursuant to this Agreement, the Subgrantee shall be required to reimburse the NCDA and the Consortium in full for the amount of the penalties assessed.

13. AUDIT AND MONITORING.

- a) **Single Audit.** Subgrantee shall comply with **2 CFR, Part 200, Subpart F**, including completion of a single audit if Subgrantee expended federal funds in excess of \$750,000. The Subgrantee shall be responsible for the cost of all audits performed on its records and operations pursuant to this section, and the Subgrantee shall not use CDBG or HOME Program funds for any portion of the cost of such audits.
- b) **Monitoring.** At any time during normal business hours and as often as the NCDA, HUD, and/or the Comptroller General of the United States may deem necessary, the Subgrantee and/or its subrecipient shall make available all such records and documents as requested by said parties for audit and/or monitoring. The NCDA, HUD, and/or the Comptroller General may examine and make copies from such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement.
- c) **HUD Performance Reviews and Monitoring.** The Subgrantee understands that HUD may conduct performance reviews and monitoring of the NCDA as provided in CDBG Program regulations **24 CFR 570.900 – .901** and HOME Program regulations **24 CFR 92.504** in order to examine compliance with eligibility requirements and any other applicable requirement of the CDBG and HOME Programs. The Subgrantee agrees to cooperate with HUD, the NCDA and the Consortium in such reviews and monitoring and to undertake remedial action as may be required pursuant to CDBG Program regulation **24 CFR**

570.910, Corrective and remedial actions and HOME Program regulation **24 CFR 92.504, Enforcement of the Agreement.**

- d) **Monitoring by the NCDA or its Designee.** The NCDA or its designee will perform periodic monitoring of the Project. Monitoring of the Project will include, but not be limited to, construction progress and final inspections, housing quality standard inspections, annual review of compliance with income and rent requirements as outlined in **Attachment B, Project Description**, Paragraph 6, and review of compliance with the requirements of the Mortgage, Promissory Note and Declaration of Affordable Housing Covenants implemented for this Project.

14. INDEMNIFICATION. The Subgrantee shall indemnify, hold harmless and defend the NCDA, its agents and employees, from and against all claims arising from any latent or patent defects in any work performed or services provided pursuant to this Agreement and all claims, damages, losses, and expenses including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the use of HOME or CDBG Program funds disbursed pursuant to this Agreement, including claims attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Subgrantee, anyone directly or indirectly employed by the Subgrantee, or anyone for whose acts Subgrantee may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

15. INSURANCE. The property shall be insured at all times and in such amounts as deemed reasonable and prudent in accordance with standard construction practices and in compliance with **Attachment D** herein. General liability insurance protecting the Owner and the NCDA shall be written for not less than \$1,000,000 per occurrence for bodily injury to persons and not less than \$1,000,000 per occurrence for property damage. Certificates of insurance naming the NCDA and the City of Newton as “additional insureds” shall be filed with the NCDA prior to the commencement of work.

16. CONFLICT OF INTEREST.

- a) In accordance with CDBG Program regulation **24 CFR 570.611** and HOME Program regulation **24 CFR 92.356**, the procurement of property and services by the NCDA and the Subgrantee is governed by the conflict of interest provisions stated in **24 CFR 92.356** and **2 CFR 200.318**. The Subgrantee shall comply with all applicable federal and state conflict of interest rules and ensure compliance with the same by all subrecipients as defined in CDBG Program regulation **24 CFR 570.500** or other persons designated to receive CDBG or HOME funds pursuant to this Agreement. At a minimum, the Subgrantee shall make a copy of all applicable conflict of interest provisions available to all recipients of CDBG or HOME Program funds.
- b) No persons described in **Paragraph (c)** of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG or HOME Program funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or

benefits from a CDBG-assisted or HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

- c) The conflict of interest provisions of **Paragraph (b)** of this section shall apply to the following persons: any person who is an employee, agent, consultant, officer, elected or appointed official of the City of Newton, the NCDCA or of the Subgrantee.
- d) Any exceptions to the conflict of interest provisions stated or cited herein must be approved by HUD in accordance with CDBG Program regulation **24 CFR 570.611(d)** HOME Program regulation **24 CFR 92.356(d)**. The Subgrantee shall advise the NCDCA in writing as to any such exceptions granted by HUD.
- e) No Federal appropriated funds shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- f) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

17. EQUAL OPPORTUNITY. The Subgrantee shall comply with all applicable federal and state laws governing discrimination and equal opportunity. In particular, the Subgrantee shall ensure compliance with CDBG Program regulation **24 CFR 570.601 and .602** and HOME Program regulation **24 CFR 92.350** and the following statutes and executive orders pertaining to **Equal Opportunity**: Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing); Civil Rights Act of 1964, Title VI (Nondiscrimination in Federally Assisted Programs); Age Discrimination Act of 1975; Rehabilitation Act of 1973, Section 504; Exec. Order 11246 (Equal Employment Opportunity); Housing and Urban Development Act of 1968, Section 3; Exec. Orders 11625 and 12432 (Minority Business Enterprise); Exec. Order 12138 (Women's Business Enterprise).

18. FAIR HOUSING.

The Subgrantee shall affirmatively further fair housing consistent with the WestMetro HOME Consortium Affirmative Marketing Plan for the City of Newton and HOME Program regulation **24 CFR 92.351**.

Affirmative Marketing. The Subgrantee shall adopt and implement affirmative marketing procedures for the Affordable Units consistent with the requirements of the WestMetro HOME Consortium Affirmative Marketing Plan for the City of Newton and the Massachusetts Department of Housing and Community Development (DHCD) Local Initiative Program

Guidelines, as amended, in order to ensure eligibility for listing on the Massachusetts Subsidized Housing Inventory (SHI). The Subgrantee shall submit the Affirmative Marketing Plan to the NCDA and it shall be subject to review and approval by the NCDA.

19. LIENS. The Subgrantee represents that any property benefiting through installation or construction of improvements as part of the Project is free from any attachments, tax liens, mechanics liens or any other encumbrances other than existing mortgages and/or liens reviewed and approved by NCDA prior to the date of this Agreement.

20. DISPLACEMENT AND RELOCATION. In accordance with CDBG Program regulation **24 CFR 570.606** and with HOME Program regulation **24 CFR 92.353, Displacement, Relocation and Acquisition**, the NCDA shall assure that all reasonable steps to minimize the displacement of persons as a result of this Project have been taken. If displacement cannot be avoided, the NCDA will take responsibility for the preparation of all required notices to tenants, calculation of relocation assistance, etc to ensure compliance with Uniform Relocation Act and the Real Property Acquisition Policies Act of 1970. The Subgrantee shall work with the NCDA as needed to ensure compliance with **570.606** and **92.353**.

21. LABOR STANDARDS. The Subgrantee shall comply with and/or ensure compliance with all applicable state and federal labor laws and regulations, including but not limited to the Davis/Bacon Act, 40 U.S.C. 276a-5 et. seq., as applicable pursuant to the CDBG Program regulation **24 CFR 570.603** and the HOME Program regulation **24 CFR 92.354**. Compliance with said regulation shall include, but shall not be limited to maintaining all required documentation and implementing all labor compliance procedures such as: screening contractors for debarment, on-site labor interviews, pre-construction meeting and instructions, etc. The Subgrantee shall require certification as to compliance with the provisions of this paragraph as required by the NCDA pursuant to CDBG Program regulation **570.603** and HOME Program regulation **92.354**. The Davis/Bacon Act applies to CDBG funded rehabilitation projects of eight (8) or more units and HOME funded rehabilitation projects of twelve (12) or more HOME-assisted units.

22. CHANGES. In the event that changes in the Project become necessary, including but not limited to changes in funding, scope, or duration, the Subgrantee shall submit a written request for NCDA's approval of such changes. If the NCDA agrees to such changes, the changes must be approved in writing by the NCDA and incorporated into this Agreement as amendments.

23. RECORDS. The Subgrantee shall maintain all applicable records for its project(s) consistent with CDBG Program regulations **24 CFR 84.85** and **24 CFR 570.506** and with HOME Program regulations **24 CFR 92.508, Recordkeeping**. In addition the Subgrantee, upon reasonable prior notice by NCDA or the Consortium, shall make available copies of all such records as may be requested by the NCDA or the Consortium.

24. REPORTS. The Subgrantee shall cooperate with the NCDA in providing all data and information specific to its project in such formats and time frame as required by the NCDA and

HUD. The Subgrantee shall submit all data required for the Project Completion Report to the NCDA within 30 days of Project Completion.

25. Project Completion, as defined in Attachment B.

26. FAITH-BASED ORGANIZATIONS.

- a) In accordance with **24 CFR 570.200(j)** and **24 CFR 92.257**, the Subgrantee may not engage in inherently religious activities as part of this HOME and CDBG Loan unless the activities are offered separately, in time or location, from the programs or services funded by the Loan Project, and participation is voluntary for the beneficiaries of the Loan.
- b) The Subgrantee shall not, in operating the Project, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- c) HOME and CDBG Program funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. They may be used for these purposes only to the extent that those structures are used for conducting eligible activities as per **24 CFR 570.200(j)** and **24 CFR 92.257**. Where a structure is used for both eligible and inherently religious activities, CDBG and HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to the CDBG and/or HOME Project. CDBG and HOME funds may not be used for improvements to sanctuaries, chapels, or other rooms that are used as a principal place of worship.

27. ASSIGNABILITY. The Subgrantee shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written approval by the NCDA.

28. OBLIGATIONS. The NCDA shall not be obligated to grant any funds to the Subgrantee unless and until the same are received from the City (CDBG funds and the Consortium HOME Program funds). No NCDA funds are obligated under the terms of this Agreement, only such funds as are received from the City's CDBG and HOME Programs. The NCDA may be obligated to the Subgrantee only to the extent that funds are actually released from the CDBG and HOME Programs.

29. POST-COMPLETION REQUIREMENTS. Upon completion of the Project, the Subgrantee shall perform all applicable short and long-term special requirements including: compliance with housing affordability requirements (HOME Program regulations **24 CFR 92.252** and **92.504**) compliance with the **Housing Quality Standards** (HOME Program regulations **24 CFR 92.251** and **92.504**), or its successor, and the cost effective energy conservation and effectiveness standards set forth in in **24 CFR Part 39**.

- a) For the duration of the **HOME Affordability Period** set forth in **Attachment B**, following the completion of the Project activities, the Subgrantee ensures that the rents associated with all HOME-assisted units will be set at rates in compliance with the HOME regulations **24 CFR 92.252 (a)(2)(b)**.
- b) It is acknowledged and understood that households occupying HOME-assisted units whose incomes met HOME guidelines at the time of initial occupancy but whose income

later exceeds HOME guidelines may stay in their dwellings, provided (a) the rent is adjusted so that the household is paying the lesser of the amount payable by the tenant under State law or City Ordinance or 30% of the household's adjusted monthly gross income, and (b) the Subgrantee continues to verify the household's rent and income annually to the City. If the "over income" household leaves, the unit shall be rented to a household in accordance with **24 CFR 92.252**.

- c) Comply with all requirements of HOME regulations relating to rental properties, including but not limited to: annual recertification and reporting of household income, and annual review of allowable rent levels and utility allowances as established and approved by the NCDA.
- d) For the duration of the **HOME Affordability Period**, the Subgrantee shall be prohibited from charging fees that are not customarily charged in rental housing such as laundry room access fees, and other fees. The Subgrantee may charge reasonable application fees to prospective tenants, parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and fees for services such as bus transportation or meals, as long as such services are voluntary, in accordance with **24 CFR 92.504 (c)(3)(xi)**.

