

THE EAST BOSTON HOUSING STABILIZATION TRUST FUND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS that the Collector-Treasurer of the City of Boston, hereinafter referred to as “Trust Manager,” declares that she has received on behalf of The East Boston Housing Stabilization Trust Fund the sum of Two Million, Five Hundred Thousand Dollars (\$2,500,000.00) from the McClellan Highway Development Company, LLC, whose name, together with the names of all other donors to this Trust and the amounts contributed by each, shall be kept by her as Trust Manager as part of the Trust’s permanent records, and agrees and declares for herself, that she shall hold said sum and all other gifts made to her as Trust Manager, hereunder, whether by gift inter vivos, by bequest, devise or otherwise, for the uses and purposes, and subject to the duties and powers herein set forth.

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ARTICLE I

Name

Section 1.1: This trust shall be designated and known as “The East Boston Housing Stabilization Trust Fund” (herein referred to as “the Trust”). Its address shall be: Office of the Collector-Treasurer, One City Hall Plaza, City Hall, Boston, MA 02201.

ARTICLE II

Acceptance of Gifts, Bequests and Devises

Section 2.1: The Trustees may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from, any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Declaration of Trust; but no gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than the City of Boston or for other than “housing displacement mitigation purposes” for residents in and around East Boston within the meaning of such term as defined in Article III of this Declaration of Trust, or shall in the opinion of the Trustees, jeopardize the federal income tax exemption of this trust.

ARTICLE III

Distribution and Use of Principal and Income; Purpose

Section 3.1: The principal and income of all property received and accepted by the Trustees to be administered under this Declaration of Trust shall be forever held in trust by the Trustees, and the Trustees may make payments or distributions from income only to or for the use of the City of Boston for such displacement mitigation purposes set forth in Section 3.3 of this Declaration of Trust, in such amounts as the Trustees shall from time to time select and determine.

Section 3.2: It is intended that this Trust shall continue in perpetuity; provided, however, if for any reason it becomes impossible to do so, then this Trust may be terminated upon unanimous vote of the Trustees. If for any reason this Trust is voluntarily or involuntarily dissolved or wholly inoperative, all the property of the Trust shall be distributed to the City of Boston, to be used solely for the purposes consistent with Section 3.3 of the Trust.

- Section 3.3: This Trust is established to mitigate ongoing housing displacement pressures in and around East Boston. Therefore, in this Declaration of Trust and in any amendments to it, the term “displacement mitigation purposes” shall be limited to and shall include only efforts related to the prevention of displacement of residents in and around East Boston. Activities consistent with the “displacement mitigation purposes” shall include, but not be limited to, the purchase and imposition of income restrictions on existing market-rate housing and the provision of assistance to East Boston-based nonprofit organizations in their efforts in providing short-term rental assistance to East Boston residents struggling to avoid eviction.
- Section 3.4: The Trust may disburse funds directly to the Boston Department of Neighborhood Development, under the terms of any agreement the Trustees deem necessary, to fund or reimburse displacement mitigation efforts undertaken by the Boston Department of Neighborhood Development. The Trust may also disburse funds under a contract directly to any entity performing work for mitigation displacement purposes and with the express written permission by the Trust Manager. The Trust may also disburse funds necessary to facilitate the disbursement of funds in the manner set forth above.

#### ARTICLE IV Amendments

- Section 4.1: This Declaration of Trust may be amended at any time or times by written instrument or instruments signed and sealed by the Trustees, provided that no amendment shall authorize the Trustees to conduct the affairs of this trust in any manner or for any purpose contrary to the provisions of section 501(c)(3) of the Internal Revenue Code, or any corresponding section of any federal tax code; provided further that no amendment shall decrease the responsibilities of the Trust Manager. An amendment of the provisions of this Article IV (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the Trustees amending power. All instruments amending this Declaration of Trust shall be noted upon or kept attached to the executed original of this Declaration of Trust held by the Trust Manager.

