

**Amendment Two
of the Cooperation Agreement
between the CRA and Margaret Fuller Neighborhood House dated April 18, 2019**

This amendment (Amendment Two) is made this _17_ th day of June, 2020, by and between the Cambridge Redevelopment Authority (CRA), and Margaret Fuller Neighborhood House (MFNH) in regard to the Cooperation Agreement made and entered into by these parties on April 18, 2019 and amended on December 19, 2019 (the "Agreement").

In consideration of the mutual provisions and covenants contained herein, and in the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRA and MFNH, intending to be legally bound, agree as follows:

The CRA and MFNH have completed the Feasibility Phase outlined in the Agreement. The obligations outlined below replace all Obligations and Timelines detailed in the original Agreement and in Amendment One.

For the purposes of Amendment Two, the Project shall mean the redevelopment of the Margaret Fuller Neighborhood House's property at 71 Cherry Street in the Port neighborhood of Cambridge with infill condo development that will generate revenue to fund the renovation and expansion of the MFNH program space.

Both Parties agree to the following Project implementation steps:

1. Jointly refine the Project's scope, identify specific sources and uses, and advance schematic building designs which are based on the Project concept outlined in Exhibit A to this Amendment. To support this work, the CRA will continue to maintain and cover the cost of contracts with the design firm and real estate development consulting team.
2. By July 31, 2020, jointly develop and start to implement a community outreach plan in order to maintain communication, collect feedback, and grow support for the Project from City officials, abutters, residents of the Port, and other Cambridge residents.
3. Once the project subcommittee is in agreement on a refined project scope, sources and uses, and schematic designs, in part based on feedback collected during implementation of the community outreach plan (intended by September 30, 2020), sign a Predevelopment Agreement outlining:
 - The role of the CRA as the project lead and the role of MFNH as partner to help define the project and ensure it meets its organizational needs. This will include a decision making structure for when the parties may reduce or alter the scope, budget, and/or permitting path for the project based on new information that would significantly change likely condo sales prices, construction costs, soft costs, community support or other factors that would threaten the financial capacity of either party to carry out its commitment to the project.

- A schedule for meetings or check-ins with projections for key milestones for the work outlined below.
- Payment of predevelopment costs, through a combination of predevelopment loans to MFNH and CRA funding.
- Non-financial obligations of each party to advancing the project. This will include:
 - MFNH will actively and publicly support permitting and financing applications through support letters, public engagements and presentations as necessary in official hearings and unofficial community-based venues.
 - CRA will engage MFNH in internal project review.
 - MFNH will provide CRA and its consultants with access to the property. The Parties will cooperatively seek to minimize the impact on the Project upon the ongoing programs of the MFNH and will seek temporary alternative facilities wherever possible should the Project displace such activities.

The Predevelopment Agreement will advance the Project with the following work:

- Design Development work, including completion (or revisions) of schematic design, design development, construction pricing drawings, and construction drawings.
- Project permitting (securing all entitlements needed to begin construction, including a building permit).
- Securing financing for the project, and closing on those funds for the start of construction.
- Construction cost estimating and selection of a General Contractor.

It is expected to take 12-18 months to meet the milestones in the Predevelopment Agreement. At any point in time during the Predevelopment Agreement, should the CRA or MFNH elect not to move forward with the Project, the Predevelopment Agreement will include termination rights and terms.

4. Once all Project milestones have been met in the Predevelopment Agreement, the Parties will execute a Development Partnership Agreement (“DPA”) that will:


- Commit the parties to pursuing a joint redevelopment of the site at 71 Cherry Street.
- Define the Project budget as of construction start, and identify all financing to be committed to the Project.
- Assign the risk associated with construction and residential condo development to the CRA in an effort to protect MFNH from financial risk. MFNH may need to share the cost of insurance for the historic house during construction. MFNH’s financial obligation to the Project will be in an amount agreed to by both parties, for which MFNH may need to fundraise. Outside of sharing insurance costs, this amount may be zero.
- Create any new entities that may be necessary to carry out the Project.
- Carry the project through construction and residential unit sales.

5. Item 10 of the Agreement dated April 18, 2019 remains valid as follows: If the Parties are unable to sign a Predevelopment Agreement by September 30, 2020; or If the MFNH decides to take no action, or to sell or lease its parking lot to a party other than the CRA for redevelopment, then the CRA will consider fifty percent (50%) of the initial Soft Costs related to the Feasibility Analysis as credit that has been drawn under the Loan Agreement between the CRA and MFNH with mortgage and promissory notes signed on April 12, 2019, for an amount not to exceed fifty thousand dollars (\$50,000). The Loan Agreement provides for credit of \$250,000. Up to \$200,000 can be drawn by MFNH for operating expenses; The remaining \$50,000 cannot be used for operating expenses; it will only be used for feasibility soft costs, as needed, per this section.

