Deed
Tract Number 4B

Wellington-Harrington Urban Renewal Area
Cambridge Redevelopment Authority

R27.

CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to the laws of Massachusetts and having its usual place of business in the City of Cambridge, Middlesex County, Massachusetts, in consideration of $6,800 paid, grants unto the Roman Catholic Archbishop of Boston, a corporation sole, having its address at 2121 Commonwealth Avenue, Boston, Massachusetts 02135, with QUITCLAIM COVENANTS, the land in said City of Cambridge, described as follows:

That certain parcel of land situated in Cambridge, Middlesex County, Massachusetts, and now numbered 400-404 Portland Street (otherwise known as Tract Number 4B in the Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108), as shown in plan by Fay, Spofford and Thorndike, Inc. Engineers, dated August 9, 1982 recorded with Middlesex South District Registry of Deeds as Plan No. 1005 of 1982 and bounded and described in Schedule A attached hereto and made a part hereof.

(1) shall devote the granted premises to, and only to, in accordance with the Neighborhood Renewal Plan for the Wellington-Harrington Project, dated April 22, 1965, and approved by the City Council of the City of Cambridge on May 17, 1965; as amended by Amendment No. 1 thereof, dated June 3, 1966, and approved by such Council on June 16, 1966, and as further amended by Amendment No. 2 thereof, dated May 31, 1967, and approved by such Council on June 26, 1967, and as further amended by Amendment No. 3 thereof, dated March 19, 1971, and approved by such Council on June 28, 1971, and as further amended by Amendment No. 4 thereof, dated April 22, 1981, and approved by such Council on August 3, 1981, and as the same has been and may from time to time be amended in accordance with the provisions therein contained, and a copy of which Plan, se presently constituted, is on file in the office of the City Clerk of the City of Cambridge (hereinafter, and as the same may hereafter be amended, refereed to as the "Urban Renewal Plan");

(2) shall not discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease, or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof;

(3) shall cause all advertising (including signs) for sale and/or rental of the whole or any part of the Property to include the legend, "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" which circumstances require such substitution;

(4) shall permit representatives of the Grantor, the City of Cambridge and the United States of America, access to the granted premises at all reasonable times which any of them deems necessary for the purposes of the Land Disposition Contract hereinafter mentioned, the Cooperation Agreement between the City of Cambridge and the Grantor relating to the Wellington-Harrington Project or the Contract for Loan and Capital Grant between the United States of America and the Grantor relating to said Project, including, but not limited to, inspection of all work being performed in connection with the construction of said Improvements (and shall not charge or collect any compensation in any form for any such access);

(5) shall at all times keep the Improvements constructed on the granted premises in good and safe condition and repair and, in the occupancy, maintenance and operation of such Improvements, and the granted premises, comply with all laws, ordinances, codes and regulations applicable thereto;

(6) after the improvements constructed on the granted premises shall have been completed, shall not, without prior written approval of the Grantor reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof which would result in significant changes in the external appearance of the improvements on the granted premises or the material, design, dimensions or workmanship of the entrances or open spaces on the improvements or the circulation patterns;

(7) shall keep, all of the insurable Improvements on the granted premises constituting a part of the real estate insured by fire and extended coverage insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgages in the uses of similar improvements in the City, in amounts sufficient to comply with the co-insurance clause applicable to the location and character of such Improvements, and, in any event, as to fire and extended coverage insurance (Endorsement No. 4), in amounts not less than eighty percentum of the actual cash value of such Improvements, all such insurance to be by standard policies, obtained from financially sound and responsible insurance comanies authorized to do business in Massachusetts, shall name the Grantor as a party insured, and to have attached thereto a clause making the loss payable to the Grantee, the mortgagee, and, subject to the rights of the mortgagee, the Grantor, as their respective interests may appear, shall provide that any cancellation, change or termination thereof shall not be effective with respect to the Authority until after at least ten (10) days prior notice has been given to the Authority to the effect that such insurance policies are to be cancelled, changed, or terminated at a particular time;

(8) shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any damage or destruction to any Improvements constructed on the granted premises occurring prior to the expiration of the covenant and agreement set forth in this paragraph (8); shall use and expend the insurance money and any other proceeds so collected for the purpose of repairing or reconstructing the Improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction, or as the Grantee may in its sole discretion elect, to the condition in which the Grantee was originally obligated under said Land Disposition Contract to construct such Improvements, to the extent that such insurance money and other proceeds may permit;

(9) shall commence to reconstruct, restore or repair any Improvement on the granted premises which has been destroyed or damaged and which the Grantee is obligated to repair, restore or reconstruct in accordance with this Deed, within a period not to exceed six months after such destruction or damage, prosecute with dispatch such reconstruction, restoration or repair to completion, such reconstruction, restoration or repair in any event to be completed within twelve months after the start thereof, unless the conditions then prevailing reasonably require a longer period, in which event, such reconstruction, restoration or repair needed not be completed within such twelve month period but may be completed within such longer period as the Grantee and the Grantor may agree upon in writing;

The agreements and covenants in said paragraphs (1) to (9) both inclusive, other than paragraphs (2), (3) and (4) and all rights and obligations under any of said agreements and covenants, shall be in force and effect until May 17, 1995; and the agreements and covenants in paragraph (2), (3), and (4) and all rights and obligations under said agreements and covenants, shall be in force and effect until the expiration of one hundred (100) years from the date of this deed; provided, however, that the foregoing provisions shall not abate, or be a ground for abatement of, any action, suit, or other legal proceeding instituted prior to the termination of the agreements and covenants; and provided further, that such agreements and covenants shall be binding on the Grantee, itself each successor in each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the granted premises, or part thereof. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in this Deed shall include the land and all buildings, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

In amplification, and not in restriction, of the provisions hereof and of said Land Disposition Contract, it is intended and agreed that the Grantor and its successors and assigns, and the City of Cambridge, shall be deemed beneficiaries of the agreements and covenants provided in the foregoing paragraphs (1) to (9), both inclusive, and the United States of America shall be deemed a beneficiary of the covenants provided in paragraphs (2), (3), and (4), both for and in their or its own right and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Grantor, its successors and assigns, the City of Cambridge, or the United States of America has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Grantor, its successors and assigns and the City of Cambridge shall have the rights, in the event of any breach of any agreement or covenant, and the United States of America shall have the right in the event of any breach of covenants provided in paragraphs (2), (3), and (4), to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled; and the Grantee or the Grantor as the case may be shall pay all reasonable costs and expenses of litigation, including attorney's fees in reasonable amounts, which may be incurred by the other party in any proceeding brought to enforce compliance with the covenant, provided in paragraph 2, to the extent that such other party prevails;

The agreements and covenants provided in the foregoing paragraphs (1) to (9), both inclusive, shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise herein specifically provided, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and any successors in interest to the granted premises, or any part thereof, and the United States of America (in the case of the covenants provided in paragraphs (2), (3), and (4) against the Grantee, its successors or any part thereto or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof.

This conveyance is made subject also to the additional covenants of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated NOV 26 1982 between the Grantor and the Grantee for the same redevelopment of the granted premises (a copy of which Land Disposition Contract is on file with the City Clerk of the City of Cambridge), which provides, among other things, for the submission of certain construction plans and evidence of financing ability, for the prompt commencement and diligent prosecution to completion of certain improvements, against certain transfers and encumbrances prior to such completion, and for remedies including a right of termination and revesting in favor of the Grantor of the title of the granted premises (together with all improvements thereof), re-entry and re-conveyance in the event of certain defaults, failures, violation or other action or inaction entitling the Grantor to re-entry upon and reconveyance of the granted premises (together with all improvement thereon) as provided in said Land Disposition Contract, the Grantor of its option, may also, prior to the issuance of a Certificate of Completion as provided for therein, declare a termination in favor of the Grantor of the title, and of all rights and interest, in the granted premises, shall thereupon revert to the Grantor; provided, however, that any such revesting of title, re-entry or reconveyance shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way any existing building loan agreement, mortgage or lease authorized by said Land Disposition Contract, or any rights or interest provided in said Land Disposition Contract for the protection of the holders hereof.

All said additional agreements of the Grantee and said terms and conditions contained in said Land Disposition Contract (but not including the covenants and agreements herein before set forth and stated to run with the land) shall terminate with respect to the granted premises, or part thereof, upon the completion of the required improvements in accordance with the provisions of said Land Disposition Contract and upon the recording of a certificate of such completion executed by the Grantor; and the recording of such a certificate executed by the Grantor shall be a conclusive determination of such satisfaction and termination of said additional agreements, terms and conditions (but not including said covenants and agreements stated to run with the land).

WITNESS the execution hereof under seal this 30 day of November 1982.

CAMBRIDGE REDEVELOPMENT AUTHORITY
Grantor

By Charles C Nowiszewski
Charles C. Nowiszewski
Chairman

CAMBRIDGE MASSACHUSETTS 1956

(SEAL)
Attest:

Joseph T. Robinson

(SEAL)
Attest:

ROMAN CATHOLIC ARCHBISHOP OF BOSTON

By + Thomas V Daily
11/26/82

THE ROMAN CATHOLIC ARCHBISHOP OF BOSTON INCORPORATED 1881

BK14003 PG414

THE COMMONWEALTH OF MASSACHUSETTS

November 30, 1984

Cambridge, ss.