#### ARTICLE V Trustee Provisions

- Section 5.1: The Board of Trustees shall consist of nine (9) members (the “Trustees”). Six (6) such Trustees shall be appointed by the Mayor of Boston from a list of nominees made by the District 1 City Councilor. Such nominations must be provided as follows: two (2) nominees from an organization focused on homelessness; two (2) nominees from an organization focused on low-income housing; two (2) nominees from an organization focused on immigrant housing rights; two (2)

nominees from an organization focused on environmental justice; two (2) nominees from an institution of higher education with expertise in affordable housing; and two (2) nominees with experience in city planning. One (1) Trustee shall be the District 1 City Councilor ex officio. One (1) Trustee shall be the State Senator representing First Suffolk & Middlesex District ex officio. One (1) Trustee shall be the State Representative representing the First Suffolk District ex officio. The Trustees shall serve in a fiduciary capacity without compensation; provided however that each Trustee may be reimbursed by the Trust for all expenses reasonably incurred by them in the performance of their duties. Each member, other than ex officio trustees, shall be and remain a resident of the City of Boston, while in office, and may remain in office until the appointment and qualification of their successor. The Mayor shall designate one (1) of the nine (9) Trustees to serve as Chairperson of the Board.

The term of the office of each Trustee shall be two (2) years and shall expire on the second Friday in January in each even numbered year; provided, however, that the term in office of the initially appointed Trustees shall expire on January 10, 2022. Should any Trustee fail to attend three (3) consecutive meetings, he or she shall be deemed to have voluntarily vacated his or her office as Trustee. In the event that any Trustee shall vacate his or her office, withdraw, resign, die, be removed, become incapacitated or cease to hold such position without his or her successor assuming office, a substitute Trustee shall be appointed by the Mayor from two nominations made by the District 1 City Councilor subject to the categories referenced above, if the vacancy applies to her appointed Trustees or the President of the City Council, if the vacancy is that of the district City Councilor ex officio, the State Senator ex officio, or the State Representative ex officio, to serve for the unexpired portion of such Trustee's term. Should a vacancy exist for a period of greater than three (3) months after nomination, the District 1 City Councilor shall have the authority to make the appointment to serve for the unexpired portion of the term.

No Trustee shall be required to furnish any bond or surety; nor shall any Trustee be responsible or liable for the acts or omission of any predecessor, or of any custodian, agent, depository or counsel retained or hired by the Trustees, if selected with reasonable care, except as otherwise required by law.

Section 5.2: To further the sound administration of the trust, the Collector-Treasurer of the City of Boston shall serve as Trust Manager and custodian and shall exclusively maintain the fiduciary discretion as a prudent investor for the selection of trust investments and the management of investment programs and all other necessary activities of administration regarding the trust's investment strategies and programs. The Trust Manager shall be responsible for maintaining the financial and other records of the Trust and administering and investing the Trust property for the purpose of preserving or enhancing the Trust property with all the rights and privileges and discretion pertaining to Trust management which are granted

to a Treasurer by the laws of the Commonwealth of Massachusetts and City of Boston Ordinances.

- Section 5.3: Indemnification. Neither the Trust Manager nor any Trustee shall be liable for, and, to the extent of its assets, this Trust shall indemnify such person against any liabilities, including actual and reasonable attorney's fees incurred in defending against such liabilities, arising out of his or her activities on behalf of and for the Trust, unless such liabilities are the result of the willful misconduct, bad faith or gross negligence of such Trustee. No Trustee shall be required to furnish any bond or surety or shall be liable for the act or omission of any other Trustee. Trustees may obtain insurance with respect to Trust activities and pay for such insurance with Trust funds.
- Section 5.4: Meetings. The Board shall meet two (2) times each calendar year for the purpose of authorizing the distribution of Trust funds, if any, pursuant to Article II. The Board may also meet at such other times as may be designated for Special Meetings by the Chairperson.
- Section 5.5: Votes. Each Trustee shall be entitled to one (1) vote on each matter brought before the Board. Except as otherwise herein provided, the Board shall act by majority vote of the Trustees.
- Section 5.6: Quorum. A quorum shall be constituted at each meeting if at least five (5) of the Trustees are present in person, or virtually in extenuating circumstances.
- Section 5.7: Actions Taken By Written Consent. Any action required or permitted to be taken by the Board may be taken without a meeting if all Trustees entitled to vote consent in writing to the taking of such action without a meeting; such written consent may include the use of email, facsimile, U.S. mail or express delivery and shall be treated for all purposes as a vote at a meeting, and shall become part of the permanent records of the Board.