30. OTHER PROVISIONS/ATTACHMENTS. All other provisions are set forth within the following attachments which are hereby incorporated into this Agreement:

- Attachment A, Loan Amount and Terms
- Attachment B, Project Description
- Attachment C, Processing and Release of Project Funds
- Attachment D, Certificate of Authority
- Attachment E, State Tax Attestation
- Attachment F, Insurance
- Attachment G, Federal Funding Accountability and Transparency Act Certification
- Attachment H, City of Newton Procurement Policy for Affordable Housing Projects
- Attachment I, Section 3 Business Concern Certification
- Attachment J, Draft Declaration of Affordable Housing Covenants

31. FUNDING INSTRUMENTS USED. The Subgrantee shall use the following legal instruments, subject to the prior review and approval of the NCDA:

- HOME and CDBG Loan Agreement
- Promissory Note
- Mortgage
- Declaration of Affordable Housing Covenants

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have made this Agreement in triplicate as of the day first written above effective upon the date executed by the Sole Member of the Newton Community Development Authority.

2Life Coleman Limited Partnership

By: 2Life Coleman GP LLC, its general partner

By: 2Life Partners Inc., its sole member

BY: _____

Henry Korman,
Authorized Agent

July 27, 2021
Date

Approved as to Form

August 26, 2021

Assistant City Solicitor

Date

City of Newton Comptroller of Accounts

I certify that funds are available in the amount of \$1,053,593.06 within the following programs and projects (Vendor 17553):

\$411,898 in CDBG funds from the following accounts:

- \$69,487.77 in CD20-CD20D1D-15002020-579600 from CDBG Grant No. B-19-MC-25-0019
- \$342,410.23 in CD21-CD21D1D-15002021-579600 from CDBG Grant No. B-20-MC-25-0019

\$641,695.06 in HOME funds from the following accounts:

- \$103,046.32 in HM17-HM1706D-1600NT17-579600 from HOME Grant No. M16-DC250213
- \$194,582.63 in HM19-HM1906D-1600NT19-579600 from HOME Grant No. M18-DC250213
- \$286,690.01 in HM20-HM2006D-16002020-579600 from HOME Grant No. M19-DC250213
- \$57,376.10 in HM21-HM2106D-16002021-579600 from HOME Grant No. M20-DC250213

BY: _____

Comptroller of Accounts

NEWTON COMMUNITY DEVELOPMENT AUTHORITY

BY: _____

Sole Member

Date

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have made this Agreement in triplicate as of the day first written above effective upon the date executed by the Sole Member of the Newton Community Development Authority.

2Life Coleman Limited Partnership

By: 2Life Coleman GP LLC, its general partner

By: 2Life Partners Inc., its sole member

BY: _____
Date

Approved as to Form.

Assistant City Solicitor
August 26, 2021
Date

City of Newton Comptroller of Accounts

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- \$286,690.01 in HM20-HM2006D-16002020-579600 from HOME Grant No. M19-DC250213
- \$57,376.10 in HM21-HM2106D-16002021-579600 from HOME Grant No. M20-DC250213

BY: Regina Tegarelli 8/26/21
Comptroller of Accounts

NEWTON COMMUNITY DEVELOPMENT AUTHORITY

BY: Laney Heath August 26, 2021
Sole Member Date

**CDBG AND HOME LOAN AGREEMENT
ATTACHMENT A, LOAN AMOUNT AND TERMS**

1. LOAN. The NCDAs agree to provide funds to the Subgrantee in the amount of **SIX HUNDRED FORTY-ONE SIX HUNDRED NINETY-FIVE DOLLARS AND SIX CENTS (\$641,695.06)** in HOME Program funds and **FOUR HUNDRED ELEVEN THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS (\$411,898.00)** in CDBG Program funds for a total loan amount of **ONE MILLION FIFTY-THREE THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS AND SIX CENTS (\$1,053,593.06)** for the project described in Attachment B, Project Description, said amount to be subject to the terms of this Loan Agreement and attachments thereto.

2. LOAN TERMS.

- a) Amount and Interest Rate.** ONE MILLION FIFTY-THREE THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS AND SIX CENTS (\$1,053,593.06) at zero percent interest (0%) per annum.
- b) Term.** Twenty (20) years from the Project Completion Date.
- c) Deferral and forgiveness.** Principal and interest on the loan shall accrue, but not be due and payable until the end of the term. The loan shall be incrementally forgiven at a rate of 1/20th per year upon the issuance of the annual certificate of compliance from the City. All accrued principal and interest shall be forgiven at the end of the term provided that the provisions of this Loan Agreement, Note, Mortgage and Declaration of Affordable Housing Covenants, all of even date herewith, have been continuously satisfied.
- d) Security.** The loan shall be secured by a second mortgage on the Property and a Declaration of Affordable Housing Covenants.

**HOME AND CDBG LOAN AGREEMENT
ATTACHMENT B, PROJECT DESCRIPTION**

1. PROJECT DESCRIPTION. The proposed project consists of a complete restoration and replacement of all major building systems, renovation and reconfiguration of units including accessibility improvements, and common area renovations to create a village center for residents. The Coleman House consists of a total of 146 units (145 1-BR and 1 2-BR) for seniors (62+ years of age). 1 one-bedroom and 1 two-bedroom unit are set aside for live-in managers. 99 units are affordable to low-income households at or below 60% AMI and 45 units are affordable to very low-income households at or below 50% AMI. The Project will consist of the following unit and affordability characteristics:

Units	Affordability Level	# of Bedrooms	# of Baths	Approx. Sq ft.	Living type
99	60% of AMI	1	1	596	Apartment
45	50% of AMI	1	1	596	Apartment
1	FMR (Manager Unit)	2	1	723	Apartment
1	FMR (Manager Unit)	1	1	723	Apartment

2. LOCATION. The Property is located at: **677 Winchester Street, Newton, Massachusetts.**

3. PROJECT COMPLETION. Project Completion shall be defined as the date when the Property is in receipt of the final certificates of occupancy for all units to be created or rehabilitated by the Project or other evidence that the local building officials have approved all Project work and authorized occupancy of the Property.

4. PROJECT COMPLETION DATE. Project Completion Date shall be defined as the date upon which Project completion information has been entered in HUD’s disbursement and information system (IDIS).

5. PROPERTY STANDARDS and ACCESSIBILITY. Upon Project Completion, the Project must meet the property standards in HOME Program regulation **24 CFR 92.251**.

6. QUALIFICATIONS AS AFFORDABLE HOUSING

a) Income Targeting. The four (4) HOME Units must meet the occupancy and affordability requirements set forth in HOME Program regulation **24 CFR 92.252**. Four (4) one-bedroom units shall be designated as Low HOME Units and shall be occupied by households with incomes that do not exceed 50% of the current area median income for the Boston-Cambridge-Quincy Metropolitan Statistical Area (AMI) or other statistical area designated by HUD, adjusted for family size for the duration of the HOME Affordability

Period. **The HOME Units shall be floating units.** The Subgrantee shall provide the apartment number and street address of the HOME Units no later than the time of initial occupancy. No less than one hundred forty-four (144) units must also meet the CDBG requirements set forth at **24 CFR 570** and must be occupied by households with incomes that do not exceed 60% of the AMI for the Boston-Cambridge-Quincy Metropolitan Statistical Area or other statistical area designated by HUD, adjusted for family size.

- b) Current Household Income Limits.** The household income levels shall not exceed limits published by HUD and current at the time of initial marketing. The actual income limits are determined by HUD and published annually in the Federal Register. Current HOME Household Income Limits, effective June 1, 2021:

Number in Household	HOME Program Eligibility Limits 50% of area median income
1	\$47,000
2	\$53,700
3	\$60,400
4	\$67,100
5	\$72,500
6	\$77,850
7	\$83,250
8 or more	\$88,600

HOME Rent Limits. Rents for the four HOME Units will be set at a level that meets all of the requirements under the HOME program regulation 24 CFR **92.252**. The rents will not exceed the maximum HOME rent limits as determined by HUD. The NCDA shall provide the Subgrantee an initial schedule of HOME rents. Thereafter, the Subgrantee shall provide annual rents and occupancy status of the HOME Units to the NCDA to demonstrate compliance with **24 CFR 92.252**. The NCDA must review the submitted rents for compliance and approve or disapprove them every year. The rents shall not exceed the maximum HOME rent limits as determined by HUD.

- c) Current Maximum HOME Program Rent Limits (effective June 1, 2021) are:**

<u>Number of Bedrooms</u>	<u>Low HOME Maximum Rents</u>
1 Bedroom:	\$1,258.00

- d) HOME Affordability Period.** The four (4) HOME Units located on the Property shall remain subject to HOME affordability rules for **twenty (20) years** from the Project Completion Date. Upon completion of the twenty (20) year period, any HOME Program imposed rules, not also mandated by other programs, shall expire. The expiration of the HOME rules shall not impact restrictions placed on the units by other programs. Upon execution of this Agreement, each unit shall be subject to a Declaration of Affordable Housing Covenants in a form approved by NCDA. **Both Subgrantee and NCDA intend that the covenants placed on the HOME and CDBG Units (exclusive of the HOME provisions) shall be in effect for perpetuity.** The Subgrantee acknowledges that the

NCDCA intends to seek approval from the Commonwealth of Massachusetts, pursuant to General Laws, Chapter 184, Sections 31-33.

- e) **Maximum Per Unit Subsidy Amount:** The most current subsidy levels to be used in this project shall be calculated at the time the NCDCA approves the final development pro forma but in any event not later than the date the NCDCA requests set-up in IDIS. The proposed HOME funded subsidy levels shall not exceed limits published by HUD and shall be current at the time of set-up in IDIS. Use of HOME funds together with other Federal funds shall comply with HOME Program regulation **24 CFR 92.250(b)** and the Consortium guidelines prohibiting excessive layering of Federal funds. The current HUD limits, effective July 1, 2020, are:

<u>Unit size</u>	<u>HUD limits</u>	<u>Proposed project</u>
1 BR	\$175,742	4 units

The City is providing a total of \$641,695.06 in HOME funds for 4 HOME assisted units, or \$160,424/unit, which is below the HOME maximum subsidy limit for a one-bedroom unit. The 4 HOME assisted units also satisfy the rule requiring a greater proportion of HOME units (>2.7%) than the proportion of HOME funds (2.125%).

- f) **Project Completion Report.** Upon Project Completion, the Subgrantee shall notify the NCDCA that the Project is complete and submit a Project Completion Report, including the following information:
 - i) That the municipal Building Inspector has signed the final building permit evidencing completion of the work and has issued a certificate of occupancy for each HOME and CDBG-assisted unit; and
 - ii) Occupancy data for the HOME and CDBG assisted units, including: family size; family income; Hispanic (yes or no); Race; household type (Single, non-elderly; Elderly; Single parent; Two parents; or Other); and
 - iii) That the NCDCA has verified that all work is complete and all HOME and CDBG assisted units are fully occupied.

7. PROJECT BUDGET

HOME funds will be available for hard and soft costs of the Project allowed under **24 CFR 92.206**. CDBG funds will be available for eligible activities under **24 CFR 570.201**.

SOURCES	Amount
2Life Sponsor Note	24,830,000
HOME Consortium FY20	418,519
HOME Consortium FY21	104,021
Newton HOME (FY22)	119,156
Newton CDBG	411,898
City of Newton CPA	4,214,622
Utility Rebates	100,000
Total Sources	30,198,215

USES	Amount
Acquisition	-
Construction	
Cost of Construction	22,527,601
Contingency	2,252,760
Subtotal Construction	24,780,361
Soft Costs	
Subtotal Soft Costs	4,117,854
Developer Overhead	1,300,000
Total Uses	30,198,215

8. **PROJECT TASKS and SCHEDULE.** The Subgrantee shall endeavor to complete the Project described in this attachment by the following target dates.