Signed By:

Thomas Evans, Executive Director
Cambridge Redevelopment Authority

Date



Kimberly Massenburg, Executive Director
Margaret Fuller Neighborhood House

6-22-2020
Date

5. Item 10 of the Agreement dated April 18, 2019 remains valid as follows: If the Parties are unable to sign a Predevelopment Agreement by September 30, 2020; or If the MFNH decides to take no action, or to sell or lease its parking lot to a party other than the CRA for redevelopment, then the CRA will consider fifty percent (50%) of the initial Soft Costs related to the Feasibility Analysis as credit that has been drawn under the Loan Agreement between the CRA and MFNH with mortgage and promissory notes signed on April 12, 2019, for an amount not to exceed fifty thousand dollars (\$50,000). The Loan Agreement provides for credit of \$250,000. Up to \$200,000 can be drawn by MFNH for operating expenses; The remaining \$50,000 cannot be used for operating expenses; it will only be used for feasibility soft costs, as needed, per this section.

Signed By:



Thomas Evans, Executive Director
Cambridge Redevelopment Authority

June 19, 2020

Date

Kimberly Massenburg, Executive Director
Margaret Fuller Neighborhood House

Date

Exhibit A of Amendment Two: Project Scope

Our shared understanding of the Project Scope as of the signing of Amendment Two is as follows:

Infill Housing:

- Condominiums located to the rear of the Margaret Fuller Neighborhood House, including on what is now the parking lot.
- Approximately 30% of units affordable at levels aligned with Cambridge's Inclusionary Zoning Ordinance.
- Units with 1 – 3 bedrooms, maximizing the number of multiple bedroom units as possible.
- Parking spaces to serve the condominiums; including at least 2 parking spaces for the MFNH van and staff use, potentially under a shared parking agreement.

Historic House Renovation

- Renovation of the historic house to meet current fire and safety codes, create accessible program and/or office space on the lower level and first floor, improve building systems and building envelope, and interior renovations for improved program space.
- Address deferred maintenance in order to reduce operating costs and avoid significant capital expenses to MFNH for at least 15 years.

MFNH Program Space

- Approximately 11,000 gross square feet of MFNH program space, including over 6,200 gross square feet of new space, and over 4,000 square feet of renovated space in the historic house, which are physically connected to each other.
- Between the historic house and the new program space, the MFNH space will include:
 - New afterschool program space on the ground level,
 - Expanded food pantry and storage,
 - Expanded adult outreach program space,
 - Improved large meeting room for internal use and for rent to other groups,
 - Improved staff offices, and
 - Other flexible use program spaces for adult enrichment, computer lab, and/or other programs MFNH may implement now or in the future.



**Amendment One
of the CRA-Margaret Fuller House Cooperation Agreement of April 18, 2019**

This amendment (Amendment One) is made this 19th day of December, 2019 by and between the Cambridge Redevelopment Authority (CRA), and Margaret Fuller Neighborhood House (MFNH) in regard to the Cooperation Agreement made and entered into by these parties on April 18, 2019 (the "Agreement").

Whereas, the CRA and MFNH wish to update the timeline shown in Exhibit C of the Agreement to enable a more effective pace for the partnership and potential development project.

Now therefore, in consideration of the mutual provisions and covenants contained herein and in the agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRA and MFNH, intending to be legally bound, agree as follows:

Exhibit C of the Agreement shall be replaced with the following:

Exhibit C: Anticipated Timeline

Feasibility

Dates below are anticipated. Slight variances will not be seen as a violation of this agreement.

Existing Conditions/Early Feasibility Study	May 2019 – January 2020
Conceptual Design Starts	November 2019
Real Estate Financing Consultant Engaged	January 2020
Identify and Analyze the Range of Development Options	January – February 2020
Create Development Budget and Pro Forma	January – June 2020
Schematic Design Starts	March 2020
Decision Making on Project Scope and Pathway:	March – June 2020
New Agreement Signed by CRA and MFNH	June 2020

(to complete a specific scope, under a proposed development budget, pro forma & schematic design)

Financing, Design and Construction

Subject to change based on new agreement to be executed in June 2020.