Then personally appeared the above named Charles C. Nowiszewski and acknowledged the foregoing instrument to be the free act and deed of the Cambridge Redevelopment Authority.

Robert S. Reimer
Notary Public
My Commission Expires: 12-8/83

ROBERT S. REIMER NOTARY

FAY, SPOFFORD & THORNDIKE, INC.
ENGINEERS
BOSTON, MASS.

August 9, 1982

CAMBRIDGE REDEVELOPMENT AUTHORITY
WELLINGTON-HARRINGTON URBAN RENEWAL AREA
ENGINEER'S DESCRIPTION
TRACT 4B

Beginning at a point on the easterly sideline of Portland Street, said point being S22°-40'-53"W a distance of four hundred seven and fifty-nine hundredths (407.59) feet from the intersection of the southerly sideline of Cambridge Street and the easterly sideline of Portland Street;

Thence running S80°-26'-07"E by land now or formerly of the Roman Catholic Archbishop of Boston, a corporation sole, a distance of one hundred ninety-two and fifty hundredths (192.50) feet to a point;

Thence turning and running S10°-46'-14"W by land now or formerly of Consolidated Rail Corporation ("CONRAIL") a distance of one hundred thirty-two and eleven hundredths (132.11) feet to a point;

Thence turning and running N80°-26'-07"W by land now or formerly of the Cambridge Redevelopment Authority (TRACT 4C-1) a distance of two hundred twenty and fifty hundredths (220.50) feet to a point on the easterly sideline of Portland Street;

Thence turning and running N22°-20'-53"E along the easterly sideline of Portland Street a distance of one hundred thirty-five and sixty-one hundredths (135.61) feet to the point of beginning.

The Tract described herein contains twenty-seven thousand two hundred and seventy-five (27,275) square feet more or less.

Tract 4B is shown on a plan entitled "TRACT DISPOSITION PLAN TRACTS 4B, 4C-1, 4C-2, 4C-3, 4C-4 AND 4C-5," prepared by Fay, Spofford & Thorndike, Inc., Engineers and dated August 9, 1982.

Cambridge Redevelopment Authority R10.

336 Main Street
Cambridge, Massachusetts 02142
617 492 6800

CERTIFICATE

I, JOSEPH F. TULIMIERI, Executive Director and Secretary of CAMBRIDGE REDEVELOPMENT AUTHORITY, do hereby certify that at a meeting of the Authority duly called and held on September 23, 1982, at which quorum was present and acting throughout, it was

VOTED: To approve a determination by the Authority, that the Roman Catholic Archbishop of Boston - Corporation Sole, possesses the qualifications and financial resources necessary to acquire approximately 27,275 square feet of land, situated on Tract Number 4B, in the Wellington-Harrington Urban Renewal Area, in accordance with the approved Neighborhood Renewal Plan, dated April 22, 1965, as amended.

VOTED: To approve the disposition for a new off-street parking facility reuse, to the Roman Catholic Archbishop of Boston - Corporation Sole, of Tract Number 4B, in the Wellington-Harrington Urban Renewal Area, in accordance with the approved Neighborhood Renewal Plan, dated April 22, 1965, as amended.

VOTED:
(a) To approve the minimum disposition price, in the amount of $6,800, for Tract Number 4B, in the Wellington-Harrington Urban Renewal Area;

(b) To approve a determination by the Authority, that said price is not less than the fair value of land, for a new off-street parking facility reuse; and

(c) To authorize the Executive Director, to issue the appropriate proclaimer certificate, and/or to secure HUD concurrence, as required.

VOTED:
(a) To approve a proposed form of Land Disposition Contract and Deed, as presented at this meeting, by and between Cambridge Redevelopment Authority, and the Roman Catholic Archbishop of Boston -

(continued on next page...)

Corporation Sole,
for the acquisition of approximately 27,275 square feet
of land, situated on Tract Number 4B,
in the Wellington-Harrington Urban Renewal Area,
in accordance with the approved Neighborhood
Renewal Plan,
dated April 22, 1965, as amended; and

(b) To approve a determination by this Authority,
that said form of Contract and Deed is satisfactory.

VOTED: To authorize the Chairman and the Vice-Chairman,
and each of them acting singly,
to execute and deliver a Land Disposition Contract
to the Roman Catholic Archbishop of Boston -
Corporation Sole,
for the purpose of a new off-street parking facility reuse,
on Tract Number 4B,
in the Wellington-Harrington Urban Renewal Area,
in accordance with the approved Neighborhood Renewal Plan,
dated April 22, 1965, as amended.

VOTED: To authorize the Chairman and the Vice-Chairman,
and each of them acting singly,
to execute and deliver a Deed,
to the Roman Catholic Archbishop of Boston -
Corporation Sole,
for a new off-street parking facility reuse,
for the purpose of conveying Tract Number 4B,
in the Wellington-Harrington Urban Renewal Area,
in accordance with the approved Neighborhood Renewal Plan,
dated April 22, 1965, as amended.

VOTED: To authorize the Chairman and the Vice-Chairman,
and the Executive Director,
and each of them acting singly,
to execute and deliver any and all necessary documents,
other than a Land Disposition Contract and Deed,
not inconsistent with the terms and conditions
of said Contract and Deed,
required for the disposition of Tract Number 4B,
in the Wellington-Harrington Urban Renewal Area,
provided that such documents are not inconsistent
with the terms and conditions
of the approved Neighborhood Renewal Plan,
dated April 22, 1965, as amended.

VOTED: To authorize the Executive Director,
to execute and deliver
to Massachusetts Division of Capital Planning and Operations
a Disclosure Statement concerning disposition

(continued on next page..)

of Tract Number 4B
in the Wellington-Harrington Urban Renewal Area
to Roman Catholic Archbishop of Boston - Corporation Sole.

I do hereby further certify that said vote has not been amended or rescinded and is in full force and effect on the date hereof.

WITNESS my hand and the seal of Cambridge Redevelopment Authority this 26 day of November 1982.

Joseph F. Tulimieri (SEAL)
Joseph F. Tulimieri
Executive Director & Secretary
Cambridge Redevelopment Authority

CAMBRIDGE REDEVELOPMENT AUTHORITY 1956

WELLINGTON-HARRINGTON

NEIGHBORHOOD RENEWAL AREA

CAMBRIDGE REDEVELOPMENT AUTHORITY

LAND DISPOSITION CONTRACT

TRACT NUMBER 4B

TABLE OF CONTENTS : PART I

AGREEMENT, consisting of this Part I and Part II (Form HUD-6209B, 9-69) annexed hereto and made a part hereof (which Part I and Part II are together hereinafter called "Agreement"), made on or as of the 12th day of November, 1982, by and between CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Authority" or "Agency"), organized and existing pursuant to the General Laws of the Commonwealth of Massachusetts and having its office at 336 Main Street in the City of Cambridge (hereinafter called "City"), Commonwealth of Massachusetts, and the Roman Catholic Archbishop of Boston, a Corporation Sole, (hereinafter called "Redeveloper") and having its office at 2121 Commonwealth Avenue, in the City of Boston, Massachusetts.

WITNESSETH THAT:

WHEREAS, in furtherance of the objectives of said General Laws, the Authority has undertaken a program for the clearance and reconstruction or rehabilitation of blighted areas in the City, and in this connection is engaged in carrying out an urban renewal project known as the "Wellington-Harrington Neighborhood Renewal Project" (hereinafter called "Project") in an area (hereinafter called "Project Area") located in the City; and

WHEREAS, as of the date of this Agreement there has been prepared and approved by the Authority an urban renewal plan for the Project, consisting of Neighborhood Renewal Plan, Wellington-Harrington Project, dated April 22, 1965, and approved by the City Council of the City on May 17, 1965; as amended by Amendment No. 1 thereof, dated June 3, 1966, and approved by such Council on June 16, 1966, and as further amended by Amendment No. 2 thereof, dated May 31, 1967, and approved by such Council on June 26, 1967, and as further amended by Amendment No. 3 thereof, dated March 19, 1971, and approved by such Council on June 28, 1971, and as further amended by Amendment No. 4 thereof, dated April 22, 1981 and approved by such Council on August 3, 1981, (which Plan, as so amended, and as it may hereafter be further amended from time to time pursuant to law, and as so constituted from time to time, is, unless otherwise indicated by the context, hereinafter called "Urban Renewal Plan"); and

WHEREAS, a copy of the Urban Renewal Plan as constituted on the date of this Agreement has been filed in the office of the Clerk of the City located at City Hall in the City; and