February 2021	Completion of Construction Documents and Bidding
March 2021	Start Relocation in Preparation for Construction
July 2021	Anticipated Construction Start
July 2023	Anticipated Construction Completion

a) Notwithstanding the above, and in accordance with **The Consolidated and Further Continuing Appropriations Act of 2012 (P.L. 112-55)**, the Project must have completed all necessary construction work and receive a certificate of occupancy or other local certification indicating that construction has been completed and the Project is ready for occupancy within 30 months, or by prior written approval, but in any event no later than four years from the Commitment of HOME funds. If the Project is not completed within this timeframe, the Project will be considered “involuntarily terminated before completion” and the Subgrantee shall repay to HUD all HOME funds invested in the Project.

9. **DEVELOPMENT TEAM.** 2Life Development Inc. will manage the development of the subject property. The NCDA retains the right to approve any proposed changes to the current development team.

10. **MANAGEMENT.** 2Life Coleman Limited Partnership will own and 2Life Communities Services Inc. will manage the subject property. Any changes in the current management structure, such as hiring an outside management agent, shall be subject to the prior written approval of the NCDA.

HOME AND CDBG LOAN AGREEMENT
ATTACHMENT C, PROCESSING AND RELEASE OF PROJECT FUNDS/DESCRIPTION OF WORK

1. DISBURSEMENT OF FUNDS. The Subgrantee may not request disbursement of funds under the Agreement until the funds are needed for the payment of eligible costs incurred not more than 24 months before the Effective Date of this Agreement. The amount of each request must be limited to the amount needed. The Subgrantee may requisition for costs authorized under this Agreement, as specified in **Attachment A, Loan Amount and Term**, consistent with the disbursement procedure set forth in **Paragraph 6**, below.

3. DESCRIPTION OF WORK. Subgrantee agrees to use the HOME funds to assist with the rehabilitation and soft costs directly related to the Project. CDBG funds shall be used to pay for tenant relocation soft costs.

3. QUALITY OF WORK. All work shall be performed in accordance with the regulations of the U.S. Department of Housing and Urban Development and all applicable local and state codes. In connection with the foregoing, Subgrantee shall direct its contractor(s) to:

- a) Perform all labor in a workmanlike and professional manner; and
- b) Use new materials for the work unless otherwise approved by NCDA.

4. INSPECTION. Subgrantee shall make the Project available for inspections by the NCDA, or any public authority such as the fire department, upon reasonable advance notice. If any work is partially or wholly inaccessible for purposes of inspection, NCDA shall have the right to require Subgrantee to exhume and display such work, as necessary to carry out proper inspection, at Subgrantee's sole expense.

5. PERMITS. Subgrantee shall acquire, at its expense, all requisite permits and licenses for the performance of the work hereunder.

6. DISBURSEMENT PROCEDURE.

a) **Invoice.** The Subgrantee shall prepare an invoice using forms approved by the NCDA, under the Subgrantee's letterhead with an authorized signature.

b) **For projects involving construction**, the detailed application for payment, broken down by applicable cost categories/trades area, shall be prepared and signed by the contractor and architect and verified by the Subgrantee or its designee. The application for payment shall also include partial and/or final lien waiver certifications and releases, as applicable. If this document and the invoice are in order, the Subgrantee shall approve the invoice and forward them to the NCDA under the Subgrantee's letterhead.

c) **Requisitions for HOME and CDBG funds.** After review and approval of the Subgrantee invoice, the NCDA will prepare separate requisitions for HOME and CDBG funds, using standard procedures. Incomplete requisitions or requisitions not in full conformance with HOME or CDBG Program regulations will be returned to the Subgrantee. After review and

approval, the NCDA will process the requisition for payment through its accounts payable system. The A/P cycle takes approximately 15 days, provided all approvals for a requisition are in place by Wednesday of a typical workweek. It is anticipated that payees will be the Subgrantee and/or the Subgrantee's designated contractors, vendors and subrecipients.

- d) Notwithstanding the foregoing, no funds should be disbursed for rehabilitation or construction purposes until the Subgrantee has executed a not-to-exceed guaranteed price contract and a building permit has been granted for the Project. HOME funds will be disbursed for project-related soft costs if said costs were incurred not more than 24 months before the date of this CDBG and HOME Loan Agreement.
- e) **Release of checks.** When released by the NCDA, checks will be transmitted to the designated payees by mail. The NCDA reserves the right to hold release of the final project payment, pending satisfaction of all terms of this Agreement.
- f) **Withholding of HOME and CDBG Funds (Retainage Requirement):** Five percent, or \$20,594.90 of the total CDBG Funds and five percent, or \$32,084.75 of the total HOME Funds under this Agreement shall be withheld and will be released only after the documentation of occupancy and the Project Completion Report of all CDBG- and HOME-assisted units has been received and approved by NCDA. The final release of funds is also contingent upon the recording of the Affordable Housing Covenants and/or Regulatory Agreement at the Middlesex South District Registry of Deed. A draft of which is attached hereto as **Attachment J**.
- g) **Developer Fee.** The Subgrantee may invoice for the budgeted developer fee on a pro-rata basis upon issuance of each unit's certificate of occupancy.

7. FINANCIAL RECORDKEEPING REQUIREMENTS.

- a) **General.** The Subgrantee must have financial management systems conforming to **2 CFR Part 200 Subpart D – Post Award Requirements**.
- b) **Financial records.** The Subgrantee shall at minimum have a cash receipts register and cash disbursements register for HOME and CDBG Program funds. All HOME and CDBG Program funds and transactions must be clearly identifiable. Copies of checks issued with HOME and CDBG Program funds must be forwarded to the NCDA as requested. Subsidiary records shall be maintained for each contract signed and shall, at minimum, include contract price, dates and amounts of payments and running balance. The Subgrantee agrees to provide such financial reports and additional source documentation and to comply with such reasonable additional financial control procedures as may be required by the NCDA.

**HOME AND CDBG LOAN AGREEMENT
ATTACHMENT D, CERTIFICATE OF AUTHORITY**

SEE ATTACHED

**HOME AND CDBG LOAN AGREEMENT
ATTACHMENT E, STATE TAX ATTESTATION**

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS, EFFECTIVE JULY 1, 1983
REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

A T T E S T A T I O N

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

By: _____

**Social Security Number or EIN
(Volun. or Mand. if Applicable)

Date: _____

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G. L. C. 62C, S. 49A.

**HOME AND CDBG LOAN AGREEMENT
ATTACHMENT F, INSURANCE**

1. GENERAL. The Subgrantee, and contractors and subcontractors engaged by the Subgrantee, its agents, or designees to perform HOME AND CDBG Program-assisted projects shall, at all times, be required to maintain insurance coverage consistent with the character of the project. Each certificate of insurance as required herein shall name the NCDA as an additional insured party. Each policy and certificate shall provide for at least twenty (20) days notice of cancellation or termination to the NCDA. Certificates shall be provided to the NCDA by the Subgrantee at the time of execution of this Agreement and thereafter immediately upon demand. All renewal certificates shall be delivered to the NCDA at least thirty (30) days before expiration of the existing policy.

The following coverage will be required at the minimum amounts indicated below:

WORKMENS' COMPENSATION EMPLOYERS LIABILITY	Statutory coverage \$100,000 Coverage B
COMPREHENSIVE GENERAL LIABILITY BODILY INJURY	\$500,000 each occurrence \$1,000,000 aggregate
PROPERTY DAMAGE	\$500,000 each occurrence \$1,000,000 aggregate

NOTE: The Comprehensive General Liability policy must include coverage for:

- * Independent contractor's liability
- * Products and completed operations liability for a period not less than one year following completion of the contract.
- * Broad form property damage liability
- * X (Explosives), C (Collapse), and U (Underground) hazards liability, if applicable
- * Personal injury liability for all coverage
- * Contractual liability

2. PROFESSIONAL LIABILITY. The Subgrantee shall ensure that all engineers and architects engaged by the Subgrantee in any and all aspects relative to the project identified in **Attachment B, Project Description** shall carry the following minimum amounts of insurance:

PROFESSIONAL LIABILITY (Errors/Omissions)	\$1,000,000 each occurrence \$1,000,000 aggregate
--	--

3. PROPERTY INSURANCE.

- a) **Construction Phase.** No later than 15 days prior to commencement of any rehabilitation and thereafter until construction is completed, Subgrantee shall provide evidence of

Builder's Risk insurance covering the Property. Said insurance will be in such amounts as deemed reasonable and prudent in accordance with standard construction practices and consistent with this Attachment, subject to the approval of the NCDA, which approval shall not be unreasonably withheld.

b) [Reserved]

c) Hazard Insurance. Subgrantee shall keep the property continuously insured against damages resulting from hazards by maintaining an adequate extended coverage policy. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following loss to the Property, any proceeds payable to Subgrantee are hereby assigned and shall be paid to the NCDA for application to the sums secured by the subject Mortgage and Promissory Note, with any excess to be paid to Subgrantee.

d) [Reserved]

e) Restoration or Repair of Property. In the event of fire, hazard or other similar occurrence resulting in the partial or total loss of the Property, Subgrantee shall restore the property unless Subgrantee and the Authority determine that it is impossible or impractical to do so.

ATTACHMENT G
Federal Funding Accountability and Transparency Act (FFATA) REPORT

The Federal Funding Accountability and Transparency Act (FFATA) was signed into law on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website.

A. SUBGRANTEE INFORMATION

Name of HOME SUBGRANTEE: _____

Name of Project/Activity:

Data Universal Number System (DUNS)
Number: _____

A DUNS number is a unique nine-character identification number provided by the commercial company Dun & Bradstreet (D&B). If your business/organization does not already have a DUNS number, the process to request a DUNS number takes about 10 minutes and is free of charge. Call D&B at 866-705-5711 or for persons with a hearing impairment, the TTY number is 866-814-7818.

B. CERTIFICATION OF SUBGRANTEE

Question 1(a): In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

YES _____ NO _____

Question 1(b): Does the public have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES _____ NO _____

If the answers to question #1(a) and #1(b) are both yes, proceed to question #2. If the answers to question #1(a) and #1(b) are no, proceed to Section C of this form.

Question 2: List the names and total compensation of the five most highly compensated officers of the entity:

OFFICER	NAME	COMPENSATION
OFFICER 1		
OFFICER 2		
OFFICER 3		
OFFICER 4		
OFFICER 5		

C. CERTIFICATION OF SUBGRANTEE

Officer and representative of: _____
 Name of Subgrantee

Address: _____

Telephone Number: _____

On behalf of the Agency/Company, I hereby certify that the above information is true and accurate and is reported fully as required by the contract for this HOME and CDBG assisted project. It is further understood that any payment from the WestMetro HOME Consortium and City of Newton for this project cannot be made until this report is submitted to the City of Newton.

 Name and Title of the Authorized Representative
 (print or type)

 Signature of Authorized Representative Date

FOR STAFF USE ONLY

Date of Contract:

Fiscal Year of Funds Used:

Contract Amount:

Contract/Project Number:

ATTACHMENT I

SECTION 3 FEDERAL ENTREPRENEURIAL AND LOCAL OPPORTUNITY PROVISIONS (SECTION 3 CLAUSE AND PLAN)

Recipients of Community Development Block Grant and/or HOME projects exceeding **\$200,000** and where the contractor or subcontractor is contractually obligated in excess of **\$100,000**, are required to submit a Section 3 Plan prior to construction start, and a Section 3 Final Report with the last requisition, in compliance with the regulations of 24 CFR 135 and Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u. These regulations state that preference must be given in employment and training opportunities to lower-income project area residents and that subcontracts be awarded to eligible Section 3 businesses.