Owner's Project Manager Selection:	June – August 2020
Design Development Phase Starts	June 2020
Start Permitting Process:	September 2020
Start Submitting Application(s) for Financing:	September 2020
Construction Documents Phase Starts	September 2020
MFNH Capital Campaign Planning:	June – September 2020
MFNH Capital Campaign Kick-off:	September 2020
Secure program swing space during construction:	by September 2021
Sub-Bidding Process	June – September 2021
General Contractor Selection:	September – November 2021
Start of Construction:	February 2022
Certificates of Occupancy	Summer/Fall 2023

The CRA and Consultant hereto acknowledge and agree that, except as specifically amended by the terms of this Amendment One, all of the terms, covenants and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effective throughout the balance of the term of the Agreement. From and after the date hereof, all references in the Agreement to "the Agreement" or "this agreement" shall mean and be the Agreement as affected by this Amendment One.

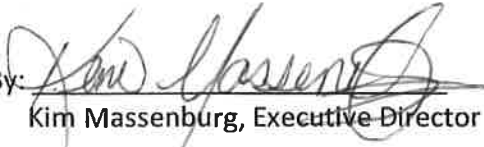
The CRA and Consultant have respectively caused this Amendment to the Agreement to be duly executed as a sealed instrument as of the day and year written above.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: 

Tom Evans, Executive Director

MARGARET FULLER NEIGHBORHOOD HOUSE

By: 

Kim Massenburg, Executive Director

COOPERATION AGREEMENT
Between the
Cambridge Redevelopment Authority and the Margaret Fuller Neighborhood House

The Cambridge Redevelopment Authority (“CRA”) and Margaret Fuller Neighborhood House (“MFNH”) are creating a partnership in order to complete a mission-driven development project on the property owned by MFNH at 71 Cherry Street in Cambridge (“the Site”).

<i>CONTEXT</i>

As per the Letter of Intent signed by the CRA and MFNH in December, 2018 and recent discussions:

- The Site is located within the Port neighborhood of the City of Cambridge (the “City”), proximate to Kendall Square, where the CRA has long been active;
- From the Site, MFNH has provided community programs and has been an active and important part of the City’s social service network for decades. Today, it is exploring its programmatic future and financial sustainability;
- The CRA is initiating the final phase of the successful Kendall Square Urban Renewal Plan, started in 1965, pursuant to which the Kendall Square Urban Renewal Area has been redeveloped. Over the last several years, the CRA has explored ways to share the public benefits of the success of this redevelopment project in other areas of the City;
- The CRA is now developing a policy and plan to guide its work related to housing and social service needs; MFNH’s mission and financial and capital needs align with the CRA housing and social service focused plan, now under development.
- The City Council of the City has declared that increasing access to affordable housing is a top priority, and the City’s City Manager has reaffirmed this objective on numerous occasions (the “City’s Housing Goals”);
- The Parties have entered into a loan agreement to provide short-term financial support for the MFNH and
- The Parties are interesting in pursuing the possibility of further leveraging the CRA’s resources in a manner that furthers the City’s Housing Goals while at the same time assisting MFNH in furthering its mission.

GOALS

Therefore, CRA and MFNH are entering into this cooperation agreement in order to:

- To apply the value of undeveloped land owned by MFNH (the “Parking Lot”) to expand the organization’s capacity, and strengthen and grow programs (shown in Exhibit A).
- To strengthen MFNH’s immediate and long-term financial position.
- To supply mixed-income housing for the Cambridge community.

The parties are considering a project with a potential scope of the following items a - d, collectively considered “Project Goals”:

- a. New construction mixed-income housing (“Housing Construction”)
- b. New program facilities, including upgrades to the childcare center, youth program areas, food pantry facility and related amenities (“Facilities Revitalization”).
- c. Improvements to the existing historic house where MFNH administrative offices and other program space are located (“Historic House Improvements”).
- d. Elimination of MFNH’s existing debt with Eastern Bank.
- e. Post construction operating revenues and expenses, including any future required debt payments, that are affordable and sustainable as per MFNH’s expected annual budget.

OBLIGATIONS OF EACH PARTY DURING FEASIBILITY PHASE

Each party will undertake the following activities, as per the anticipated timeline in Exhibit B.