WHEREAS, in order to enable this Authority to achieve the objectives of the Urban Renewal Plan and particularly to make the land in the Project Area available for redevelopment by private enterprise for redevelopment for and in accordance with the uses specified in the Urban Renewal Plan, both the Federal Government and the City have undertaken to provide and have provided substantial aid and assistance to the Authority through a Contract for Loan and Capital Grant, dated August 2, 1967, in the case of the Federal Government and a Cooperation Agreement, dated December 28, 1965, in the case of the City; and

WHEREAS, the Authority has offered to sell and the Redeveloper is willing to purchase certain real property located in the Project Area at Portland Street (also known as Tract Number 4B in the Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108) and more particularly described in Schedule A annexed hereto and made a part hereof (which property, including the building thereon, as so described is hereafter in its entirety called "Property") and to redevelop the Property for and in accordance with this Agreement and the uses specified in the Urban Renewal Plan, and specifically for the construction of off-street parking, landscaping and lighting, in conformity with plans, drawings and specifications, heretofore submitted to the Authority and identified in Schedule B anneded hereto and made a part hereof (which plans, drawings and specifications are hereinafter called "Development Proposal");

WHEREAS, the Redeveloper has engaged Architects named in the Development Proposal to provide supervisory services during the construction of the improvements to the Property, and does hereby agree not to engage an additional or substitute Architect without the prior consent of the Authority; and

WHEREAS, the Authority believes that the redevelopment of the property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interest of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable Federal, State and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SECTION 1 : SALE / PURCHASE PRICE

Subject to all the terms, covenants, and conditions of this Agreement, the Authority will sell the Property to the Redeveloper for, and the Redeveloper will purchase the Property from the Authority and pay to the Authority therefor, the sum of Six Thousand Eight Hundred Dollars ($6,800.00) (hereinafter called "Purchase Price"), to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the Property to the Redeveloper.

SECTION 2 : CONVEYANCE OF PROPERTY

(a) Form of Deed.

Subject to the next succeeding sentence, the Authority shall convey to the Redeveloper good and celar record and marketable title to the Property by quitclaim deed (hereinafter called "Deed"). Such conveyance and title shall be subject to the condition subsequent provided for in Section 704 of Part II hereof and to all other conditions, covenants, and restrictions set forth or referred to elsewhere in this Agreement.

(b) Time and Place for Delivery of Deed.

The Authority shall deliver the Deed to the Property to the Redeveloper at 10 o'clock on December 15, 1982, or such earlier or later date as the parties hereto may mutually agree in writing. Such conveyance shall be made at the Authority's Office, 336 Main Street, Cambridge, and the Redeveloper shall accept such conveyance, shall as grantee join in the execution of the Deed, and shall pay the Purchase Price for the Property to the Authority at such time and place.

In the event that the Authority shall at the time of the closing be unable to give title to, or to make conveyance of, the Property, as hereinbefore provided, then all obligations of the parties hereunder shall cease (except that the Authority shall return the Deposit as hereinafter defined, or the proceeds thereof to the Redeveloper) and this Agreement shall be void and without recourse to the parties hereto, unless the Authority shall elect to use reasonable efforts to remove any defect in title, in which event the Authority shall give written notice thereof to the Redeveloper at or before the time of closing, and thereupon such time shall be extended for a period or periods as the parties may mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for closing, to accept such title as the Authority can deliver to the Property and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the Authority shall be unable to give title or to make conveyance as hereinbefore provided all obligations of the parties hereto shall cease (except that the Authority shall return the Deposit to the Redeveloper) and this Agreement shall be void and without recourse to the parties hereto. The acceptance of the Deed by the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation of the Authority herein contained with respect to the Property, except such as are, by the express terms hereof, to be performed by the Authority after the delivery of the Deed.

(c) Recordation of Deed.

The Redeveloper shall promptly file the Deed for recordation among the Middlesex County land records and shall pay all costs (and the cost of any state excise tax on the Deed, for which stamps in the proper amount shall be affixed to the Deed by the Redeveloper) for so recording the Deed and any accompanying plan.

(d) Special Condition Precedent.

Compliance by the Redeveloper with its obligation to enter into a construction contract under Paragraph (b) of Section 4 of this Agreement shall be a condition precedent to the Authority's obligation to make conveyance of the Property to the Redeveloper.

SECTION 3 : GOOD FAITH DEPOSIT

(a) Amount

The Redeveloper has, prior to or simultaneously with the execution of this Agreement by the Authority, delivered to the Authority a good faith deposit of a certified check drawn to the order of the Authority in the amount of $500.00 (herein called the "Deposit") as security for the performance of the obligations of the Redeveloper to be performed in accordance with this Agreement. The Deposit shall be deposited in an account of the Authority in a bank or trust company selected by it.

(b) Interest

The Authority shall be under no obligation to pay or earn interest on the Deposit.

(c) Retention by Authority

Upon termination of this Agreement as provided in Section 703 and 704 hereof, the Deposit, shall be retained by the Authority as provided in such Sections.

(d) Return to Redeveloper

Upon termination of this Agreement as provided in Paragraph (b) of Section 2 or in Section 702 hereof, as amended, or upon certification by the Authority as provided in Section 307 hereof of completion by the Redeveloper of all the Improvements required to be constructed on the Property, the Deposit shall be returned to the Redeveloper by the Authority as provided in said respective Sections.

SECTION 4 : TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS

(a) The construction of the Improvements on the Property referred to in Section 301 hereof shall be commenced within six (6) months after the date of delivery of the Deed to the Redeveloper, and except as otherwise provided in this Agreement, shall be completed within twelve (12) months after such date.

(b) Prior to the date of delivery of the Deed to the Redeveloper, the Redeveloper shall enter into a contract, satisfactory in form and content to the Authority, with a construction or building company under which such construction or building company shall undertake to complete the construction of the Improvements as required herein, and a copy of this contract shall be deposited with the Authority. The Redeveloper shall furnish the Authority with a copy of the performance and payment surety bond or other assurance of completion given by the general contractor satisfactory in form to the Authority and naming the Authority as an obligee. The penal amount of this bond shall not be less than 100 percent of the amount of the aforesaid construction contract.

The Redeveloper hereby agrees that no other or additional general contracting firm or firms shall be employed by the Redeveloper for the construction of the Improvements without prior written consent of the Authority.

(c) The Redeveloper shall submit a detailed estimated progress forecast at the time construction commences in a format generally used in the construction industry. A progress report shall be submitted each month until the construction of the Improvements has been completed. This monthly progress report shall be accompanied by a written statement from the Redeveloper indicating any changes or adjustments in such detailed estimated progress forecast, the causes of such changes, and the corrective efforts if any made or to be made.

SECTION 5 : TIME FOR CERTAIN ACTIONS

(a) Submission and Approval of Construction Plans.

"Construction Plans" (as defined in Section 310 Part II hereof) are identified in Schedule B hereto and have been approved by the Authority.

(b) Time for Authority Action on Change in Construction Plans.

The Authority shall promptly consider any proposed changes in the Construction Plans submitted to the Authority, as provided in Section 302 hereof. The time within which the Authority may reject any change in the Construction Plans shall not exceed ten (10) working days after the date of the Authority's receipt of the Redeveloper's written submission of the proposed change.

(c) Time for Submission of Evidence of Equity Capital and Mortgage Financing.

Evidence as to equity capital and any commitment necessary for mortgage financing, as provided in Section 303 hereof, has been submitted by the Redeveloper satisfactory to the Authority.

(d) Time for Authority Action on Change in Development Proposal.

The Redeveloper shall promptly submit to the Authority and the Authority shall promptly consider any proposed changes in the Development Proposal or any part thereof. The time within which the Authority may reject any change in the Development Proposal shall not exceed fifteen (15) working days after the date of the Authority's receipt of the Redeveloper's written submission of the proposed change.

SECTION 6 : PERIOD OF DURATION OF CERTAIN COVENANTS

The covenants pertaining to non-discrimination set forth in subsection (b) of Section 401 of Part II hereof, as amended, shall remain in effect for one hundred (100) years from the date of the Deed. The other covenants set forth or referred to in Section 401 hereof, as amended by Section 9 hereof, which are not terminated upon completion of the Improvements as certified by the Authority, shall remain in effect until May 17, 1995 or until such date thereafter to which the effective term of the Urban Renewal Plan may be extended by proper amendment, upon which date, or extended date (hereinafter called the "Plan Expiration Date"), such covenants shall terminate.

SECTION 7 : NOTICES AND DEMANDS

A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(i) in the case of the Redeveloper, is addressed to or delivered personally to the Redeveloper at 2121 Commonwealth Avenue, Boston, Massachusetts 02135.

(ii) in the case of the Authority, is addressed to or delivered personally to the Authorty at 336 Main Street, Cambridge, Massachusetts 02142. Attention: Executive Director;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

SECTION 8 : SPECIAL PROVISIONS

(a) Prompt Payment of Obligations.

The Redeveloper shall make, or cause to be made, prompt payment of all money due and legally owing to all persons, firms and corporations with whom the Redeveloper shall have directly contracted and who are doing any work, furnishing any materials or supplies or renting any equipment to the Redeveloper in connection with the development, construction, furnishing, repair or reconstruction of any of the improvements required by this Agreement to be constructed upon the Property.