SECTION 3 REQUIREMENTS

Policy

The City maintains an affirmative posture regarding employment opportunities for low- and moderate-income residents in connection with Community Development Program sponsored projects and encourages the hiring of such persons for new trainees, apprentices or regular positions which may become available as a result of such projects. In addition, the City maintains a similarly affirmative posture with regard to opportunities for eligible businesses doing project-related work.

Each, recipient, contractor and subcontractor must make a good faith effort to meet these same objectives with regard to both business and employment opportunities in connection with Community Development Program sponsored work.

Bidding Procedure

All bidders should carefully read the following Section 3 requirements and Section 3 Clause and be aware of the filing and reporting procedures contained therein.

The successful bidder, after contract award and prior to contract execution, will be required to complete and submit the following Section 3 Plan.

This same procedure will apply to any subcontract over \$100,000 awarded as a result of the receipt of the contract. No subcontract can be awarded unless the subcontractor's Section 3 Plan has been approved by the City.

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the “Section 3 Clause”):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

C. In accordance with the requirements of 24 CFR 75.19, the Contractor agrees to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations that the Contractor shall ensure that employment and training opportunities arising in connection with the Section 3 Project are provided to Section 3 Workers within the Newton area where the Section 3 Project is located. Where feasible, priority for opportunities and training described in this section should be given to: Section 3 Workers residing within the Newton area and/or the neighborhood of the project, and Participants in YouthBuild Programs. The Contractor further agrees to the greatest extent feasible and consistent with existing Federal, state and local laws and regulations, that priority contracting opportunities should be given to Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the service area of the neighborhood of the project, and YouthBuild Programs.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The Contractor will post copies of a notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the bench marks for labor hours worked by Section 3 Workers and Targeted Section 3 Workers, and availability of any labor positions, apprenticeships, and training positions and the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

E. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

F. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 PLAN

Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the City of Newton, Massachusetts, hereinafter called the Section 3 Project Area, and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the City of Newton.

_____, Recipient, agrees to implement the following specific steps directed at increasing the utilization of Section 3 Residents and Section 3 Business Concerns within the City of Newton, Massachusetts.

- A.** To attempt to recruit from within the City of Newton the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and/or community organizations and public or private institutions operating within or serving the project area.
- B.** To fill vacant training positions with the maximum number of lower income Project area residents.
- C.** To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- D.** To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
- E.** To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- F.** To document utilization of Section 3 Employees on the covered project by having new employees, (including those of all subcontractors) from the Project Area, complete the Section 3 Income Worksheet.
- G.** To complete a Section 3 Utilization Report prior to final payment for the covered project. This report will list all Section 3 Employees documented on the Section 3 Income Worksheets.
- H.** To maintain any records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above steps have been taken.

Numeric Goals

_____, Recipient, will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section.

The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

- 1. 30 percent of the aggregate number of new hires/training opportunities shall be Section 3 residents.

Number of Section 3 jobs and/or training opportunities anticipated _____

- 2. *10 percent of the total dollar amount of all covered construction contracts/subcontracts shall be awarded to Section 3 business concerns.*

Number of Section 3 business concerns expected to be hired _____

- 3. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

Number of non-construction Section 3 business concerns expected to be hired ____

As officer and representative of: _____

(Name of Recipient)

On behalf of the Company, I have read and fully agree to the Section 3 Plan, and become a party to the full implementation of this program.

Name and Title of the Authorized Representative (print or type)

Signature of Authorized Representative

Date

DEFINITIONS

Applicant – Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Section 3 Business Concern – a business concern,

- 1) That is 51 percent or more owned by Section 3 resident: or
- 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Contractor - any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

HUD Youthbuild Programs – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Low-income person – families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Very low-income person – families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

Metropolitan Area – a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

New Hires – full-time employees for permanent, temporary or seasonal employment opportunities.

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Covered Assistance –

- 1) public housing development assistance provided pursuant to Section 5 of the 1937 Act;

- 2) public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Covered Contracts – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD’s procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Section 3 Covered Project - the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Resident – a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.



CITY OF NEWTON, MASSACHUSETTS
Department of Planning and Development



Ruthanne Fuller
Mayor

SECTION 3 BUSINESS CONCERN CERTIFICATION

It is the policy of the City of Newton to utilize Section 3 residents and Section 3 businesses on projects that are partially or wholly funded with monies from the Department of Housing and Urban Development (HUD). Please complete the sections below for determination as a Section 3 Business Concern.

1. Business Information:

Company Name: _____
Street Address: _____
City, State, Zip: _____
Work Phone: _____
Email: _____
Business Website: _____
Describe the business's trade or services: _____
Contact Name: _____

2. Section 3 Status (check one category):

- A. Business claims status as a Section 3 resident-owned enterprise whereby 51% or more of the company is owned by Section 3 Residents.**
Choose one of the following options as evidence of status for each owner:
 - Copy of public housing lease
 - Copy of receipt of public assistance
 - Copy of evidence of participation in a public assistance program
 - Section 3 Resident Certification and Federal Tax Return

- B. Business claims Section 3 status by subcontracting 25 percent of the dollar award to qualified Section 3 Business Concerns:**
Attach both of the following documents as evidence of status:
 - List of subcontracted Section 3 business concerns and subcontract amount
 - Section 3 Business Concern Certification for eligible subcontractors

- C. Business claims Section 3 status as at least 30 percent of its permanent, full-time employees are currently Section 3 residents or were Section 3 eligible residents within 3 years of the date of first employment with the business:**
Attach the following applicable documents as evidence of status:
 - List of all employees, include length of employment
 - List all employees claiming Section 3 Resident status
 - Section 3 Resident Certifications for employees claiming Section 3 Resident status

- D. Business does not qualify as a Section 3 Business Concern.**

Housing and Community Development Division
1000 Commonwealth Avenue, Newton, Massachusetts 02459-1400
Telephone (617) 796-1120 Telefax (617) 796-1142 TDD/TTY (617) 796-1089
www.newtonma.gov

3. Business Verification

For businesses that checked 2A, 2B or 2C, please provide documentation on the business structure and current standing.

Type of Business:

- Corporation/LLC – submit copy of Articles of Incorporation and Certificate of Good Standing
- Partnership/LLP – submit Partnership Agreement and Certificate of Good Standing
- Sole Proprietorship – submit Assumed Business Name Certificate/DBA
- Other- submit supporting documentation

4. Affidavit

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief. I agree to provide, upon request, additional documents verifying the information submitted to qualify as a Section 3 Business Concern.

Owner Signature

Date Print Name and Title

Print Name and Title



CITY OF NEWTON, MASSACHUSETTS

Department of Planning and Development

Ruthanne Fuller
Mayor



SECTION 3 RESIDENT CERTIFICATION
For New Hires, Current Employees or for Residents Seeking Employment

Individuals residing in the City of Newton or within the Boston-Cambridge-Quincy Metropolitan Statistical Area who meet the income limits set forth below, can qualify for Section 3 Resident status (see map on page 2). Additionally, residents of public housing developments qualify as Section 3 residents.

I, _____, the undersigned certify, under penalty of law, as follows:

1. My permanent address is:
Street Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

2. I do do not reside in public housing.
If you do reside in public housing, list the name of the public housing community, city and state:

3. The total number of individuals in my family living in the household is: _____

4. Find your family size in the table below. Is your family income equal to or less than the income listed below that box?
 YES, my family income is equal to or below the income limit for my family size.
 NO, my family income is greater than the income limit for my family size.

FAMILY SIZE	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
INCOME LIMIT	\$54,750	\$62,550	\$70,350	\$78,150	\$84,450	\$90,700	\$96,950	\$103,200

5. My employment status is (*check all that apply*):
 I am currently employed with the following employer: _____
My trade category is (*choose one*):
 Office/Clerical Professional Technician
 Construction (*list specific trade*) _____
 Other (*explain*) _____

My hire date: _____
Average number of hours worked per week: _____

I am in a training program. List employer: _____
Average number of hours of training per week: _____

I am seeking preference in training and employment opportunities.

6. I understand that the information above relating to my residency, the size and annual income of my family may require verification. Upon request, I agree to provide documents verifying this information. The City of Newton reserves the right to request and obtain additional information to verify Section 3 resident eligibility. I also authorize my employer to release this information for the United States Department of Housing and Urban Development, the City of Newton, and the prime and/or subcontractors to verify my status as a Section 3 Resident. I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature

Print Name

Boston-Cambridge-Quincy MSA



City of Newton Use Only

1. Does the applicant reside in public housing? Yes No
- 2A. Does the applicant reside within the Boston-Cambridge-Quincy MSA? Yes No
If yes, list county: _____
- 2B. Does the applicant meet the income requirements? Yes No
3. Does the applicant qualify as a Section 3 resident? Yes No
(has the applicant replied yes to #1 or yes to both #2A and #2B?)

Housing and Community Development Division | 1000 Commonwealth Avenue, Newton, Massachusetts 02459-1400
Telephone (617) 796-1120 Telefax (617) 796-1142 TDD/TTY (617) 796-1089
www.newtonma.gov



Ruthanne Fuller
Mayor

CITY OF NEWTON, MASSACHUSETTS
Department of Planning and Development



SECTION 3 UTILIZATION REPORT

Name of Project: _____

Reporting Period: _____

A. SECTION 3 EMPLOYEE INFORMATION

This section should include employee information from the prime contractor and all subcontractors whose portion of contract is \$100,000 or greater.

<i>Job Category</i>	<i>Number of New Hires</i>	<i>Number of New Hires that are Sec. 3 Residents</i>	<i>Number of Trainees that are Sec. 3 Residents</i>
Professionals			
Technicians			
Office/Clerical			
Construction Trade:			
Construction Trade:			
Construction Trade:			
Construction Trade:			
Construction Trade:			
Construction Trade:			
Other:			
Other:			
TOTALS			

Please attach to this report Section 3 Resident Certifications for each new hire.

B. CONTRACTING INFORMATION

This section should cover all construction and non-construction contracts and subcontracts associated with the project.

Construction Contracts

Total dollar amount of construction contract:	\$
Total dollar amount of the contract that has been awarded to Section 3 Business Concerns, including the prime contractor:	\$
Total number of Section 3 Business Concerns receiving subcontracts:	

Non-Construction Contracts

Total amount of non-construction contracts awarded from the contract:	\$
Total amount of non-construction contracts that have been awarded from the contract to Section 3 Business Concerns:	\$
Total number of Section 3 Business Concerns receiving non-construction contracts:	

C. SECTION 3 COMPLIANCE

Using the information reported in sections A and B, please determine whether Section 3 compliance has been met.

GOAL 1. 30 percent of the aggregate number of new hires/training opportunities shall be Section 3 Residents.

Total Number of New Hires and Trainees that are Sec. 3 Residents $\frac{\boxed{}}{\boxed{}} = \boxed{}\%$

Total Number of New Hires and Trainees:

- Compliance was: achieved
 not achieved
 not applicable- no new hires or trainees

GOAL 2. 10 percent of the total dollar amount of all covered construction contracts/subcontracts shall be awarded to Section 3 Business Concerns.

Total Dollar Amount of Contracts/Subcontract from Section 3 Business Concerns $\frac{\boxed{}}{\boxed{}} = \boxed{}\%$

Total Contract Amount:

- Compliance was: achieved
 not achieved
 not applicable- no contracts/subcontracts awarded

**DIRECTIONS FOR COMPLETION OF THE
SECTION 3 UTILIZATION REPORT**

1. Determine if there has been Section 3 participation in the construction project.
 - a. If you hire new employees who reside in the Project area or reside in public housing during the contract period, have them complete the Section 3 Resident Certification and return it to you. If the new employee indicates that they are below the income threshold for their family size, then they are considered Section 3 eligible.
 - b. Distribute copies of the Section 3 Business Concern Certification and the Section 3 Resident Certification to all subcontractors you engage for the project. The subcontractor should complete the Section 3 Business Concern Certification. Instruct the subcontractor to have any new employees they hire who reside in the Project area or reside in public housing complete the worksheet and have the subcontractor return the forms to you.