1. MFNH will develop a Capital Campaign Plan largely focused on the Facilities Revitalization. The plan will estimate the total capital income MFNH has the capacity to raise over a 12-month period, targeting ten (10%) of the total project capital costs.
2. The CRA will undertake a Feasibility Analysis of a project that would meet the Project Goals. This will include carrying out or developing: a capital needs assessment of the historic home at 71 Cherry Street, an analysis of potential financing sources, conceptual design options, draft development budget and operating proforma, and partnership structure options. This data will support the staff and Board of MFNH in making strategic decisions regarding how to redevelop their property in the full interest of their organizational mission.

POTENTIAL STRUCTURES TO BE CONSIDERED DURING FEASIBILITY PHASE

3. Through the Feasibility Analysis, the Parties will explore at least two redevelopment pathways for the Project that include the following basic structures:

- a. *Retention of Parking Lot:* Housing Construction, facilitated by the CRA, takes place on the Parking Lot through a long-term lease arrangement whereby the housing development revenue is used to finance a portion of the Facilities Revitalization and Historic House Improvements.
 - b. *Sale of Parking Lot:* This pathway may have two options.
 - b-1: The CRA purchases the Parking Lot with a purchase price set by the scope of the Housing Construction. The housing sale proceeds contribute capital that serves as part of the financing for the Facilities Revitalization and Historic House Improvements.
 - b-2: The CRA enters into a partnership with the MFNH to facilitate the Project, without first purchasing the parking lot. The lot is subdivided at a future date to enable home sales. Home sales proceeds serve as part of the financing for the Facilities Revitalization and Historic House Improvements.
4. If the Project involves the long-term lease of the Parking Lot, under Pathway 3a, the CRA will finance the Project and facilitate all elements of the Project redevelopment. Initial ground lease payments will pay the CRA back for the Soft Costs and Construction Costs related to the Project. After the Housing Construction revenue has paid off the debt of the Project, additional revenue shall provide ongoing programmatic revenue to the MFNH.
 5. If the Project is to include a sale of the Parking Lot owned by MFNH to the CRA under Pathway 3b-1, the CRA and MFNH will enter into an Option Agreement for the CRA to purchase the parking lot before filing for permits with the City. The CRA shall pay MFNH an Option Deposit upon the execution of the Option Agreement. This amount will be credited to the CRA in the event that the Option to Purchase is exercised after permits are received.
 - a. If MFNH does not choose to move forward with the Facilities Redevelopment or Historic Home Improvements portions of The Project the CRA may take steps to simply purchase the rear parking lot in order to satisfy the Option Agreement.
 - b. The CRA does not need to exercise its option to purchase the parking lot. In the event the CRA does not exercise its option, and does not offer an alternative development structure that meets the Project Goals, the original Option Deposit shall be forfeited to MFNH.
 - c. In the event of a MFNH failure to perform the items outlined here, the Option Deposit shall be refunded to the CRA. In the event of a CRA to perform the items outlined here, any Option Deposit shall be refunded to the MFNH. Failure to secure permitting or financing is not considered a failure of the CRA's performance.
 6. If the Project involves a sale of the parking lot under Pathways 3b-1 or 3b-2, the CRA (and other lenders) will be paid back over time, with marginal returns.

OBLIGATIONS AFTER COMPLETION OF THE FEASIBILITY ANALYSIS

7. At the conclusion of the Feasibility Analysis, the CRA will provide MFNH with data on different redevelopment Pathways, their financial feasibility and their potential relationship to MFNH's operating budget.
8. After the completion of the Feasibility Analysis, the Parties will collectively agree on a redevelopment Pathway, including on a scope of a development, and preferred financing sources and project uses (the "Project"). The Parties may pursue an alternative redevelopment scenario from those described in this agreement that meet the same Project Goals through a different real estate transaction structure.
9. The Boards of the CRA and MFNH will take votes to approve their organization's role in proceeding with the Project within 90 days after the completion of the Feasibility Analysis.
10. If the Parties are unable to agree on a redevelopment pathway, and the Board of the MFNH does not vote to proceed with the Project in a partnership with the CRA within 90 days of completion of the Feasibility Analysis, then the CRA will consider fifty percent (50%) of the initial Soft Costs related to the Feasibility Analysis as credit utilized under the Loan Agreement, for an amount not to exceed fifty thousand dollars (\$50,000).

This means that if the MFNH decides to take no action, or to sell or lease its parking lot to a party other than the CRA for redevelopment, 50% of the soft costs expended by the CRA to conduct feasibility will be considered as credit drawn under the Loan Agreement.

The Loan Agreement provides for credit of \$250,000. Up to \$200,000 can be drawn by MFNH for operating expenses. The remaining \$50,000 cannot be used for operating expenses; it will only be used for feasibility soft costs, as needed, per this section.

