

Middlesex South Registry of Deeds  
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Recording Information

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**Middlesex South Registry of Deeds**  
**Maria C. Curtatone, Register**  
208 Cambridge Street  
Cambridge, MA 02141  
617-679-6300  
[www.middlesexsouthregistry.com](http://www.middlesexsouthregistry.com)

Development: Bedford Village  
MassHousing No. 71-030  
FHA No. 023-98379  
Execution Version

----- Above Space is Reserved for Recording Information -----

FIRST AMENDMENT TO AMENDED AND RESTATED REGULATORY AGREEMENT

This FIRST AMENDMENT TO AMENDED AND RESTATED REGULATORY AGREEMENT (this "Amendment") is made as of November 10, 2020, by and between BEDFORD VILLAGE PRESERVATION ASSOCIATES LIMITED PARTNERHIP, a Massachusetts limited partnership, having an address of having an address of c/o Preservation of Affordable Housing, Inc., 40 Court Street, Suite 700, Boston, Massachusetts 02108 ("Borrower"), and MASSACHUSETTS HOUSING FINANCE AGENCY, a body politic and corporate organized pursuant to Massachusetts General Laws, Chapter 708 of the Laws of 1966, as amended, having a place of business at One Beacon Street, Boston, Massachusetts 02108 (hereinafter called "Lender").

Reference is made to that certain Amended and Restated Regulatory Agreement by and between Borrower and Lender dated as of December 30, 2019 and recorded with the Middlesex South Registry of Deeds at Book 73929, Page 1 (the "Agreement"). Capitalized terms used but not defined in this Amendment shall have the meanings given in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Lender hereby amend the Agreement as follows:

1. On page 1, delete the amount identified as "Borrower's Equity" of \$7,849,912, and substitute in place thereof, the amount of \$9,194,658.
2. Delete the Rent Schedule attached to the Agreement as Exhibit B, and substitute in place thereof, the Rent Schedule annexed to this Amendment as Exhibit B.
3. Except as specifically modified by this Amendment, the Agreement is hereby ratified and confirmed, and remains unchanged.

*[The remainder of this page is intentionally blank. Signature pages follow.]*

Property: 12 Bedford Village & 447 Concord Road, Bedford, MA

[Bedford Village: First Amendment to Amended and Restated Regulatory Agreement – Borrower Signature Page]

IN WITNESS WHEREOF, the Agency and the Borrower have caused this First Amendment to Regulatory Agreement to be executed by their respective duly authorized representative(s) as an instrument under seal as of the date set forth above.

BORROWER:

BEDFORD VILLAGE PRESERVATION ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership

By: POAH Bedford Village, LLC, its general partner

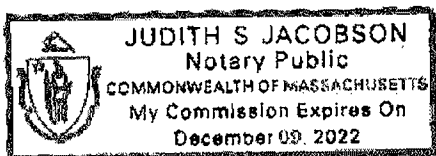
By: Preservation of Affordable Housing, Inc., its sole member

By: Arnon Gornstein  
Name: Arnon Gornstein  
Title: President and CEO  
Preservation of Affordable Housing, Inc.

COMMONWEALTH OF MASSACHUSETTS

Middlesex  
County of ~~Suffolk~~, ss.

On this 11<sup>th</sup> day of November, 2020, before me, the undersigned notary public Zayon Gornstein personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or  identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as President + CEO for Preservation of Affordable Housing, Inc., an Illinois non-profit corporation, as manager for POAH Bedford Village, LLC, a limited liability company, as general partner for Bedford Village Preservation Associates Limited Partnership, a limited partnership, as the voluntary act of the partnership.



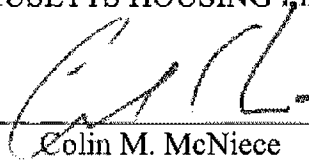
Judith S. Jacobson  
Notary Public  
My Commission Expires: 12/9/2022

[Bedford Village: First Amendment to Amended and Restated Regulatory Agreement – Agency Signature Page]

AGENCY:

MASSACHUSETTS HOUSING FINANCE AGENCY

By:



Colin M. McNiece  
General Counsel

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this 9<sup>th</sup> day of November, 2020, before me, the undersigned notary public, Colin M. McNiece personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or  identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as General Counsel of the Massachusetts Housing Finance Agency, a body politic and corporate organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended, as the voluntary act of the Massachusetts Housing Finance Agency.



Notary Public

My Commission Expires: 6/24/2027

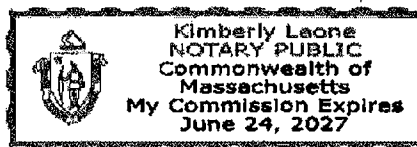


EXHIBIT B

RENT SCHEDULE

*Bedford Village Unit Mix*

Low-Income Housing Tax Credit (LIHTC) Eligible (<60% AMI)*									
Unit Size	Total Units	MRVPs		Tax Credit 60%		Tax Credit 80%		Restricted CPA at 100%	
		#	Rent	#	Rent	#	Rent	#	Rent
1-BR	36	4	\$1,164	22	\$900	4	\$1,271	6	\$1,271
2-BR	50	12	\$1,396	18	\$1,082	6	\$1,578	14	\$1,578
3-BR	10	3	\$1,630	5	\$1,200	1	\$2,073	1	\$2,073

*447 Concord Unit Mix*

Low-Income Housing Tax Credit (LIHTC) Eligible (<60% AMI)							
Unit Size	Total Units	MetroHousing HAP Contract at 50%		Tax Credit at 50%		Market/Unrestricted	
		#	Rent	#	Rent	#	Rent
1-BR	2	0		0		2	\$1,700
2-BR	8	2	\$1,533	6	\$1,312	0	
3-BR	4	2	\$1,937	2	\$1,509	0	