2. Retain all Section 3 Business Concern Certifications and Section 3 Resident Certifications with your project records and submit copies of these forms with your Final Utilization Report.

3. Complete Part A of the Section 3 Utilization Report.
 - a. Enter project name and contract duration.
 - b. Enter the number of new employees by job category that were hired by the prime contractor and all subcontractors for the project.
 - c. Enter the number of Section 3 Employees by job category that were utilized by the prime contractor and all subcontractors on the project.
 - d. Enter the number of Section 3 residents that were trained in connection with this project.
 - e. Total the numbers for each column at the bottom of the table.

4. Complete Part B of the Section 3 Utilization Report.
 - a. Report the total construction contract amount.
 - b. Report the number of Section 3 Businesses used and dollar amount of those contracts
 - c. Report information for non-construction contracts

5. Complete Part C of the Section 3 Utilization Report.
 - a. Of all new hires, determine percentage of Section 3 Residents hired.
 - b. Of all construction subcontracts, determine percentage of Section 3 Business Concerns used
 - c. Of all non-construction subcontracts, determine percentage of Section 3 Business Concerns used

6. Complete Part D of the Section 3 Utilization Report.
 - a. List the name, address and telephone number of your company.
 - b. Print or type name and title of authorized company representative.
 - c. Have an authorized representative sign and date the report.

REMEMBER: Final payment will not be released until a Section 3 Utilization Report is submitted to the City of Newton's Planning and Development Department.

ATTACHMENT J

DECLARATION OF AFFORDABLE HOUSING COVENANTS

SEE ATTACHED

Middlesex South Registry of Deeds
Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 200768
Document Type	: COV
Recorded Date	: September 09, 2021
Recorded Time	: 11:01:59 AM
Recorded Book and Page	: 78657 / 10
Number of Pages(including cover sheet)	: 28
Receipt Number	: 2715081
Recording Fee	: \$105.00

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

DECLARATION OF AFFORDABLE HOUSING COVENANTS

DATE: As of September 9, 2021

GRANTOR:	2Life Coleman Limited Partnership
PROPERTY NAME:	Coleman House,
TOTAL NUMBER OF UNITS:	146
TOTAL NUMBER OF RESTRICTED UNITS:	144
NUMBER OF LOW INCOME UNITS (60% AMI)¹:	144
NUMBER OF HOME ASSISTED UNITS:	4
NUMBER OF CDBG ASSISTED UNITS:	144

PROPERTY ADDRESS: 677 Winchester Street
 Newton, Massachusetts

AFFORDABILITY TERM: Perpetual

This Declaration of Affordable Housing Covenants (this "Restriction") is granted by the undersigned Grantor, 2Life Coleman Limited Partnership, a Massachusetts limited partnership having a mailing address at c/o 2Life Communities Inc. at 30 Wallingford Road, Brighton, MA 02135 and owner in fee simple of property known as Coleman House, located at 677 Winchester Street in Newton, Massachusetts, acting by and through its Authorized Representative pursuant to a Certificate of Vote recorded herewith (the "Owner"), for the benefit of the Newton Community Development Authority (the "NCDA") an agency organized and existing pursuant to Chapter 705 of the Acts of 1975 and Chapter 121B of the General Laws of the Commonwealth of Massachusetts, as amended, having a mailing address of Newton City Hall, 1000 Commonwealth Avenue, Newton, Massachusetts, 02459; and the City of Newton, a municipal corporation organized and existing under the laws of The Commonwealth of Massachusetts, acting by and through the Director of Planning & Development, having a mailing address at c/o Department of Planning and Development, City of Newton, 1000 Commonwealth Avenue, Newton, Massachusetts, 02459 (the "City").

WHEREAS, the Owner intends to rehabilitate and restore the Property, as described in EXHIBIT A attached hereto ("the Property"), in order to preserve its existing use as an affordable senior housing facility (the "Project"); and

WHEREAS, the Owner intends the Project to preserve and make adaptable the one hundred

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

Property: 677 Winchester Street Newton, MA

forty-six (146) existing units, of which one hundred forty-four (144) units shall be affordable to Low Income Individuals and Families (at or below 60% of the area median income (AMI) for the Boston-Cambridge-Quincy Metropolitan Statistical Area or other statistical area designated by HUD, adjusted for family size) and two (2) units shall be reserved for live-in resident manager units; and

WHEREAS, the consideration for this Declaration of Affordable Housing Covenants is a Loan to the Owner from the Newton Community Development Authority, which is evidenced by a promissory note and secured by a mortgage of the Property of even date recorded herewith, and a Community Preservation Act Program (CPA) Grant to the Owner from the City; and

WHEREAS, as a condition of the Loan and Grant, the Owner has agreed that this Restriction be imposed upon the Property as a covenant running with the land and binding upon any of its successors and permitted assigns, exclusively for the purpose of ensuring retention of housing for occupancy by low- and moderate-income individuals and households.

The terms of this Restriction authorized by Massachusetts General Laws, Chapter 184, §§31-33 and otherwise by law, are as follows:

1. Purpose. The purpose of this Restriction is to ensure that the Property will be retained as affordable housing for occupancy by low- and moderate-income senior households as defined by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) as set forth in 24 CFR 570 and HOME Investment Partnerships (HOME) Programs as set forth in 24 CFR 92.252. This Restriction 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 Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for this Restriction to constitute deed restrictions and covenants running with the land 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 ensure that this Restriction runs with the land. The Owner represents and warrants that all persons having any interest in the Project, including without limitation the holders of all outstanding mortgages of the Property other than the Permitted Encumbrances, have consented to this Agreement and subordinated their interests in the Property to this Agreement.

2. Covenants. The Owner intends, declares and covenants on behalf of itself, its successors and assigns that these covenants, agreements, and restrictions are not merely personal covenants of the Owner and shall run with the land and shall bind the Owner, its successors and assigns and inure to the benefit of the NCDA and the City and its successors and assigns.

3. Term. For the maximum duration permitted by law with the approval of the Commonwealth of Massachusetts, pursuant to General Laws, Chapter 184, Sections 31-33, and in the event such approval is not given, for a period of fifty (50) years from the date of this Restriction and for such further time thereafter (up to ninety-nine (99) years) as this Restriction may be lawfully extended (including without limitation extensions permitted under General Laws, Chapter 184, Section 27-

30), the property shall be maintained as affordable housing as defined in paragraph 1 above. The Owner acknowledges that it has received assistance from the NCDA and the City and that this Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

4. Completion Date. The date on which all required Certificates of Occupancy for the rental units on the Property are issued by the City of Newton Inspectional Services Department and the Owner has provided written notification to the NCDA and the NCDA has verified that all units are fully occupied, as provided in the CDBG and HOME Program Loan Agreement of even date between the NCDA and the Owner. If the units receive Certificates of Occupancy and are occupied on different dates, then the Completion Date shall be the date of occupancy of the unit that is occupied last.

Use Restrictions. The Property shall be reserved and used for the Permitted Uses and for no other purpose. The Restricted Units shall include at least 144 one-bedroom units located at the Property. One hundred forty-four (144) of the Restricted Units shall be deemed to be assisted under the CDBG Program ("CDBG Assisted Units"). Four (4) of the Restricted Units shall be deemed to be assisted under the HOME Program ("HOME Assisted Units") provided that certain of the provisions of the HOME Program may cease to be effective 20 years after the completion of the Project (the "HOME Term") as more fully set forth in the Loan Agreement between the Owner and NCDA. The expiration of the HOME Term shall not impact the affordability period placed on the Restricted Units by any other programs. If during the Term the owner seeks to recapitalize the project and an appraisal is required, the NCDA and the City may consider a request by the owner to modify the affordability restriction so long as the request a) does not propose to decrease the term of the restriction which is in perpetuity or b) does not increase the maximum income limit beyond 100% AMI. Any such modification to the affordability restriction shall require approval of the Newton Community Preservation Committee, City Council and Mayor. The Owner shall construct and operate the Project in accordance with the plans and specifications, financial projections, and marketing and management plans approved by the NCDA. Each unit in the Project shall contain complete facilities for living, sleeping, eating, cooking, and sanitation that are to be used on other than a transient basis. Each unit shall comply with all applicable federal, state and local health, safety, building, environmental and other laws, codes, ordinances and regulations, including without limitation those relating to the operation of adaptable and accessible housing for the disabled, those relating to the removal of lead-based paint and other environmental hazards, and the housing quality standards set forth in the HUD regulations at 24 C.F.R. § 982.401 or any successor thereto. Throughout the term hereof, the Owner shall maintain the Property and the Improvements in good, safe and habitable condition in all respects and in full compliance with all applicable laws, by-laws, rules and regulations of any governmental (or quasi-governmental) body with jurisdiction over matters concerning the condition of the Property.

6. Owner's Warranties and Representations. During the term of this Restriction, as defined in paragraph 3, beginning on the first date on which any Units receive Certificates of Occupancy issued by the City of Newton and continuing for the balance of the Affordability Term, the Owner shall comply with the following requirements:

A. **Occupancy Restrictions.** The Owner shall provide one hundred forty-four (146) units of rental housing at the Property, of which one hundred forty-four (144) units shall be rented at affordable rents to low- and moderate-income individuals or households, as defined by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) as set forth in 24 CFR 570 and HOME Investment Partnerships (HOME) Programs as set forth in 24 CFR 92.252, whose incomes do not exceed 60% of the area median income (AMI) for the Boston-Cambridge-Quincy Metropolitan Statistical Area or other statistical area designated by HUD, adjusted for family size.

- a. **Low Income Units.** At least 144 of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Low Income Families ("Low Income Units"). The monthly rent charged to a Family occupying a Low Income Unit shall be one-twelfth of thirty percent (30%) of sixty percent (60%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds sixty percent (60%), but does not exceed eighty percent (80%) of the Family-size Adjusted AMI, shall continue to be treated as a Low Income Family and the foregoing maximum rent shall continue to apply to such Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and must pay as monthly rent the Over-income Rent.
- b. **HOME Assisted Units.** Four (4) of the Low Income Units of the types shown on Exhibit C attached hereto shall be designated as floating HOME Assisted Units and shall be leased exclusively to Very Low Income Families. The monthly rents charged to a Family occupying such HOME Assisted units shall be set at a level that meets all of the requirements under the HOME program regulation 24 CFR 92.252 and shall not exceed the lesser of Fair Market Rent or an amount equal to (x) one-twelfth of thirty percent (30%) of fifty percent (50%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family or (z) the comparable market rent for the Family's Unit ("Low HOME Rent"). A Family who resides in a HOME Assisted Unit, who qualified as a Very Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds fifty percent (50%), but does not exceed eighty percent (80%), of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, be treated as a Low Income Family, and must pay as monthly rent the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of sixty five percent (65%) of the Bedroom Adjusted AMI (minus, if applicable, an allowance established by the

Holders for any utilities and services [excluding telephone] to be paid by the occupying Family) or (z) the comparable market rent for the Family's Unit. The NCDA shall provide the Owner an initial schedule of HOME rents and utility allowances and shall update the allowances annually. Thereafter, the Owner shall provide annual rents and occupancy status of the HOME Units to the NCDA to demonstrate compliance with 24 CFR 92.252. The NCDA must review the submitted rents for compliance and approve or disapprove them every year.

