

Meadows at Brick Kiln
MHFA No. 90-003-R

DISPOSITION AGREEMENT

DISPOSITION AGREEMENT made and entered into as of the 30th day of June, 1999, between MASSACHUSETTS HOUSING FINANCE AGENCY, a body politic and corporate, organized and operated under the provisions of Chapter 708 of the Acts of 1966, as amended ("MHFA") and MEADOWS APARTMENTS REALTY LLC, ("Owner"), a Massachusetts limited liability company with a principal place of business at c/o Corcoran Realty Inc., 500 Granite Avenue, Milton, Massachusetts 02186.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHFA and Owner agree as follows:

ARTICLE I DEFINITIONS

As used herein the following terms shall have the meanings ascribed to them below:

- (a) "low-income persons or families" - those persons and families whose annual income is equal to or less than the maximum amount which would make them eligible for units owned and leased by the Chelmsford Housing Authority;
- (b) "Original Mortgage" - that instrument dated March 9, 1994 recorded with the Middlesex North Registry of Deeds (the "Registry") in Book 6992, Page 106, including all amendments and modifications thereto;
- (c) "Property", "land", "Project" - that certain parcel of land, as more particularly described in the Original Mortgage and in Exhibit A attached hereto and incorporated herein by reference, known as Meadows at Brick Kiln, located at Chelmsford, Massachusetts, together with the improvements thereon, which consist of a 180-unit low and moderate income housing complex and related amenities, the construction of which was financed by MHFA;

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- (d) "Original Mortgage Note" - that instrument dated March 9, 1994, for which the Original Mortgage was given as security including all amendments and substitute notes thereto;
- (e) "Regulatory Agreement" - that agreement dated June 30, 1999, recorded with the Registry at Book _____, Page _____.
- (f) "Enabling Act" - chapter 708 of the Acts of 1966, as amended;
- (g) "annual income" - a family's or person's gross annual income less such reasonable allowances for dependents (other than spouse) and for medical expenses as MHFA determines;
- (h) "adjusted monthly income" - one-twelfth of the annual income remaining after making the exclusions from gross annual income as allowed by the subsidy regulations;
- (i) "Monthly Rental Charge" - a monthly sum, determined by MHFA, not to exceed twenty-five percent of a tenant's adjusted monthly income as that term is herein defined, or such greater percentage as may be required by applicable law;
- (j) "family" - two or more persons related by blood, marriage, or operations of law, who occupy the same dwelling or unit;
- (k) "subsidy" - governmental financial assistance which when applied reduces rents;

ARTICLE II RESTRICTIONS ON USE OF THE PROJECT

For the term of this Agreement, hereinafter defined, Owner COVENANTS AND AGREES for itself, and any successors and assigns that it shall provide that not less than twenty percent (20%) of the total rental units be rented at all times to low-income persons or families at or below the Monthly Rental Charge.

ARTICLE III ENFORCEABILITY

The covenants set forth in this Agreement shall run with the land; be binding upon the Owner and any successors and assigns to the fullest extent permitted by law; be for the exclusive benefit of MHFA; be enforceable solely by MHFA, its successors and assigns in either law or equity; and survive the foreclosure of the Original Mortgage and be binding upon and enforceable against any purchaser at a foreclosure sale.

ARTICLE IV OTHER INSTRUMENTS

Owner, its successors and assigns agree to execute and deliver to MHFA, in form suitable for recording, any document which MHFA required to further ensure the enforceability of the terms and provisions of this Agreement.

ARTICLE V WAIVER AND RELEASE

MHFA and its successors and assigns, as sole beneficiary of this Agreement, may release any provision of this Agreement, at any time during its term, if MHFA determines that any provision hereof may adversely affect either the tenants of the Project or MHFA's security for repayment of the Original Mortgage Note or the Recapitalization Note and any other obligation which is secured by the Original Mortgage and the Recapitalization Mortgage.

ARTICLE VI TERM

The terms and provisions of this Agreement shall remain in full force and effect until March 9, 2039.

ARTICLE VII SEVERABILITY

The provisions of this Agreement are severable, and if any of its provisions shall be declared invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

ARTICLE VIII
NON-RECOURSE

No general or limited partner of Owner shall have any personal liability for the payment of any sum of money which is, or may become, payable under or pursuant to this Disposition Agreement, or for the performance of any obligation under or arising pursuant to this Disposition Agreement, and the Agency shall look only to the Owner's assets for such payment or performance.

Executed as a sealed instrument as of the day first noted above.

MASSACHUSETTS HOUSING FINANCE AGENCY

By: Wendy E. Warring
Wendy E. Warring, General Counsel

OWNER:

Meadows Apartments Realty LLC
a Massachusetts Limited Liability Company

By its Sole Manager: Corcoran Meadows LLC,
a Massachusetts limited liability company

By: Richard J. High
Richard J. High, President
Duly authorized

Exhibit A - Property Description

COMMONWEALTH OF MASSACHUSETTS

Suffolk

June 1, 1999

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

By: _____

Notary Public

My Commission expires: 7/1/00

COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS.

June 1, 1999

Then personally appeared before me, Richard J. High, who is the President of Corcoran Meadows LLC, its Sole Manager of Meadows Apartments Realty LLC, a Massachusetts Limited Liability Company, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Limited Liability Company.

By: _____

Notary Public

My Commission Expires: 7/1/00

EXHIBIT A

A certain parcel of land situated on Brick Kiln Road, Chelmsford, Massachusetts, being shown as Lot E on a plan entitled "Plan of Land Scale: 1" = 60' Date: March 23, 1986 Brick Kiln Road, Chelmsford, Massachusetts For: Brick Kiln Trust, 10 Kidder Road, Chelmsford, Massachusetts. Howe Surveying Associates, Inc., Civil Engineers & Land Surveyors, 6 Courthouse Lane, Chelmsford, Massachusetts 01824" recorded with Middlesex North District Registry of Deeds in Plan Book 153, Plan 120.