(b) Maintenance and Operation of Improvements.

The Redeveloper shall, at all times until the Plan Expiration Date, keep the Improvements constructed on the Property in good and safe condition and repair and, in the occupancy, maintenance and operation of such Improvements and the Property, comply with all laws, ordinances, codes and regulations applicable thereto. This provision shall not be applicable with respect to Improvements the completion of which has been previously certified by the Authority in the case of fire or insured casualty, as to which the provisions of Paragraph (e) of this Section 8 shall apply.

(c) Additions or Subtractions to Completed Improvements.

After the Improvements required by this Agreement to be constructed by the Redeveloper on the Property shall have been completed, the Redeveloper shall not, without the prior written approval of the Authority, until the Plan Expiration Date, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof which would not be in accordance with the Urban Renewal Plan or which would result in significant changes to any of the following: (i) the external appearance of the Improvements of the Property, or (ii) the material, design, dimensions or workmanship of the entrances or open spaces on the Improvements or (iii) the circulation patterns. In the event the Redeveloper shall fail to comply with the foregoing requirement, the Authority may within a reasonable time after its discovery thereof direct in writing that the Redeveloper so modify, reconstruct or remove such portion or portions of the Improvements as were reconstructed, demolished, subtracted from, added to, extended, or otherwise changed, without the prior written approval of the Authority.

(d) Reimbursement of Authority in Respect of Certain Litigation.

The Redeveloper shall pay all reasonable costs and expenses of litigation including attorneys' fees in reasonable amounts, which may be incurred by the Authority in any proceedings brought to enforce compliance with the provisions of this Agreement, to the extent the Authority prevails.

(e) Insurance Coverage.

(1) The Redeveloper shall, until the Plan Expiration Date, keep all of the insurable Improvements insured by fire and extended coverage insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the use of similar improvements in the City (which insurance shall, during the period of construction, be in builder's risk completed value form and shall cover any material stored upon the Property). Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of such Improvements, and, in any event, as to fire and extended coverage insurance (Endorsement No. 4), in amounts not less than eighty per centum of the actual cash value of such Improvements. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, shall name the Authority as a party insured, and shall have attached hereto a clause making the loss payable to the Redeveloper, the mortgagee, and, subject to the rights of the mortgagee, the Authority, as their respective interests may appear.

(2) Each insurance policy shall be written to become effective as of the date title is conveyed to the Redeveloper pursuant hereto.

(3) Certificates of such policies and renewals shall be filed with the Authority.

(4) All insurance policies shall provide that any cancellation, change or termination thereof shall not be effective with respect to the Authority until after at least ten (10) days prior notice

has been given to the Authority to the effect that such insurance policies are to be cancelled, changed, or terminated at a particular time.

(5) In the event the Redeveloper at any time refuses, neglects, or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the Authority, at its option, may procure or renew such insurance, and all amounts of money reasonably paid therefor by the Authority shall be payable by the Redeveloper to the Authority, with interest thereon at three percentage (3%) points over the so-called going Federal rate as from time to time in effect as specified by the Secretary of the Treasury pursuant to Section 110(g) of the Housing Act of 1949, as amended, from the date the same were paid by the Authority to the date of payment thereof by the Redeveloper. The Authority shall notify the Redeveloper in writing of the date, purposes, and amounts of any such payments made by it, and of the going Federal rate, and changes therein, when appropriate hereunder.

(6) Whenever any Improvement, or any part thereof, constructed on the Property shall have been damaged or destroyed prior to the Plan Expiration Date, the Redeveloper shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claim and any other money provided for the reconstruction, restoration or repair of any such improvement, shall be deposited in a separate account of the Redeveloper, or of any mortgagee, for application to or toward the payment of such reconstruction, restoration or repair to a condition at least comparable to that existing at the time of such damage or destruction or, as the Redeveloper mah in its sole discretion elect, to the condition in which the Redeveloper was originally obligated under the Agreement to construct such improvements.

(7) The Redeveloper with the written approval of the Authority and any mortgagee of record permitted hereunder, may determine that all or any part of any such damage to or destruction of such improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper, subject to the rights of any mortgagee of record permitted hereunder. The Redeveloper, without having to obtain any consent or approval whatsoever from the Authority, may, if any such damage or destruction occurs within the last five years

prior to the Plan Expiration Date, determine that all or any part of the damage or destruction shall not be reconstructed, restored or repaired, and, in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration or repair, shall be retained by the Redeveloper subject to claims of any mortgagee or mortgagees of record.

(8) The Redeveloper shall commence to reconstruct, restore or repair any Improvements or any portion thereof, which have been destroyed or damaged and which the Redeveloper is obligated to repair, restore or reconstruct in accordance with this Agreement, within a period not to exceed six months after such destruction or damage (or, if the conditions then prevailing reasonably require a longer period, such longer period as the Redeveloper and the Authority may agree in writing), and shall well and diligently and with dispatch prosecute such reconstruction, restoration or repair to completion, such reconstruction, restoration or repair in any event to be completed within twelve (12) months after the start thereof, unless the conditions then prevailing reasonably require a longer period, in which event such reconstruction, restoration or repair need not be completed within such twelve (12) month period but may be completed within such longer period as the Redeveloper and the Authority may agree upon in writing.

(f) Holder, etc., of an Authorized Mortgage.

The term "holder" in reference to a mortgage authorized by this Agreement shall mean the mortgagee and shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed or trust.

(g) Agreement Binding on Successors and Assigns.

The respective provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Redeveloper and the public body or bodies succeeding to the interests of the Authorit, and to any subsequent grantees of any portion of the Property; but the Redeveloper, and its successors and assigns, shall, with respect to any breaches under this Agreement occurring after the issuance of the certificate of completion with respect to the completion of all the Improvements in accordance with this Agreement, be liable, and any permitted mortgagee shall in any event be liable, under this Agreement only for breaches occurring during its or their respective ownership of an interest in the Property and only with respect to and only for breaches occurring in respect to that portion of the Property as to which the Redeveloper, its successors and assigns, or mortgagee, as the case may be, at the time of the breach holds an interest in such portion of the Property.

SECTION 9 : MODIFICATIONS OF PART II

The following amendments and modifications are hereby made in the terms, covenants, and conditions forming Part II hereof:

(a) Section 101 hereof is hereby amended by deleting the present provisions thereof and substituting the following sentences:

> "The Authority assumes no responsibility for the present or future condition of the site or its suitability for any specific purpose or the completion of any or all items of site preparation work at any particular time. Apart from extension of time, no payment or allowance of any kind shall be made to the Redeveloper as compensation or damages because of any failure or delay by the Authority, however, caused. The Redeveloper has examined the Property, is familiar with the physical condition thereof and acknowledges that the Authority has made no representations with respect thereto".

(b) Sections 102 and 103 hereof are hereby deleted.

(c) Section 301 hereof is hereby amended by inserting the following sentences at the beginning thereof:

> "The Redeveloper shall construct on the Property, and the Property shall be used primarily for the construction of the improvements described in the "Whereas" recitals of this Agreement".
>
> "No structures or improvements including signs, pavements and landscaping of a permanent nature shall be constructed which are not whosn on the Construction Plans approved by the Authority hereunder, nor shall any work be done on the construction of the Improvements if such work substantially deviates from such approved Construction Plans in any of the following respects, except and only to the extent that modifications thereof have been previously submitted to and approved in writing by the Authority (which approval shall not be unreasonably withheld): (1) if the exteriors of the Improvements or Property are affected in any way; (2) if there are any changes in material, design, dimensions or workmanship of the entrances, or open spaces or the improvements; or (3) if the circulation patterns are changed in any way. In the event that the Redeveloper shall fail to comply with the foregoing requirements, the Authority may, within a time not to exceed ten (10) working days after discovery or notice thereof by the Authority, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the Improvements erected or being erected on the Property as so deviate from such approved Construction Plans or any approved modifications thereof, as to bring

them into conformance therewith. The Redeveloper shall promptly comply with such a directive and shall not proceed with construction of such portion of all the Improvements as are the subject of such a directive until such directive is complied with. Any delays in completion of the Improvements resulting from such modification or reconstruction shall not be a ground for the extension of the time limits of construction on the Property as provided for in Section 4 of the Agreement.

(d) Section 301 hereof is hereby further amended by inserting the words "the Development Proposal", immediately before the words "the Urban Renewal Plan" in each instance where the latter words appear and by changing "thirty (30)" to "twenty-one (21)" in the fourth sentence thereof.

(e) Section 301 hereof is hereby further amended by inserting at the end thereof the following additional paragraph:

"In submitting changes in the Construction Plans to the Authority for its approval, the Redeveloper shall consider and take into account the planning and design objectives set forth in the Development Proposal and the Urban Renewal Plan, and the Authority shall consider such objectives in its review of and action upon the Construction Plans".