## ARTICLE VI

### Trust Manager

- Section 6.1: Whereas the Trust Manager shall have responsibility for maintaining and growing the principal of the Trust, the Trust Manager shall annually report, in accordance with Article IX below, the account of the trust's investment objectives, strategies and programs to the Trustees who shall adopt by majority vote, and record, the Trust Manager's report for the fiscal year. The Trust Manager shall have the following discretionary powers:
- a) To invest and reinvest the principal and income of the trust in such property, real, personal, or mixed, and in such manner as she shall deem proper, and from time

to time to change investments as she shall deem advisable, to invest in or retain any stocks, shares, bonds, notes, obligations, or personal or real property (including without limitation any interests in or obligations of any corporation, association, business trust, investment trust, common trust fund, or investment company) although some or all of the property so acquired or retained is of a kind or size which but not for this express authority would not be considered legal investments for a Trustee and although all of the trust funds are invested in the securities of one company. No principal or income, however, shall be loaned, directly or indirectly, to any City of Boston employee or Trustee or to anyone else, corporation or otherwise, who has at any time made a contribution to this trust, nor to anyone except on the basis of an adequate interest charge and with adequate security.

- b) To sell, lease or exchange any personal, mixed, or real property, at public auction or by private contract, for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertakings relating to the trust property, as they consider advisable, whether or not such leases or contracts may extend beyond the duration of the trust.
- c) To borrow money for such periods, at such rates of interest, and upon such terms as the Trust Manager considers advisable, and as security for such loans to mortgage or pledge any real or personal property with or without power of sale; to acquire or hold any real or personal property, subject to any mortgage or pledge on or of property acquired or held by this trust.
- d) To execute and deliver deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, promissory notes, releases, and all other instruments, sealed or unsealed, necessary, proper or incident to any transaction in which they engage for the accomplishment of the purposes of this trust or of any of the powers herein granted.
- e) To vote, to give proxies, to participate in the reorganization, merger or consolidation of any concern, or in the sale, lease, disposition, or distribution of its assets; to join with other security holders in acting through a committee, depository, voting trustees, or otherwise, and in this connection to delegate authority to such committee, depository, or trustees and to deposit securities with them or transfer securities to them; to pay assessments levied on securities or to exercise subscription rights in respect of securities.
- f) To employ a bank or trust company as custodian of any funds or securities and to delegate to it such powers as they deems appropriate; to hold trust property without indication of fiduciary capacity but only in the name of a registered nominee, provided the trust property is at all times identified as such on the books of the trust and to hold any securities in registered or in bearer form; to keep any or all of the trust property or funds in any place or places in the United States of America; to employ clerks, accountants, investment counsel, investment agents,

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and contract for any special trust-related services, and to pay the reasonable compensation and expenses of all such services in addition to the compensation of the Trustees.