- B. The Owner represents warrants and covenants that the determination of whether a resident meets the income requirements set forth herein shall be made by Owner at the time of the leasing of the units and thereafter at least annually on the basis of the current income of such resident. The Owner shall maintain as part of its records, copies of all leases governing the rental of the units as may be executed throughout the affordability period and all initial and annual income certification(s) by the tenant(s) of the units. All leases must be in form to meet all CDBG and HOME Program regulations. Within sixty (60) days after the end of each calendar year of occupancy of any portion of the Project, the Owner shall provide to the NCDA annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each resident occupying a Restricted Unit. With respect to residents who moved to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Residents at the time of their initial occupancy at the Project. The annual reports shall be in a form approved by the NCDA and shall contain such supporting documentation as the NCDA shall reasonably require. In addition to the foregoing, Owner shall keep such additional records and prepare and submit to NCDA such reports as the NCDA may deem necessary to ensure compliance with the requirements of this Restriction and of the CDBG and HOME Programs.
- C. Prior to initial occupancy of the Restricted Units and annually thereafter, as part of the annual reports required under subsection 6(B) above, the Owner shall submit to the NCDA a proposed schedule of monthly rent and monthly allowances for utilities and services for the units. Projected initial monthly maximum rents including utilities for all Restricted Units shall be as set forth in Exhibit D attached hereto. The rent schedule shall include both the maximum rents applicable to units under subsections 6(A) above as well as the actual rents to be charged to over-income residents under subsections 6(A) above. Proposed schedules shall be subject to the approval of NCDA for compliance with the requirements of applicable HUD regulations. After approval of a schedule of rent and allowances by NCDA, rents shall not be increased without either (a) a specific request by Owner for a rent increase or (b) the next annual schedule of rents and allowances. 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 the affected tenant(s).
- D. The Owner shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the project.

- E. The Owner shall provide the NCDA with an affirmative marketing plan acceptable to the NCDA. The affirmative marketing plan must comply with all applicable statutes, regulations, and executive orders. The Owner shall also adopt and submit to the NCDA for approval resident selection policies and criteria acceptable to the NCDA. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect. The resident selection policies and criteria acceptable to the NCDA:
- a. Are consistent with the purpose of providing housing for Low and Moderate-Income Households, as defined above and required herein;
 - b. Are reasonably related to income eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Owner's lease;
 - c. Provide for (1) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable and (2) the prompt written notification to any rejected applicant of the grounds for any rejection.
- E. All leases for Restrict Units in the Project shall be for terms of not less than one (1) year, and shall require tenants 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 the Project except (A) for serious or repeated violation of the terms and conditions of the lease; (B) for violations of applicable federal, state, or local law; or (C) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by Owner's service on the tenant of a written notice specifying the grounds for the action.

The Owner shall not include in any lease for a Restricted Unit in the Project 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 institute a lawsuit 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 costs if the tenant loses.

- F. The Owner shall not permit the use and occupancy of any unit for any purpose other than rental to an eligible tenant in accordance with Paragraphs 6(A) above. The Owner may not sell, transfer, mortgage or exchange all or any portion of the Project, and shall not transfer or pledge in the aggregate a majority of the beneficial ownership or control of the Owner, without prior written notice of both the NCDA, which consent may granted or withheld in their sole judgment.

- G. The Owner shall not demolish any part of the Property or substantially subtract from any real or personal property of the Property except in conjunction with renovation or rehabilitation of the Property or construction of a new project on the Property, in either case subject to the prior written consent of the NCDA, which consent shall not be unreasonably withheld. The Owner shall not permit the use of any residential unit for any purpose other than housing.

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

- I. Any use of the Property or activity thereon which is inconsistent with the purpose of this Restriction is expressly prohibited. The Owner shall carry out each activity provided for in this Restriction in compliance with all applicable federal laws and regulations described in 24 CFR 570, Community Development Block Grant Program and 24 CFR Part 92, the HOME Investment Partnership Program, as amended, including without limitation all requirements related to the following:
 - (i) The relocation, if any, of tenants or other occupants of the Property;
 - (ii) The assurance of equal opportunity and non-discrimination on the basis of race, color, national origin, sex, age, handicap, or religion, including without limitation affirmative marketing and fair housing requirements;
 - (iii) Compliance with all Federal Labor Standards, affirmative action requirements, wage requirements under the Davis-Bacon Act, and exclusion of debarred or suspended contractors, with respect to construction on the Property, to the extent applicable;
 - (iv) Compliance with all applicable federal and state procurement requirements;
 - (v) The assembly and maintenance of all records required to be maintained by the CDBG and HOME regulations, and the obtaining of an annual, quarterly or periodic

certifications and other information required in connection with the CDBG and HOME program, including any required monitoring of incomes, rents, property values and status as a primary residence;

- (vi) Performance of any audits required by HUD, provision of access to all records and properties as to which HUD requires such access, and repaying of any non-eligible expenditures required by HUD as a result of any audit;
- (vii) Compliance with all applicable Uniform Administrative Requirements;
- (viii) Inspection of the Property to assure their compliance with the HUD Housing Quality Standards, and all applicable state and local codes, environmental review requirements (including lead paint requirements), the Americans with Disabilities Act of 1990 and all reports and certifications required with respect thereto;
- (ix) Compliance with all applicable requirements to make training and employment opportunities available to low and moderate-income persons living in the community where the Property is located, and to make contracting opportunities available to business located in such community;
- (x) Determination that the Project complies with all applicable requirements as set forth in the CDBG and HOME regulations; and
- (xi) Compliance with all applicable state and federal conflict-of-interest laws and regulations.

J. Owner hereby grants to the NCDA and their respective duly authorized representatives the right to enter the Property (1) at reasonable times and in a reasonable manner for the purpose of inspecting the Property to determine compliance with the Restriction or any other agreement between Owner and the NCDA, and (2) after thirty (30) days prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Restriction. The notice referred to in subsection 6(K) below shall include a clear description of the course and approximate cost of the proposed cure.

K. The Owner agrees to provide written notice to the NCDA of any default, violation or breach of the terms and conditions of this Restriction, within seven (7) days after first discovering such default, violation or breach. Whether or not such notice is given, NCDA shall have the right to enforce this Restriction and to exercise all rights and remedies (whether at law or in equity) available to it hereunder applicable law.

7. Condition of Property. By its acceptance of this Restriction, the NCDA does not undertake any liability or obligation relating to the condition of the Property.

8. Instruments to Enforce Covenant. The NCDA is authorized to record or file any notices or instruments appropriate to ensuring the enforceability of this Restriction; and the Owner on behalf of itself and its successors and assigns appoints the NCDA, its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Owner and its successors and assigns agree to execute any such instruments upon request. The benefits of this Restriction shall be in gross and shall be assignable by the NCDA. The Owner and the NCDA intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental

officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval. At least 30-days prior to the filing of such notices or instruments the NCDA shall notify the Owner in writing.

9. Covenants to be Referenced in Deed. These restrictive covenants shall be contained or referenced in any deed of conveyance of the subject Property or any other instruments conveying a non-leasehold interest in the Property or any part thereof and shall be equally binding on any subsequent owner of the title thereto whether acquired by grant, sale or any other means and such subsequent owner shall comply with this restriction for the remaining duration of said restriction.

10. Foreclosure. At least sixty (60) days prior to the foreclosure auction sale by a lender or other transfer in lieu of foreclosure, the lender shall notify the NCDA of its intent to so foreclose and shall allow the NCDA the option/opportunity to assume the mortgage. In the event of such assumption of the mortgage, the Owner shall not further pledge or hypothecate said Property and the Owner's recapture of any equity it may have shall be deferred until such time as the Property is sold. If the option is exercised, the NCDA may direct the sale of the Property at any time during the period of affordability and shall undertake to sell the property within a reasonable period of time after the expiration of the affordability period. In the event of such a sale, the monies received shall be applied first to any and all encumbrances outstanding with respect to the Property in order of priority, next to the costs of sale, then to repay the NCDA and/or the City of Newton for any amounts expended on the assumption of the mortgage. Any sums remaining after the above payments shall then be paid to the person or entity which was Owner of record prior to assumption of the mortgage, in full satisfaction of its equity interest in the Property.

In the event the NCDA chooses not to exercise its option to assume the mortgage referenced above, then the affordability restriction created hereunder shall terminate upon foreclosure or by instrument in lieu of foreclosure, provided that the holder of the mortgage gives the NCDA not less than sixty (60) days prior written notice of the mortgagee's intention to foreclose upon the Property or to accept an instrument in lieu of foreclosure. Thereafter, if at any time following foreclosure or other transfer in lieu of foreclosure but still during the term of affordability, as defined in paragraph 3, the Owner of Record prior to foreclosure, any subsidiary thereof, or any newly formed entity that includes the former Owner or those with whom s/he or it has had family or business ties obtains ownership interest in the Property, the affordability period shall be revived in accordance with its original term.

11. Notices. All notices required under this Restriction shall be deemed to have been received if mailed, postage prepaid to the following:

For the NCDA:
Sole Member
Newton Community Development Authority
City Hall, 1000 Commonwealth Avenue
Newton, MA 02459

For Owner:
Authorized Representative
2Life Coleman Limited Partnership
30 Wallingford Road
Brighton, MA 02135

12. Enforcement.

- A. The rights hereby granted shall include the right of NCDA to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that the NCDA will have no adequate remedy at law), and such restoration shall be in addition to, and not in limitation of, any other rights and remedies available to the NCDA. The Owner covenants and agrees to reimburse NCDA all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Restriction is acknowledged by Owner or determined by a court of competent jurisdiction to have occurred.

- B. Without limitation on any other rights or remedies of the NCDA, its successors and assigns, the NCDA shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:
 - (i) specific performance of the provisions of this Restriction, which shall be the preferred remedy;
 - (ii) voiding of any rental arrangement that violates this Restriction;
 - (iii) in the case of any rental arrangement where the Owner is found to have violated willfully or in bad faith, then money damages for charges in excess of rents permissible under this Restriction;
 - (iv) If any action is brought to enforce this Restriction, the prevailing party shall be entitled to reasonable attorneys' fees and other costs of bringing such action, in addition to any other relief or remedy to which such party may be entitled.
 - (v) The Owner hereby grants to the NCDA and its duly authorized representatives the right to enter upon the Property upon reasonable notice for the purpose of enforcing the restrictions contained in this Restriction and to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Restriction. Notwithstanding the definition of Owner hereinbefore contained, the rights of enforcement for violations of this Restriction shall survive any subsequent sale or transfer of the Property.

13. Certificate. Any party may rely on a certificate signed by the Owner and the NCDA as to any facts relative to this Restriction.

14. Governing Law. This Restriction shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Restriction must be in writing and executed by all of

the parties hereto. If any provision of this Restriction shall to any extent be held invalid, the remainder shall not be affected.

IN WITNESS WHEREOF the said **2Life Coleman Limited Partnership**. has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Henry Korman Authorized Representative its duly authorized representative, this 27 day of July, 2021.

2Life Coleman Limited Partnership, a Massachusetts limited partnership

By: 2Life Coleman GP LLC, its general partner

By: 2Life Partners Inc., its sole member

By: [Signature] Date: July 27, 2021
Henry Korman
Its: Authorized Agent

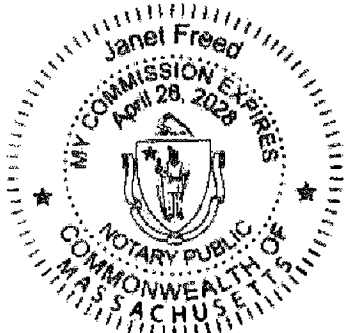
COMMONWEALTH OF MASSACHUSETTS

[Signature], SS.