ADDITIONAL OBLIGATIONS OF EACH PARTY

11. To implement the Project, the CRA will submit applications for permitting and outside financing as needed.
12. MFNH's Board and staff will actively and publicly support these applications through a vote to support them and through support letters, public engagements and presentations as necessary in official hearings and unofficial community-based venues.
13. CRA will provide MFNH with the option to participate in its designer selection and internal project review. MFNH will organize at least two community events to collect input from the neighborhood on the project design.
14. MFNH will provide CRA and its consultants with access to the property. The contracting relationship to develop improvements on the property will be negotiated after the Feasibility Analysis is complete. The Parties will cooperatively seek to minimize the

impact on the Project upon the ongoing programs of the MFNH and will seek temporary alternative facilities wherever possible should the Project displace such activities.

15. Both parties agree to cooperate and use best efforts to ensure success of the permitting and financing applications. This will be achieved through a working group made up of representatives from MFNH and the CRA which will meet in person or via conference call at least every other week, and will be authorized by their respective organizations to make decisions to move the project forward. The CRA and MFNH will also engage an advisory group as needed, made up of relevant experts who both parties agree to engage.
16. This agreement will be reviewed before permitting and financing phase and upon the start of the construction phase, to determine if new agreements are necessary at those points.

Signed By:



Thomas Evans, Executive Director
Cambridge Redevelopment Authority

4-18-19

Date



Name: SELVIN CHAMBERS
Title: EXECUTIVE DIRECTOR
Margaret Fuller Neighborhood House

4-18-19

Date

Exhibits

Exhibit A: Map of site, with Parking Lot illustrated

Exhibit B: Potential Financing Sources for The Project

Exhibit C: Anticipated Timeline

EXHIBIT A of 4-18-19 Agreement: Map of site, with parking lot shown, and zoning information

Property Details

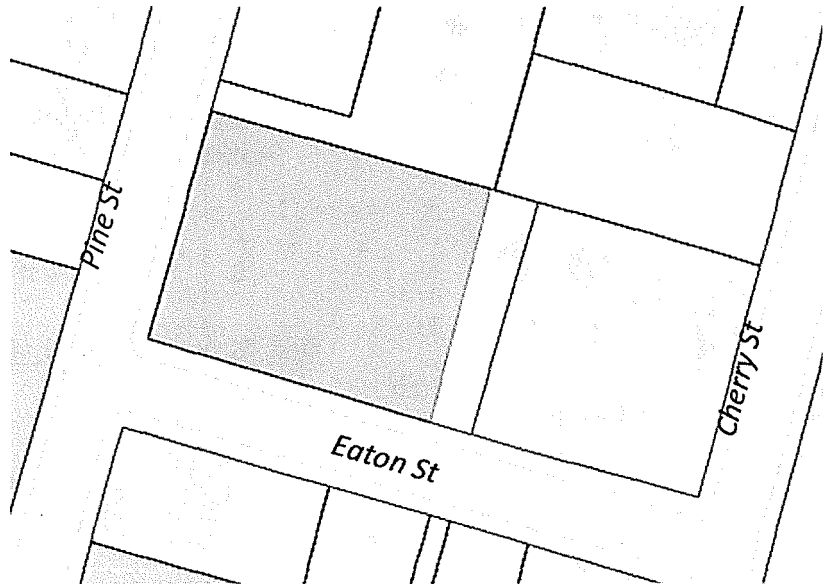
Map/Lot: 75-172
 Zoning: C-1
 Land Area: 17,140 sf
 Land Value: \$1,187,800

Subdivided Lot (purple)

Estimated Lot Size: 9,000

Allowed Residential Uses By-Right

- Detached dwelling
- Two family dwelling
- Townhouse Development*
Article 11.12
- Multi-Family Dwelling* - SP
needed for buildings greater
than 12 units.



RES C-1 - DIMENSIONAL REQUIREMENTS

	FAR	Min Lot Size	Min. Lot Area per D.U.*	Min. Lot Width	Max Height	Min Private Op. Sp.	Min Front Yard**	Min Side Yard**
C-1	0.75	5,000 sf	1,500 sf	50 sf	35 ft	30% (25% in special townhouse regs)	(H+L)/4 L measured from centerline - no case nearer than 10 ft	(H+L)/5 no building plane nearer than 7'6" to lot line
Margaret Fuller Parcel	9,000 sf x .75 = 6,750 sf		9,000 sf /1,500 sf = 6 units		3 stories @ 11'5"	9,000 sf x .30 = 2,700 or x .25 = 2,250	Ex: (30 ft + 60 ft) / 4 = 22.5 ft setback	Ex: (30 ft + 60 ft) / 5 = 18 ft

* The PB may permit a greater # of units determined by dividing total residential GFA by 1,100 sf (for the first 10 units) = **8 units**. (Article 5.28.22)

** "H" is the height of the building "L" is the length of the wall measured parallel to the corresponding lot or street.

*** Article 5.24.3 – states that lots abutting streets on more than one side shall have front yard requirements of each of the abutting streets. Any remaining sides shall be subject to side yard requirements.