(f) Subdivision (a) of Section 307 hereof is hereby amended by adding the following sentence at the end thereof:

"Notwithstanding the foregoing provisions of this Section 307, and the failure of the Redeveloper to complete the Improvements in certain minor aspects, the Authrity may in its sole discretion issue to the Redeveloper a certificate of completion if the Redeveloper shall deposit in an escrow account, under terms satisfactory to the Authority, an amount not less than the amount estimated by the Authority at the time as necessary to complete the Improvements in all aspects. The issuance of such certificate of completion shall not, however, relieve the Redeveloper from its obligation to complete the Improvements in accordance with this Agreement.

(g) Section 401 hereof is hereby amended by deleting subdivision and substituting the following new subdivisions (b) and (c):

"(b) Not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any Improvements erected or to be erected thereon, or any part thereof", and "(c) Cause all advertising (including signs) for sale and/or rental of the whole or any part of the Property to include the legend, "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitution".

and by adding such further sub-divisions as may be appropriate to set forth the further agreements of the Redeveloper which survive the closing.

(h) Section 402 hereof is hereby amended by deleting the words "and the owner of any other land (or if any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan" from the first sentence thereof.

(i) Section 402 hereof is hereby further amended by deleting the portion of the second sentence thereof before the word "Provided" and by inserting in lieu thereof the following words:

"It is further intended and agreed that the agreements and covenants provided in the various subdivisions of Section 401 hereof shall remain in effect for the periods of time, or until the dates, respectively specified or referred to in Section 6 of Part I hereof (at which respective time such agreements and covenants shall terminate):"

(j) Section 503 hereof is hereby amended by inserting the words "purchasing and paying for the Property and" immediately before the words "making the Improvements" in clause (i) of subdivision (a) (1) thereof.

(k) Section 601 hereof is hereby amended by changing the period at the end of the first sentence to a comma and by adding thereafter the following words:

"or for the purpose of refinancing, but not increasing, any outstanding loan or loans obtained by the Redeveloper for any such purpose".

Said Section is hereby further amended by changing the word "financing", appearing in the second and third sentences of said Section, to "financing or refinancing".

(l) Section 702 hereof is hereby deleted.

(m) Section 703 hereof is hereby amended by deleting the parenthetical expression from subdivision (b) thereof. Said Section is hereby further amended by changing the portion thereof, following subdivision (c) thereof, to read as follows:

> "then this Agreement, and any rights to the Redeveloper, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the Authority or the Property, shall, at the option of the Authority, be terminated by the Authority; in which event, as provided in Paragraph (c), Section 3 of Part I hereof, the Deposit shall be retained by the Authority as liquidated damages (actual damages being impossible to determine) and as its property without any deduction, offset, or recoupment whatsoever, and neither the Redeveloper (or assignee or transferee) nor the Authority shall have any further rights against or liability to the other under this Agreement".

(n) Section 704 hereof is hereby amended by adding the following at the end thereof:

> "In the event that the Authority shall at any time prior to the completion of the Improvements as aforesaid have the right to declare a termination in favor of the Authority of the title of the Redeveloper in and to the Property or any part thereof, the Redeveloper shall promptly upon written demand by the Authority transfer possession of, and reconvey by quitclaim deed, such Property, or part thereof, together with all improvements thereon, to the Authority without cost to the Authority, subject to any easements reserved or created by the Authority and subject to the provisions of the foregoing clauses (1) and (2);

> "Whether the Authority shall have given any notice or made any demand or exercised any other remedy under this Section 704, in the event that the Redeveloper shall default in or violate its obligation with respect to the commencement or completion of construction of the Improvements hereunder as specified in Section 4 of this Agreement, the Redeveloper shall promptly pay to the Authority, upon demand, as agreed liquidated damages (actual damages being impossible to determine) the sum of One Hundred Dollars ($100.00) per calendar day up to the amount of the Deposit for each day said commencement or completion or both shall be delayed".

(o) Section 802 hereof is hereby amended by inserting "as amended by Executive Order 11375 of October 13, 1967" after "Executive Order 11246 of September 23, 1965", wherever the same appears in said Section.

SECTION 10 : COUNTERPARTS

This Agreement is executed in five (5) counterparts, each of which shall constitute one and the same instrument.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By ____________________
Charles C. Nowiszewski
Chairman

(SEAL)
Attest:

____

(SEAL)
Attest:

____

ROMAN CATHOLIC ARCHBISHOP OF BOSTON

By ____________________
11/26/82

FAY, SPOFFORD & THORNDIKE, INC.
ENGINEERS
BOSTON, MASS.

August 9, 1982

CAMBRIDGE REDEVELOPMENT AUTHORITY
WELLINGTON-HARRINGTON URBAN RENEWAL AREA
ENGINEER'S DESCRIPTION
TRACT 4B

Beginning at a point on the easterly sideline of Portland Street, said point being S22°-40'-53"W a distance of four hundred seven and fifty-nine hundredths (407.59) feet from the intersection of the southerly sideline of Cambridge Street and the easterly sideline of Portland Street;

Thence running S80°-26'-07"E by land now or formerly of the Roman Catholic Archbishop of Boston, a corporation sole, a distance of one hundred ninety-two and fifty hundredths (192.50) feet to a point;

Thence turning and running S10°-46'-14"W by land now or formerly of Consolidated Rail Corporation ("CONRAIL") a distance of one hundred thirty-two and eleven hundredths (132.11) feet to a point;

Thence turning and running N80°-26'-07"W by land now or formerly of the Cambridge Redevelopment Authority (TRACT 4C-1) a distance of two hundred twenty and fifty hundredths (220.50) feet to a point on the easterly sideline of Portland Street;

Thence turning and running N22°-20'-53"E along the easterly sideline of Portland Street a distance of one hundred thirty-five and sixty-one hundredths (135.61) feet to the point of beginning.

The Tract described herein contains twenty-seven thousand two hundred and seventy-five (27,275) square feet more or less.

Tract 4B is shown on a plan entitled "TRACT DISPOSITION PLAN TRACTS 4B, 4C-1, 4C-2, 4C-3, 4C-4 AND 4C-5," prepared by Fay, Spofford & Thorndike, Inc., Engineers and dated August 9, 1982.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

URBAN RENEWAL PROGRAM

TERMS AND CONDITIONS

Part II

of

Contract for

SALE OF LAND FOR PRIVATE REDEVELOPMENT

By and Between

Cambridge Redevelopment Authority

and

ROMAN CATHOLIC ARCHBISHOP OF BOSTON

PART II

CONTENTS

ARTICLE I. PREPARATION OF PROPERTY FOR REDEVELOPMENT

SEC. 101. Work To Be Performed by Agency. The Agency shall, prior to conveyance of the Property and without expense to the Redeveloper, prepare the Property for redevelopment by the Redeveloper in accordance with the Urban Renewal Plan and the Agreement. Such preparation of the Property shall consist of the following (unless the Agency and the Redeveloper hereafter agree in writing that any of such preparation shall not be done, or that it shall be done subsequent to the conveyance of the Property):

(a) Demolition and Removal. The demolition and removal to the surface elevation of the adjoining ground of all existing buildings, other structures and improvements on the Property, including the removal of all bricks, lumber, pipes, equipment and other material, and all debris and rubbish resulting from such demolition, except such material and debris as may be used for any filling required by this Section.

(b) Reduction of Walls. The reduction of all walls, including foundation walls, to the surface elevation of the adjoining ground.

(c) Breaking Up Basement Floors. The breaking up of all basement or cellar floors sufficiently to permit proper drainage.

(d) Removal of Paving. The removal by the Agency or by the appropriate public body of all paving (including catch basins, curbs, gutters, drives, and sidewalks) within or on the Property.

(e) Removal of Public Utility Lines. The removal or abandonment by the Agency or by the appropriate public body or public utility company of all public utility lines, installations, facilities, and related equipment within or on the Property.

(f) Filling and Grading. Such filling, grading, and leveling of the land (but not including topsoil or landscaping) as will permit proper drainage and place the Property in a safe, clean, sanitary, and nonhazardous condition.

(g) Filling Materials. The filling of all basements or other excavations exposed as a result of the work performed by the Agency pursuant to this Section, with noncombustible materials to a level twelve (12) inches below the surface of the adjoining ground on all sides thereof.

SEC. 102. Expenses, Income, and Salvage. All expenses, including current taxes, if any, relating to buildings or other structures demolished or to be demolished in accordance with Section 101 hereof shall be borne by, and all income or salvage received as a result of the demolition of such buildings or structures shall belong to, the Agency.

SEC. 103. Agency's Responsibilities for Certain Other Actions. The Agency, without expense to the Redeveloper or assessment or claim against the Property and prior to completion of the Improvements (or at such earlier time or times as the Redeveloper and the Agency may agree in writing), shall, in accordance with the Urban Renewal Plan, provide or secure or cause to be provided or secured, the following:

(a) Vacation of Streets, Etc. The closing and vacation of all existing streets, alleys, and other public rights-of-way within or abutting on the Property.

(b) Replatting, Resubdivision, or Rezoning. The replatting, resubdivision, or rezoning of the Property, if necessary for the conveyance thereof to the Redeveloper.