On this 27 day of July, 2021, before me, the undersigned notary public, personally appeared the above-named Henry Korman proved to me through satisfactory evidence of identification, which were drivers license, to be the person whose name is signed on the proceeding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Authorized Agent of 2Life Coleman Limited Partnership.

* 2 Life Partners Inc. Sole member of
2 Life Coleman GP LLC,
General Partner

[Signature]
Notary Public Janet Freed
My Commission expires: 4/28/2028



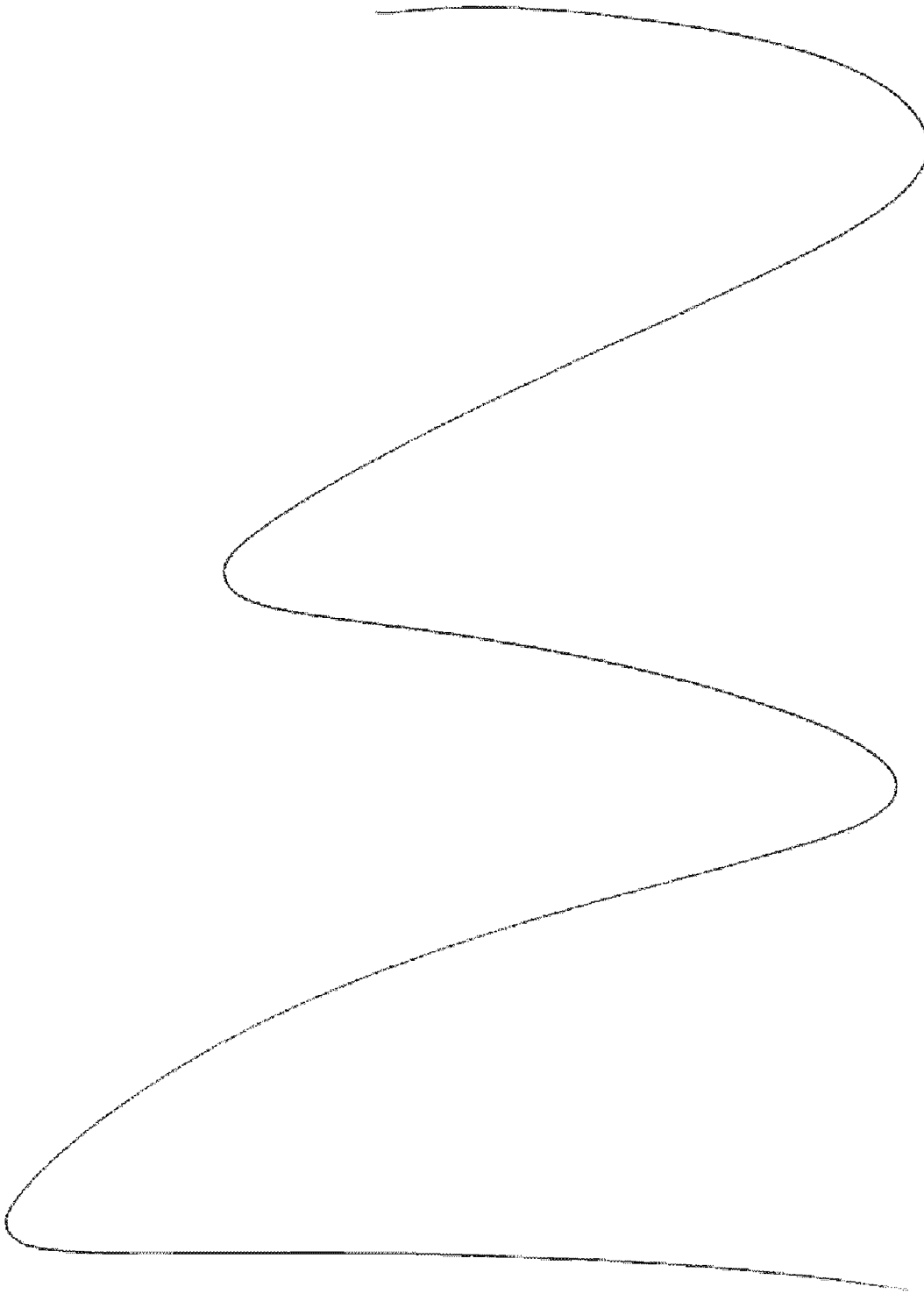


EXHIBIT A

LEGAL DESCRIPTION

COLEMAN PROPERTY

A certain parcel of land situated in the City of Newton, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the westerly sideline of Winchester Street, said point is located 360.56 feet along the westerly sideline of said Winchester Street from a point of curvature at the northwesterly intersection of Nahanton Street and Winchester Street:

Thence running S 78°55'14" W, a distance of 80.00 feet;

Thence turning and running N 11°06'46" W, a distance of 92.53 feet;

Thence turning and running S 78°55'14" W, a distance of 69.53 feet;

Thence turning and running southwesterly along a curved line to the left having a radius of 252.58 feet, a distance of 131.37 feet;

Thence turning and running S 78°55'14" W, a distance of 317.92 feet;

Thence turning and running N 11°04'46" W, a distance of 85.94 feet;

Thence turning and running N 66°01'11" E, a distance of 11.60 feet;

Thence turning and running N 84°35'59" E, a distance of 44.38 feet:

Thence turning and running N 39°35'59" E, a distance of 16.57 feet:

Thence turning and running N 05°24'01" W, a distance of 45.03 feet;

Thence turning and running N 77°19'33" E, a distance of 18.81 feet;

Thence turning and running N 15°51'51" W, a distance of 182.47 feet;

Thence turning and running N 77°19'33" E, a distance of 469.58 feet to the westerly sideline of Winchester Street;

The last thirteen courses were by the C.J.P. Parcel;

Thence turning and running southeasterly along the said westerly sideline of Winchester Street along a curved line to the right having a radius of 427.58 feet, a distance of 119.10 feet to a point of curvature;

Thence S 09°58'16" E along the westerly sideline of Winchester Street, a distance of 168.33 feet to a point of curvature;

Thence turning and running more southeasterly along the westerly sideline of Winchester Street along a curved line to the left having a radius of 407.84 feet, a distance of 48.78 feet to the point of beginning;

Containing an area of 153,629 square feet (3.527 acres) as shown on a plan entitled "Subdivision Plan of Land Newton, Mass. (Middlesex County)", by Harry R. Feldman, Inc., dated August 18, 1997 and recorded as Plan No. 15 of 1998, Instrument No. 378 of January 6, 1998, in Book 28050, Page 117. The above-described parcel contains Access and Utility Easement "D-1" (35' wide).

Said above-described property is also described as Lots B-1 and A-2 as shown on plan entitled, "Subdivision Plan of Land, Newton, Mass. (Middlesex County)", Harry R. Feldman, Inc., Land Surveyors, dated June 19, 1998 and recorded as Plan No. 14 of 1998 at Book 28050, Page 116.

Said parcel has the benefit of rights and easements, including access and utility easements as granted in deed to Jewish Community Housing for the Elderly V, Inc. dated October 21, 1983 and recorded in Book 15289, Page 538.

EXHIBIT B

ADDITIONAL DEFINITIONS

Following are additional definitions used in this Affordable Housing Restriction:

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

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

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

"CDBG Program" shall mean the Community Development Block Grant Program, established by HUD for the purpose of facilitating the creation and preservation of affordable housing, under which HUD makes funds available to the City for loans to sponsors of affordable housing for Moderate Income, Low Income, and Extremely Low Income Families.

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

"CDBG Statute" shall mean Title 1 of the Housing and Community Development Act of 1974, P.L. 93-383 (42 U.S.C. Section 5301 *et seq.*), and the Cranston-Gonzalez National Affordable Housing Act, P.L. 100-625, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CPA Guidelines" shall mean the ordinance of the City accepting the provisions of Sections 3 through 7 of the CPA Statute, together with any guidelines issued by the City and or its designee regarding the CPA Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CPA Program" shall mean the Community Preservation Fund loan program established by the City under the CPA Statute under which the City makes loans available to sponsors of certain types of affordable housing and for other purposes authorized by the CPA Statute.

"CPA Statute" shall mean Chapter 44B of the Massachusetts General Laws, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CPA Regulations" shall mean the Informational Guidance Release 01-207 (September 2001), Informational Guidance Release 00-209 (December 2000) and any other bulletins, opinions, guidance or regulations relating to the CPA Statute issued or promulgated by the Commissioner of Revenue of The Commonwealth of Massachusetts, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

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

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

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

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

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

"Guidelines" shall mean the HOME Guidelines, the CDBG Guidelines and the CPA Guidelines.

"High Moderate Income Family" shall mean a Family whose Household Income is less than or equal to one-hundred percent (100%) of the Family-size Adjusted AMI.

"Holder" shall mean each of the City and NCDCA, or, as applicable, each successor or assign of the foregoing and "Holders" shall mean all of the foregoing parties, collectively.

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

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

"Household" shall mean all persons occupying a housing unit. The occupants may be a family, as defined in 24 C.F.R. §5.403; two or more families living together; or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived sexual orientation, gender identify, or marital status.

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

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

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

"Loan" shall mean collectively, the loans for the Project being provided to the Grantor under the Programs.

"Loan Documents" shall mean collectively, the documents evidencing and securing the Loan.

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

"Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income established by HUD.

"Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

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

"Over-income Rent" shall mean, for a particular over-income Family, a monthly rent equal to the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of the Family's Household Income as recertified annually or (z) the comparable market rent for the Family's Unit, but in no event lower than the rent such Family was paying prior to becoming an over-income Family.

"Permitted Encumbrances" shall mean those encumbrances on the Property identified in the mortgage granted to the Holders of even or near date herewith and the mortgage from 2Life Coleman Limited Partnership, F/K/A JCHE Coleman Limited Partnership, to ORIX Real Estate Capital, LLC in the original principal amount of \$25,830,000 recorded with the Middlesex South Registry of Deeds on October 21, 2020 in Book 75945, Page 172.

"Permitted Uses" shall mean use of the Improvements for the number of rental Units indicated on the first page hereof. Such Permitted Uses shall include activities and/or services of a nature to benefit the Residents of the Restricted Units.

"Programs" shall mean the HOME Program, the CDBG Program, and the CPA Program.

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

"Registry of Deeds" shall mean the Middlesex South Registry of Deeds.

"Regulations" shall mean the HOME Regulations and CDBG Regulations.

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

"Restricted Unit" shall mean a Unit required by the terms hereof to be rented to a Moderate Income Family, a Low Income Family, a Very Low Income Family, or an Extremely Low Income Family.

"Sponsor" shall mean 2Life Communities.

"Statutes" shall mean the HOME Statute, the CDBG Statute, and the CPA Statute.