- g) To determine to what extent money and other property coming into their possession, in order to do justice and equity, shall be deemed principal or income, and to apportion the same between principal and income to the extent they determine.
- h) To determine in the mode in which expenses incidental to the administration of the trust shall be borne as between principal and income, and to apportion the same between principal and income.
- i) To establish and maintain in such manner and to such extent as the Trust Manager deems necessary or proper a sinking fund or sinking funds for the payment or reduction of any mortgage upon any real estate held by them hereunder.
- j) To amortize any premium on any bonds held as part of the trust property or to refrain from doing so as they shall determine.
- k) To retain and hold any stock, bond or other security, any real estate or any other form of property given to them for as long a period as the Trust Manager deems advisable subject to limitations imposed upon the gifts.
- l) To join in any merger, consolidation or reorganization of any corporation or association whose securities shall be held as part of the trust property; to pay any calls and assessments imposed upon the owner of such securities as a condition of participating therein; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between such corporation and any other corporation or person.
- m) To deposit any security with any protective or reorganization committee and to delegate to such committee such power and authority with relation thereto as the Trust Manager may deem proper, and to agree to pay, and to pay, out of the property of this trust, such portion of the expenses and compensation of such committee as the Trust Manager may deem proper.
- n) To exercise all powers and rights of subscription or otherwise which in any manner arise out of ownership of securities held as part of the trust property.
- o) To extend the time of payment of any obligation.
- p) To compromise, arbitrate, defend, enforce, release, settle or otherwise adjust claims in favor of or against the trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other

obligation and, subject to the provisions hereof, to continue to hold the same for such period of time as the Trust Manager may deem appropriate.

- q) To grant such terms of credit as they may deem proper, with or without security, upon the occasion of making any sale or disposition of any asset contained in this trust and to give and receive money in order to affect equality in price upon the occasion of making any exchange.
- r) To make distributions in cash or in kind.
- s) To hold all or part of the trust fund not invested for such purposes and for such time as the Trust Manager may deem appropriate.

## ARTICLE VII Fiduciary Responsibility

Section 7.1: The Trustees' and Trust Manager's powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the charitable purposes of this trust as specified in Article III and not otherwise.

## ARTICLE VIII

Section 8.1: In this Declaration of Trust and in any amendment to it, references to "Trustee" or "Trustees" shall mean the Trustees, whether original or successor, for the time being in office and any reference to "Trust Manager" shall mean the Collector-Treasurer.

## ARTICLE IX Accounts

Section 9.1: The Trust Manager shall submit to the Board at the first meeting of each calendar year an account of the Trust in accordance with the general laws of the Commonwealth and City of Boston ordinances pertaining to the duties and responsibilities of the Collector-Treasurer governing trusts.

Section 9.2: Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the Trust Manager, and of any of the notations on it and writings attached to it, as fully as they might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be the Trust Manager under this Declaration of Trust. No one dealing with any Trustee need inquire concerning the validity of anything the Trustee purports to do. No one dealing with the Trust Manager or

Trustees need see to the application of anything paid or transferred to or upon the order of any Trustee of the trust.

## ARTICLE X

### Miscellaneous

Section 10.1: Titles of the articles and subtitles for the sections are placed herein for reference only, and in case of any conflict, the text of this instrument, other than such titles or subtitles, shall be controlling.

Section 10.2: This Trust shall at all times be governed by, construed, regulated and administered in all respects under the laws of the Commonwealth of Massachusetts.

Section 10.3: This Declaration of Trust may be printed and executed in as many counterparts as deemed desirable, each of which shall be an original and to be recorded as herein provided. At least one (1) copy shall always be kept on file and open to public inspection in the Office of the City Clerk.

Section 10.4: Executed counterparts shall be recorded in the Office of the Boston City Clerk, the Division of Public Charities of the Office of the Attorney General of the Commonwealth of Massachusetts, and the Office of the Secretary of the Commonwealth of Massachusetts. Any amendment shall take effect only when so recorded.

Section 10.5: If any provision of this Trust or portion of such provision, or the application thereof to any person(s) or circumstance(s) is held invalid by a court, the Trust in its entirety shall become void and not in force and effect and shall terminate in accordance with Section 3.2

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IN WITNESS WHEREOF, This Declaration of Trust is hereby made and executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Justin Sterritt  
Collector-Treasurer  
City of Boston

Approved as to Form:

\_\_\_\_\_  
Henry C. Luthin  
Corporation Counsel  
City of Boston

Then personally appeared before me the above named individuals affirmed and subscribed the within Declaration of Trust on this \_\_\_\_\_ day of [Month, Year].

Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_  
Commonwealth of Massachusetts, Suffolk, ss.