(c) Improvements of Existing Streets. The improvement (by the Agency or by the appropriate public body) by resurfacing, rebuilding, or new construction, in accordance with the technical specifications, standards, and practices of the City, of the existing streets, alleys, or other public rights-of-way (including catch basins, curbs and gutters, drive and curb cuts, and drives between the property line of the Property and the public rights-of-way) abutting on the Property.

(d) Construction and Dedication of New Streets. The construction (by the Agency or by the appropriate public body), in accordance with the technical specifications, standards, and practices of the City, and the dedication of all new streets, alleys, and other public rights-of-way (including catch basins, curbs, and gutters) abutting on the Property.

(e) Installation of Sidewalks. The installation (by the Agency or by the appropriate public body), in accordance with the technical specifications, standards, and practices of the City, of public sidewalks along the frontage of the public streets abutting on the Property or within the rights-of-way lines of such public streets, together with sodding or seeding of any such public area between such sidewalks or the curb lines of such public streets.

(f) Street Lighting, Signs, and Fire Hydrants. The installation (by the Agency or by the appropriate public body), in accordance with the technical specifications, standards, and practices by the City, of street lighting, signs, and fire hydrants in connection with all new streets abutting on the Property and to be constructed pursuant to this Section.

(g) Installation of Public Utilities. The installation or relocation (by the Agency or by the appropriate public body or public utility company) of such sewers, drains, water and gas distribution lines, electric, telephone, and telegraph lines, and all other public utility lines, installations, and facilities as are necessary to be installed or relocated on or in connection with the Property by reason of the redevelopment contemplated by the Urban Renewal Plan and the development of the Property: Provided, That the Agency shall not be responsible for, nor bear any portion of the cost of, installing the necessary utility connections within the boundaries of the Property between the Improvements to be constructed on the Property by the Redeveloper and the water, sanitary sewer, and storm drain mains or other public utility lines owned by the City or by any public utility company within or without such boundaries, or electric, gas, telephone, or other public utility lines owned by any public utility company within or without such boundaries, and the Redeveloper shall secure any permits required for any such installation without cost or expense to the Agency.

SEC. 104. Waiver of Claims and Joining in Petitions by Redeveloper. The Redeveloper hereby waives (as the purchaser of the Property under the Agreement and as the owner after the conveyance of the Property provided for in the Agreement) any and all claims to awards of damages, if any, to compensate for the closing, vacation, or change of grade of any street, alley, or other public right-of-way within or fronting or abutting on, or adjacent to, the Property which, pursuant to subdivision (a) of Section 103 hereof, is to be closed or vacated, or the grade of which is to be changed, and shall upon the request of the Agency subscribe to, and join with, the Agency in any petition or proceeding required for such vacation, dedication, change of grade, and, to the extent necessary, rezoning, and execute any waiver or other document in respect thereof.

ARTICLE II. RIGHTS OF ACCESS TO PROPERTY

SEC. 201. Right of Entry for Utility Service. The Agency reserves for itself, the City, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to in Paragraph (a), Section 2 of Part I hereof.

SEC. 202. Redeveloper Not To Construct Over Utility Easements. The Redeveloper shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Paragraph (a), Section 2 of Part I hereof, unless such construction is provided for in such easement or has been approved by the City. If approval for such construction is requested by the Redeveloper, the Agency shall use its best efforts to assure that such approval shall not be withheld unreasonably.

SEC. 203. Access to Property. Prior to the conveyance of the Property by the Agency to the Redeveloper, the Agency shall permit representatives of the Redeveloper to have access to any part of the Property as to which the Agency holds title, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out the Agreement. After the conveyance of the Property by the Agency to the Redeveloper, the Redeveloper shall permit the representatives of the Agency, the City, and the United States of America access to the Property at all reasonable times which any of them deems necessary for the purposes of the Agreement, the Cooperation Agreement, or the Contract for Loan and Capital Grant, including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

ARTICLE III. CONSTRUCTION PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

SEC. 301. Plans for Construction of Improvements. Plans and specifications with respect to the redevelopment of the Property and the construction of improvements thereon shall be in conformity with the Urban Renewal Plan, the Agreement, and all applicable State and local laws and regulations. As promptly as possible after the date of the Agreement, and, in any event, no later than the time specified therefor in Paragraph (a), Section 5 of Part I hereof, the Redeveloper shall submit to the Agency, for approval by the Agency, plans, drawings, specifications, and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents, and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the Agency as herein provided, are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans") with respect to the improvements to be constructed by the Redeveloper on the Property, in sufficient completeness and detail to show that such improvements and construction thereof will be in accordance with the provisions of the Urban Renewal Plan and the Agreement. The Agency shall, if the Construction Plans originally submitted conform to the provisions of the Urban Renewal Plan and the Agreement, approve in writing such Construction Plans and no further filing by the Redeveloper or approval by the Agency thereof shall be required except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the Agency, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the Agency. If the Agency so rejects the Construction Plans in whole or in part as not being in conformity with the Urban Renewal Plan or the Agreement, the Redeveloper shall submit new or corrected Construction Plans which are in conformity with the Urban Renewal Plan and the Agreement, within the time specified therefor in Paragraph (b), Section 5 of Part I hereof, after written notification to the Redeveloper of the rejection. The provisions of this Section relating to approval, rejection, and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the Agency: Provided, That in any event the Redeveloper shall submit Construction Plans which are in conformity with the requirements of the Urban Renewal Plan and the Agreement, as determined by the Agency, no later than the time specified therefor in Paragraph (c), Section 5 of Part I hereof. All work with respect to the improvements to be constructed or provided by the Redeveloper on the Property shall be in conformity with the Construction Plans as approved by the Agency. The term "Improvements", as used in this Agreement, shall be deemed to have reference to the improvements as provided and specified in the Construction Plans as so approved.

SEC. 302. Changes in Construction Plans. If the Redeveloper desires to make any change in the Construction Plans after their approval by the Agency, the Redeveloper shall submit the proposed change to the Agency for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of Section 301 hereof with respect to such previously approved Construction Plans, the Agency shall approve the proposed change and notify the Redeveloper in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the Agency unless rejection thereof, in whole or in part, by written notice thereof by the Agency to the Redeveloper, setting forth in detail the reasons therefor, shall be made within the period specified therefor in Paragraph (d), Section 5 of Part I hereof.

SEC. 303. Evidence of Equity Capital and Mortgage Financing. As promptly as possible after approval by the Agency of the Construction Plans, and, in any event, no later than the time specified therefor in Paragraph (e), Section 5 of Part I hereof, the Redeveloper shall submit to the Agency evidence satisfactory to the Agency that the Redeveloper has the equity capital and commitments for mortgage financing necessary for the construction of the Improvements.

SEC. 304. Approvals of Construction Plans and Evidence of Financing As Conditions Precedent to Conveyance. The submission of Construction Plans and their approval by the Agency as provided in Section 301 hereof, and the submission of evidence of equity capital and commitments for mortgage financing as provided in Section 303 hereof, are conditions precedent to the obligation of the Agency to convey the Property to the Redeveloper.

SEC. 305. Commencement and Completion of Construction of Improvements. The Redeveloper agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself and such successors and assigns, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such construction shall in any event be begun within the period specified in Section 4 of Part I hereof and be completed within the period specified in such Section 4. It is intended and agreed, and the Deed shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Agency and enforceable by the Agency against the Redeveloper and its successors and assigns to or of the Property or any part thereof or any interest therein.

SEC. 306. Progress Reports. Subsequent to conveyance of the Property, or any part thereof, to the Redevelop , and until construction of the Improvements has been completed, the Redeveloper shall make reports, in such detail and at such times as may reasonably be requested by the Agency, as to the actual progress of the Redeveloper with respect to such construction.

SEC. 307. Certificate of Completion.

(a) Promptly after completion of the Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Redeveloper to construct the Improvements (including the dates for beginning and completion thereof), the Agency will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Agency shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligations of the Redeveloper, and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof: Provided, That if there is upon the Property a mortgage insured, or held or owned, by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting a part of the Improvements and covered by such mortgage are, in fact, substantially completed in accordance with the Construction Plans and are ready for occupancy, then, in such event, the Agency and the Redeveloper shall accept the determination of the Federal Housing Administration as to such completion of the construction of the Improvements in accordance with the Construction Plans, and, if the other agreements and covenants in the Agreement obligating the Redeveloper in respect of the construction and completion of the Improvements have been fully satisfied, the Agency shall forthwith issue its certification provided for in this Section. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof.