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

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

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

EXHIBIT C
AFFORDABILITY MATRIX

NUMBER/SIZE OF UNITS REQUIRED BY	TERM	INCOME CATEGORY			
		HIGH MODERATE INCOME (100% AMI)	MODERATE INCOME (80% AMI)	LOW INCOME (60% AMI)	VERY (1
Section 8 HAP Contract Coleman I (April 30, 2038)	20 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio 99 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	
PRAC Contract Coleman II (July 31, 2038)	20 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	
202 Capital Advance Coleman II (July 31, 2038)	20 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	
HOME Coleman II (June 30, 2044)	30 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio 36 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	
NEWTON HOME (20 years from date of project completion)	20 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	
NEWTON CDBG	20 years	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio 144 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	
NEWTON CPA	Perpetuity	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio 144 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	
COMPOSITE: PRE HAP CONTRACT EXPIRATION		___ SRO ___ Studio ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ STUDIO ___ 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	___ SRO ___ Studio 99 1-BR ___ 2-BR ___ 3-BR ___ 4-BR	
COMPOSITE: POST HAP CONTRACT EXPIRATION		___ SRO ___ Studio ___ 1-BR ___ 2-BR	___ SRO ___ STUDIO ___ 1-BR ___ 2-BR	___ SRO ___ Studio 144 1-BR ___ 2-BR	

		3-BR 4-BR	3-BR 4-BR	3-BR 4-BR	
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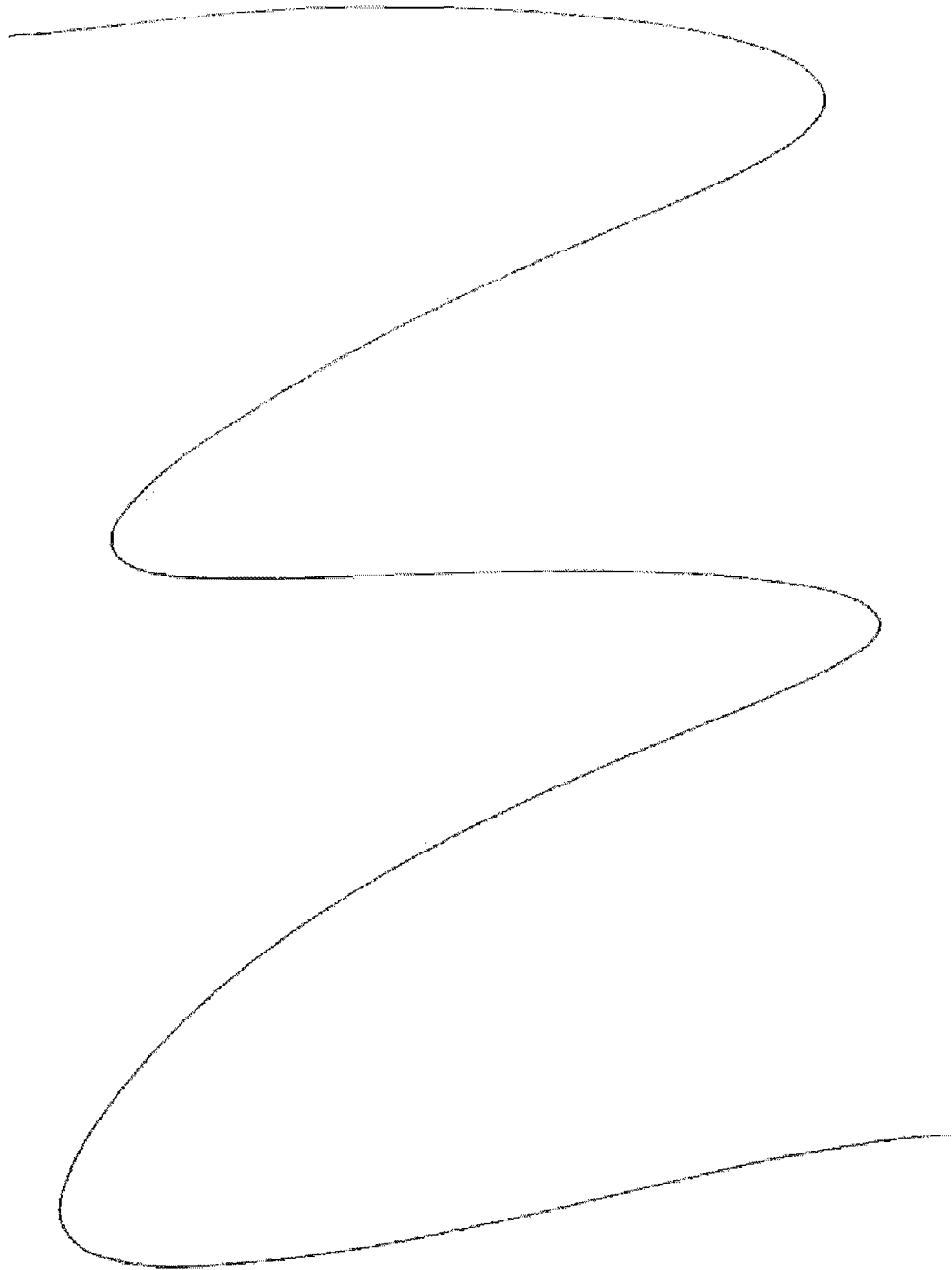


EXHIBIT D

RENT SCHEDULE

(Pre-HAP Contract Expiration, 2038 and Post-HAP Contract Expiration)

(Rents assume that the Owner pays all utilities. An allowance for any utilities paid by tenants must be deducted from these rents. Utility allowances are available from the local housing authority; however, the Owner must use utility allowances provided by the NCDA in determining tenant rents for the Newton HOME units. NCDA shall establish maximum monthly utility allowances for utilities and services for these HOME units and update the allowances annually.)

Rent Schedule: Pre-HAP Contract Expiration, 2038							
Unit Type	Coleman	Unit Count	AMI Limit	Household Income Limit; 1-person HH Assisted Unit*	Monthly Income	Contract Rent - Assisted Units - All utilities included in rent	Maximum Tenant Share (30% of income), inclusive of utilities
1 BR Unit	Coleman I	99	60% AMI	\$56,400.00	\$4,700.00	\$2,790.00	\$1,510.00
1 BR Unit	Coleman II	45	50% AMI	\$47,000.00	\$3,916.67	\$1,221.00	\$1,221.00
1 BR Unit- HOME	Coleman II	4	50% AMI	\$47,000.00	\$3,916.67	N/A	\$1,258.00
2 BR Manager Unit	Coleman I	1	FMR	N/A	N/A	N/A	N/A
1 BR Manager Unit	Coleman II	1	FMR	N/A	N/A	N/A	N/A
Coleman I Section 8 HAP Contract - 20 Years (July 31, 2038); Rent Effective as of April 24, 2021							
Coleman II PRAC Contract Rent - Annual Renewal; Rent Effective as of November 1, 2020							
*Rents are based HUD formulas which assume a 1.5 person household for a 1 bedroom							
*HH Income Limit, 2-Person HH, HOME Units - \$53,700							
Tenant Share of Contract Rent is 30% of Household Income per HUD Section 8 statute							

Rent Schedule: Post-HAP Contract Expiration							
Unit Type	Coleman	Unit Count	AMI Limit	Household Income Limit; 1-person HH Assisted Unit*	Monthly Income	Maximum Rent Unassisted Units- All utilities included in rent (30% of income limit)	
1 BR Unit	Coleman I	99	60% AMI	\$56,400.00	\$4,700.00	\$1,510.00	
1 BR Unit	Coleman II	45	60% AMI	\$56,400.00	\$4,700.00	\$1,510.00	
1 BR Unit- HOME*	Coleman II	4	50% AMI	\$47,000.00	\$3,916.67	\$1,258.00	
2 BR Manager Unit	Coleman I	1	FMR	N/A	N/A	N/A	
1 BR Manager Unit	Coleman II	1	FMR	N/A	N/A	N/A	
*Rents are based HUD formulas which assume a 1.5 person household for a 1 bedroom							
*HH Income Limit, 2-Person HH, HOME Units - \$53,700							

HUD RIDER TO DECLARATION OF AFFORDABLE HOUSING COVENANTS

This RIDER to DECLARATION OF AFFORDABLE HOUSING COVENANTS is made as of _____, 2021, by 2LIFE COLEMAN LIMITED PARTNERSHIP, a Massachusetts limited partnership (“Borrower”) and NEWTON COMMUNITY DEVELOPMENT AUTHORITY, an agency organized and existing pursuant to the Chapter 705 of the Acts of 1975, and Chapter 121B of the General Laws of the Commonwealth of Massachusetts, as amended (“Agency”) is attached and made a part of Declaration of Affordable Housing Covenants among Borrower and Agency dated as of even date with this Rider (the “Restrictive Covenants”).

WHEREAS, Borrower has obtained financing from ORIX Real Estate Capital, LLC (“Lender”) for the benefit of the project known as Coleman House (“Project”), which loan is secured by a Multifamily Mortgage, Assignment of Lease and Rents and Security Agreement (“Security Instrument”) dated as of October 1, 2020 and recorded on October 21, 2020 in the Middlesex South Registry of Deeds, Massachusetts (“Records”) in Book 75945, Page 172 and is insured by the United States Department of Housing and Urban Development (“HUD”);

WHEREAS, Borrower has received HOME and CDBG funds from the Agency, which Agency is requiring certain restrictions be recorded against the Project; and

WHEREAS, HUD requires as a condition of its insuring Lender’s financing to the Project, that the Agency agree to the terms in this Rider; and

WHEREAS, the Agency has agreed to such terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

“HUD” means the United States Department of Housing and Urban Development.

“HUD Regulatory Agreement” means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

“Lender” means ORIX Real Estate Capital, LLC, a Delaware limited liability company, its successors and assigns.

“Mortgage Loan” means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

“Mortgage Loan Documents” means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

“National Housing Act” means the National Housing Act, 12 USC § 1701 *et seq.*, as amended.

“Program Obligations” has the meaning set forth in the Security Instrument.

“Residual Receipts” has the meaning specified in the HUD Regulatory Agreement.

“Security Instrument” means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, Borrower covenants that it will not take or permit any action that would result in a violation of the HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Agency’s ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower’s knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) [Intentionally omitted]

(e) Borrower and the Agency acknowledge that Borrower’s failure to comply with the covenants provided in the Restrictive Covenants will does not and will not serve as a basis for default under the HUD Requirements, unless a separate default also arises under the HUD Requirements.

(f) Except for the Agency’s reporting requirement, in enforcing the Restrictive Covenants the Agency will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized for release by HUD, if the Borrower is a non-profit entity. or
- iv. A HUD-approved collateral assignment of any HAP contract.]

(g) For so long as the Mortgage Loan is outstanding, Borrower and Agency shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD’s prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Agency may require the Borrower to indemnify and hold the Agency harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Agency relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower’s obligation to indemnify and hold the Agency harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

(i) [Intentionally omitted]

The statements and representations contained in this rider and all supporting documentation thereto are true, accurate, and complete. This certification has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring a multifamily loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

NEWTON COMMUNITY DEVELOPMENT AUTHORITY,

By: [Signature]
Name: B. HEATH
Title: SOLO MEMBER

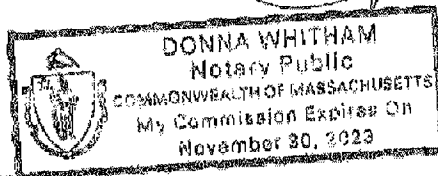
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 10th day of AUGUST 2021, before me, the undersigned notary public, personally appeared the above-named B. HEATH proved to me through satisfactory evidence of identification, which were PERSONALLY KNOWN COLLEAGUE, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as Authorized Representative of Newtown Community Development Authority.

[Signature]
Notary Public

[SEAL]



My Commission expires: _____

BORROWER:

2LIFE COLEMAN LIMITED PARTNERSHIP,
a Massachusetts limited partnership

By: 2Life Coleman GP LLC
its General Partner

By: 2Life Partners Inc.,
its Sole Member

By: _____
Name: Henry Korman
Its: Authorized Agent

COMMONWEALTH OF MASSACHUSETTS

SVH/K, SS.

On this 27 day of July, 2021, before me, the undersigned notary public, personally appeared the above-named Henry Korman proved to me through satisfactory evidence of identification, which were drivers license, to be the person whose name is signed on the proceeding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Authorized Agent of 2Life Coleman Limited Partnership.

* 2Life Partners Inc., Sole member
of 2Life Coleman GP LLC. general
partner of

Janet Freed
Notary Public

[SEAL]

My Commission expires: 4/28/2028