Given the dimensional C-1 zoning requirements a lot containing 9,000 sf can, by-right, construct a 6,750 sf building or less, that is no more than 35 feet tall, and 6 dwelling units. Considering loss of GFA due to common spaces, equipment rooms, walls, etc. net sellable/rentable SF is 5,400 sf.

Building Dimensions @ 6,750 sf

Stories	Footprint
1	6,750 sf
2	3,375 sf
3	2,250 sf

Unit Dimensions @ 5,400 sf *

# of Units	Unit Size	Est. Bedrooms**
3	1,800 sf	3 to 4 - bed
4	1,350 sf	3 - beds
5	1,080 sf	2 - beds
6	900 sf	1 to 2 - beds
7	770 sf	1 -bed
8	675 sf	studio

* The CRA is interested in developing family-size units - 3+ bedrooms and not less than 1,100 sf of Net GFA

** As per RentCafé Cambridge, MA Rental Trends

Private Open Space (Article 5.22)

Lots must have at least 30% open space with the following characteristics:

- At least one 15 sf x 15 sf space
- At least 50% of the open space must be at ground level
- At least 50% of the private open space must be permeable open space

Parking (Article 6.00)

Building Type	Vehicle Recs	Short Term Bike Recs	Long Term Bike Recs
Townhouse Development	1 per dwelling unit <i>SP granting authority may require visitor spaces</i>	.10 per D.U.	1 per D.U
Multifamily Dwelling	1 per dwelling unit <i>SP granting authority may require visitor spaces</i>	.10 per D.U.	1 per D.U

- Reduced parking allowed by a BZA SP. (Article 6.35.1)

Flexibility in Base Zoning Regulations (Article 5.28.28.1)

- Parking – if proposing to add D.U.’s above base limits, the PB will evaluate the impact of increased D.U.’s to the demand for on-street parking in the neighborhood.
 - Board may require the Applicant undergo a Parking Analysis (see 6.35.3)
- Privacy Considerations – For dimensional variations, the PB will evaluate the impact on residential neighbors on their privacy.

- Reduction in Private Op. Sp. – The PB will evaluate buffering/screening, quality of proposed Op. Sp., tradeoff in benefits and neg. impacts of loss of green space in order to provide required parking, and the ability of common rec spaces.
- Community outreach – PB will consider reasonable efforts made to address concerns raised by abutters

Exhibit B: Potential Financing Sources for The Project

1. Income from sale of Parking Lot or from returns from Parking Lot development
2. MFNH Capital Campaign revenues
3. Low-cost loan and/or grant sources, derived from one or more of the following:
 - a. The Life Initiative: Financial capital and related technical assistance to projects that benefit low- or moderate-income communities and households.
 - b. Property and Casualty Initiative: Innovative financial solutions and related technical assistance to increase or maintain access to social services (and other community needs) for low- and moderate-income Massachusetts Residents.
 - c. Nonprofit Finance Fund: Customized financing and related technical assistance to help nonprofits expand opportunities in low- and middle-income communities.
 - d. CEDAC/Children's Investment Fund: Financial capital and related technical assistance to non-profit childcare centers planning to improve to expand their facilities.
 - e. CRA Housing and Social Service Investments: Capital funds to local needs including for housing and social services, with very low return required, over time.
 - f. CRA Forward Fund: Grants to support capital projects for nonprofit organizations providing social services and other resources for Cambridge residents.
 - g. Other source(s) not yet identified

Exhibit C: Anticipated Timeline

Capital Campaign Planning/Analysis:	April 2019 – May 2019
Feasibility Study Conducted:	May 2019 – July 2019
Decision Making on Project Scope and Pathway:	July – September 2019
Submit Application for Permitting:	November 2019
Submit Application(s) for Financing:	February - April 2020
Start of Construction:	August 2020
Certificates of Occupancy (housing; kids & pantry above ground!):	January 2022