(b) With respect to such individual parts or parcels of the Property which, if so provided in Part I hereof, the Redeveloper may convey or lease as the Improvements to be constructed thereon are completed, the Agency will also, upon proper completion of the Improvements relating to any such part or parcel, certify to the Redeveloper that such Improvements have been made in accordance with the provisions of the Agreement. Such certification shall mean and provide, and the Deed shall so state, (1) that any party purchasing or leasing such individual part or parcel pursuant to the authorization herein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the Improvements relating to such part or parcel or to any other part or parcel of the Property; and (2) that neither the Agency nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or, in the case of lease, with respect to the leasehold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Property as a result of a default in or breach of any provisions of the Agreement or the Deed by the Redeveloper or any successor in interest or assign, unless (i) such default or breach be by the purchaser or lessee, or any successor in interest to or assign of such individual part or parcel with respect to the covenants contained and referred to in Section 401 hereof, and (ii) the right, remedy, or control relates to such default or breach.

(c) Each certification provided for in this Section 307 shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property, including the Deed. If the Agency shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Agency shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Agency, for the Redeveloper to take or perform in order to obtain such certification.

ARTICLE IV. RESTRICTIONS UPON USE OF PROPERTY

SEC. 401. Restrictions on Use. The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall:

(a) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan; and

(b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 402. Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 401 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United

States (in the case of the covenant provided in subdivision (b) of Section 401 hereof), against the Redeveloper, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided in subdivision (a) of Section 401 hereof shall remain in effect for the period of time, or until the date, specified or referred to in Section 6 of Part I hereof (at which time such agreement and covenant shall terminate) and that the agreements and covenants provided in subdivision (b) of Section 401 hereof shall remain in effect without limitation as to time: Provided, That such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest to the Property, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the Property or part thereof. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in the Agreement shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

SEC. 403. Agency and United States Rights To Enforce. In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that the Agency and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 401 hereof, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of Section 401 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Agency and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in subdivision (b) of Section 401 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 501. Representations As to Redevelopment. The Redeveloper represents and agrees that its purchase of the Property, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of redevelopment of the Property and not for speculation in land holding. The Redeveloper further recognizes that, in view of

(a) the importance of the redevelopment of the Property to the general welfare of the community;

(b) the substantial financing and other public aids that have been made available by law and by the Federal and local Governments for the purpose of making such redevelopment possible; and

(c) the fact that a transfer of the stock in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such stock or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the Property then owned by the Redeveloper,

the qualifications and identity of the Redeveloper, and its stockholders, are of particular concern to the community and the Agency. The Redeveloper further recognizes that it is because of such qualifications and identity that the Agency is entering into the Agreement with the Redeveloper, and, in so doing, is further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in the Agreement.

SEC. 502. Prohibition Against Transfer of Shares of Stock; Binding Upon Stockholders Individually. For the foregoing reasons, the Redeveloper represents and agrees for itself, its stockholders, and any successor in interest of itself and its stockholders, respectively, that: Prior to completion of the Improvements as certified by the Agency, and without the prior written approval of the Agency, (a) there shall be no transfer by any party owning 10 percent or more of the stock in the Redeveloper (which term shall be deemed for the purposes of this and related provisions to include successors in interest of such stock or any part thereof or interest therein), (b) nor shall any such owner suffer any such transfer to be made, (c) nor shall there be or be suffered to be by the Redeveloper, or by any owner of 10 percent or more of the stock therein, any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise. With respect to this provision, the Redeveloper and the parties signing the Agreement on behalf of the Redeveloper represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them with respect thereto.

503. Prohibition Against Transfer of Property and Assignment of Agreement. Also, for the foregoing reasons the Redeveloper represents and agrees for itself, and its successors and assigns, that:

(a) Except only

(1) by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Improvements under the Agreement, and (ii) any other purpose authorized by the Agreement, and

(2) as to any individual parts or parcels of the Property on which the Improvements to be constructed thereon have been completed, and which, by the terms of the Agreement, the Redeveloper is authorized to convey or lease as such Improvements are completed,

the Redeveloper (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Improvements as certified by the Agency, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Agency: Provided, That, prior to the issuance by the Agency of the certificate provided for in Section 307 hereof as to completion of construction of the Improvements, the Redeveloper may enter into any agreement to sell, lease, or otherwise transfer, after the issuance of such certificate, the Property or any part thereof or interest therein, which agreement shall not provide for payment of or on account of the purchase price or rent for the Property, or the part thereof or the interest therein to be so transferred, prior to the issuance of such certificate.

(b) The Agency shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Agency, necessary and adequate to fulfill the obligations undertaken in the Agreement by the Redeveloper (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).

(2) Any proposed transferee, by instrument in writing satisfactory to the Agency and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Agency, have expressly assumed all of the obligations of the Redeveloper

under the Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the Agency) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Agency of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of the Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Agency of or with respect to any rights or remedies or controls provided in or resulting from the Agreement with respect to the Property and the construction of the Improvements that the Agency would have had, had there been no such transfer or change.

(3) There shall be submitted to the Agency for review all instruments and other legal documents involved in effecting transfer; and if approved by the Agency, its approval shall be indicated to the Redeveloper in writing.

(4) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Redeveloper of the Property (or allocable to the part thereof or interest therein transferred) and the Improvements, if any, theretofore made thereon by it; it being the intent of this provision to preclude assignment of the Agreement or transfer of the Property (or any parts thereof other than those referred to in subdivision (2), Paragraph (a) of this Section 503) for profit prior to the completion of the Improvements and to provide that in the event any such assignment or transfer is made (and is not canceled), the Agency shall be entitled to increase the Purchase Price to the Redeveloper by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this subdivision (4), and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the Agency.

(5) The Redeveloper and its transferee shall comply with such other conditions as the Agency may find desirable in order to achieve and safeguard the purposes of the Urban Renewal Act and the Urban Renewal Plan.

Provided, That in the absence of specific written agreement by the Agency to the contrary, no such transfer or approval by the Agency thereof shall be deemed to relieve the Redeveloper, or any other party bound in any way by the Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

SEC. 504. Information As to Stockholders. In order to assist in the effectuation of the purposes of this Article V and the statutory objectives generally, the Redeveloper agrees that during the period between execution of the Agreement and completion of the Improvements as certified by the Agency, (a) the Redeveloper will promptly notify the Agency of any and all changes whatsoever in the ownership of stock, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information; and (b) the Redeveloper shall, at such time or times as the Agency may request, furnish the Agency with a complete statement, subscribed and sworn to by the President or other executive officer of the Redeveloper, setting forth all of the stockholders of the Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in such stock their names and the extent of such interest, all as determined or indicated by the records of the Redeveloper, by specific inquiry made by any such officer, of all parties who on the basis of such records own 10 percent or more of the stock in the Redeveloper, and by such other knowledge or information as such officer shall have. Such lists, data, and information shall in any event be furnished the Agency immediately prior to the delivery of the Deed to the Redeveloper and as a condition precedent thereto, and annually thereafter on the anniversary of the date of the Deed until the issuance of a certificate of completion for all the Property.

ARTICLE VI. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

SEC. 601. Limitation Upon Encumbrance of Property. Prior to the completion of the Improvements, as certified by the Agency, neither the Redeveloper nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining (a) funds only to the extent necessary for making the Improvements and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Redeveloper to the Agency. The Redeveloper (or successor in interest) shall notify the Agency in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the Agency of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Redeveloper or otherwise. For the purposes of such mortgage financing as may be made pursuant to the Agreement, the Property may, at the option of the Redeveloper (or successor in interest), be divided into several parts or parcels, provided that such subdivision, in the opinion of the Agency, is not inconsistent with the purposes of the Urban Renewal Plan and the Agreement and is approved in writing by the Agency.

SEC. 602. Mortgagee Not Obligated To Construct. Notwithstanding any of the provisions of the Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by the Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall in no wise be obligated by the provisions of the Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder: Provided, That nothing in this Section or any other Section or provision of the Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and in the Agreement.

SEC. 603. Copy of Notice of Default to Mortgagee. Whenever the Agency shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper in its obligations or covenants under the Agreement, the Agency shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by the Agreement at the last address of such holder shown in the records of the Agency.

SEC. 604. Mortgagee's Option To Cure Defaults. After any breach or default referred to in Section 603 hereof, each such holder shall (insofar as the rights of the Agency are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage: Provided, That if the breach or default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of the Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the Agency, by written agreement satisfactory to the Agency, to complete, in the manner provided in the Agreement, the Improvements on the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the Agency, to a certification or certifications by the Agency to such effect in the manner provided in Section 307 of the Agreement, and any such certification shall, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of or reversion or revesting of title to the Property that the Agency shall have or be entitled to because of failure of the Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of the Agreement by the Redeveloper or such successor, shall not apply to the part or parcel of the Property to which such certification relates.

SEC. 605. Agency's Option To Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default or breach by the Redeveloper (or successor in interest) under the Agreement, the holder of any mortgage on the Property or part thereof

(a) has, but does not exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or

(b) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon by the Agency and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in the Agreement), and such default shall not have been cured within sixty (60) days after written demand by the Agency so to do,

the Agency shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the Agency shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 606. Agency's Option To Cure Mortgage Default. In the event of a default or breach prior to the completion of the Improvements by the Redeveloper, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the Agency may at its option cure such default or breach, in which case the Agency shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by the Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all costs and expenses incurred by the Agency in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement: Provided, That any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by the Agreement.

SEC. 607. Mortgage and Holder. For the purposes of the Agreement: The term "mortgage" shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust, including, but not limited to, the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor in office of either such official.

ARTICLE VII. REMEDIES

SEC. 701. In General. Except as otherwise provided in the Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 702. Termination by Redeveloper Prior to Conveyance. In the event that

(a) the Agency does not tender conveyance of the Property, or possession thereof, in the manner and condition, and by the date, provided in the Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or

(b) the Redeveloper shall, after preparation of Construction Plans satisfactory to the Agency, furnish evidence satisfactory to the Agency that it has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the Agency of the Construction Plans, to obtain mortgage financing for the construction of the Improvements on a basis and on terms that would generally be considered satisfactory by builders or contractors for improvements of the nature and type provided in such Construction Plans, and the Redeveloper shall, after having submitted such evidence and if so requested by the Agency, continue to make diligent efforts to obtain such financing for a period of sixty (60) days after such request, but without success,

then the Agreement shall, at the option of the Redeveloper, be terminated by written notice thereof to the Agency, and, except with respect to the return of the Deposit as provided in Paragraph (e), Section 3 of Part I hereof, neither the Agency nor the Redeveloper shall have any further rights against or liability to the other under the Agreement.

SEC. 703. Termination by Agency Prior to Conveyance. In the event that

(a) prior to conveyance of the Property to the Redeveloper and in violation of the Agreement

(i) the Redeveloper (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein, or in the Property, or

(ii) there is any change in the ownership or distribution of the stock of the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or the degree thereof; or

(b) the Redeveloper does not submit Construction Plans, as required by the Agreement, or (except as excused under subdivision (b) of Section 702 hereof) evidence that it has the necessary equity capital and mortgage financing, in satisfactory form and in the manner and by the dates respectively provided in the Agreement therefor; or

(c) the Redeveloper does not pay the Purchase Price and take title to the Property upon tender of conveyance by the Agency pursuant to the Agreement, and if any default or failure referred to in subdivisions (b) and (c) of this Section 703 shall not be cured within thirty (30) days after the date of written demand by the Agency, then the Agreement, and any rights of the Redeveloper, or any assignee or transferee, in the Agreement, or arising therefrom with respect to the Agency or the Property, shall, at the option of the Agency, be terminated by the Agency, in which event, as provided in Paragraph (d), Section 3 of Part I hereof, the Deposit shall be retained by the Agency as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever, and neither the Redeveloper (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under the Agreement.

SEC. 704. Revesting Title in Agency Upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent t conveyance of the Property or any part thereof to the Redeveloper and prior to completion the Improvements as certified by the Agency

(a) the Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the Improvements) after written demand by the Agency so to do; or

(b) the Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Agency made for such payment, removal, or discharge, within ninety (90) days after written demand by the Agency so to do; or

(c) there is, in violation of the Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Redeveloper,

then the Agency shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Agency) the estate conveyed by the Deed to the Redeveloper, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in subdivisions (a), (b), and (c) of this Section 704, failure on the part of the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Redeveloper, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the Property, shall revert to the Agency: Provided, That such condition subsequent and any revesting of title as a result thereof in the Agency

(1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Agreement, and (ii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages; and

(2) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefor as provided in Section 307 hereof.

In addition to, and without in any way limiting the Agency's right to reentry as provided for in the preceding sentence, the Agency shall have the right to retain the Deposit, as provided in Paragraph (d), Section 3 of Part I hereof, without any deduction, offset or recoupment whatsoever, in the event of a default, violation or failure of the Redeveloper as specified in the preceding sentence.

SEC. 705. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the Agency of title to the Property or any part thereof as provided in Section 704, the Agency shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 704 set forth and provided) as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified for such Property or part thereof in the Urban R newal Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

(a) First, to reimburse the Agency, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Agency, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Agency from the Property or part thereof in connection with such m nagement); all taxes, assessments, and water an sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxatic or assessment or such charges during the period of ownership thereof by the Agency, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Agency by the Redeveloper and its successor or transferee; and

(b) Second, to reimburse the Redeveloper, its successor or transferee, up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the Agency as its property.

SEC. 706. Other Rights and Remedies of Agency; No Waiver by Delay. The Agency shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article VII, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title, and interest of the Redeveloper, and (except for such individual parts or parcels upon which construction of that part of the Improvements required to be constructed thereon has been completed, in accordance with the Agreement, and for which a certificate of completion as provided in Section 307 hereof is to be delivered, and subject to such mortgage liens and leasehold interests as provided in Section 704 hereof) its successors in interest and assigns, in the Property, and the revesting of title thereto in the Agency: Provided, That any delay by the Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article VII shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Agency should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the Agency with respect to any specific default by the Redeveloper under this Section be considered or treated as a waiver of the rights of the Agency with respect to any other defaults by the Redeveloper under this Section or with respect to the particular default except to the extent specifically waived in writing.

SEC. 707. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of the Agreement, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay as determined by the Agency: Provided, That the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

SEC. 708. Rights and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SEC. 709. Party in Position of Surety With Respect to Obligations. The Redeveloper, for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under the Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

ARTICLE VIII. MISCELLANEOUS

SEC. 801. Conflict of Interests; Agency Representatives Not Individually Liable. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of the Agreement.

SEC. 802. Equal Employment Opportunity. The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Improvements provided for in the Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the Department of Housing and Urban Development, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:", and the term "Redeveloper" shall be changed to "Contractor".

SEC. 803. Provisions Not Merged With Deed. None of the provisions of the Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Agency to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of the Agreement.

SEC. 804. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

☆U.S. GOVERNMENT PRINTING OFFICE: 1971-437-359/1146

AMENDMENT, dated as of January 29, 1982, to the LAND DISPOSITION AGREEMENT, dated August 28, 1979 (the "Land Disposition Agreement"), by and between CAMBRIDGE REDEVELOPMENT AUTHORITY (the "Authority") and ROMAN CATHOLIC ARCHBISHOP OF BOSTON-CORPORATION SOLE (the "Redeveloper").

WITNESSETH THAT:

Reference is made to the following facts:

A. The Redeveloper has constructed the St. Anthony's Church on the Property as defined in the Land Disposition Agreement, and has submitted revised plans and specifications for the related facilities including Parish Hall and Rectory (the "Parish Center") as prepared by Glaser/deCastro Associates, Architect.

B. With respect to the remaining portion of the property, it appears that, notwithstanding numerous efforts, the St. Anthony's Parish Center will not be developed within the time set forth in the Land Disposition Agreement; and the Redeveloper has requested that it be permitted to complete the construction of the Parish Center thereon under a revised schedule, and the Authority is willing to agree to such request upon the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Authority and the Redeveloper do hereby agree as follows:

1. The Land Disposition Agreement is hereby amended, effective as of the date hereof, by adding the following after the first sentence of subparagraph (a) of Section 4: "The construction of the Improvements known as the St. Anthony's "Parish Center" shall proceed as follows:

(1) On or before June 30, 1982, the Redeveloper shall submit to the Authority for its review and approval Final Working Drawings and Specifications for the Parish Center, together with fund-raising information and present fund-raising projections for the Parish Center.

(2) On or before June 30, 1984, the Redeveloper shall complete the construction of the Parish Center except for interior finish work and landscaping amenities. At the written request of the Redeveloper submitted to the Authority prior to June 30, 1984, the completion of said construction shall be extended to June 30, 1986 due to the Redeveloper's fund-raising schedule, provided that said construction shall in any event be commenced before January 1, 1986.

(3) On or before June 30, 1986 (or June 30, 1988 in the event of an extension under subparagraph (2) above), the Redeveloper shall complete the Parish Center interior finish work and landscaping amenities. At the written request of the Redeveloper submitted to the Authority prior to June 30, 1988, the completion of said interior finish work and landscaping shall be extended to June 30, 1989 due to the Redeveloper's schedule for completion of said construction."

2. The Land Disposition Agreement is hereby further amended, effective as of the date hereof, by adding Schedule B-1 in the form hereto attached.

3. The Redeveloper shall, by no later than June 30, 1982, prepare and submit to the Authority for review and approval final working drawings and specifications for the Parish Center together with present fund-raising information and fund-raising projections for the Parish Center; and shall thereafter submit such fund-raising information and fund-raising projections every six (6) months until the completion of the Parish Center; and shall commence the construction of the Parish Center by no later than January 1, 1986. Such obligations on the part of the Redeveloper shall continue in full force and effect notwithstanding the issuance by the Authority of any Certificate of Completion for any portion or all of the Property.

WITNESS the execution hereof under seal as of the day and year first above written.

Attest: (SEAL)	CAMBRIDGE REDEVELOPMENT AUTHORITY
Joseph F. Tulimieri Executive Director	By Charles ... Chairman
Attest: (SEAL)	
	Humberto S. Medeiros Roman Catholic Archbishop of Boston

H-170A

Land Disposition Contract - Wellington-
Harrington Neighborhood Renewal ARea -
Cambridge Redevelopment Authority -
Tract 4B - 400-404 Portland St.

November, 1982