Truro Select Board Hybrid Meeting

Tuesday, December 10, 2024

Executive Session-4:30pm

Regular Meeting-5:00pm

Truro Town Hall, 24 Town Hall Road

EXECUTIVE SESSION

https://us02web.zoom.us/j/85112845777

1-646-931-3860 Meeting ID: 851 1284 5777

This will be an in-person meeting with the option for remote participation for Board members and/or the invited participants. The meeting will begin in open session solely for the purpose of moving, as set forth below, to enter into executive session. The meeting will be closed to the public once the Board votes to enter into Executive Session. Access to the open session portion of this meeting will be available in person and via the link/phone number listed above but will not be live-streamed on Channel 8 or Truro TV.

Move that the Select Board enter into Executive Session for the following purposes:

(1) In accordance with the provisions of Massachusetts General Law, Chapter 30A, §21(a)(3)to discuss strategy with respect to litigation (Varty v. Town of Truro, Barnstable Superior Court Docket No. 2372CV00307) where an open meeting may have a detrimental effect on the litigating position of the Town, which I, as chair, find and declare; and not to reconvene in open session.

REGULAR MEETING

https://us02web.zoom.us/j/84720782445

1-646-931-3860 Meeting ID: 847 2078 2445

This will be a hybrid (in-person *and* remote) meeting. Citizens can view the meeting on ***Channel 8*** in Truro and on the web on the "Truro TV Channel 8" button under "Helpful Links" on the homepage of the Town of Truro website. Click on the green "Watch" button in the upper right of the page. **To provide comment during the meeting please call-in at 1-646-931-3860 and enter the following access code when prompted: 847 2078 2445 or you may join the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser; https://us02web.zoom.us/j/84720782445**

Please note that there may be a slight delay (15-30 seconds) between the meeting and the live-stream (and television broadcast). If you are watching the meeting and calling in, please lower the volume on your computer or television during public comments so that you may be heard clearly. We ask that you identify yourself when calling in to help us manage multiple callers effectively.

Estimated Start Time

**All start times are approximate. Items may be taken out of order at the discretion of the Board and agenda items may require more or less time than allocated, resulting in changes to the approximate schedule.*

5:00pm **1. PUBLIC COMMENT**

5:15pm **2. PUBLIC HEARINGS -** NONE

5:15pm **3. INTRODUCTION TO NEW EMPLOYEES**

A. Nora Bates: Office Assistant to Building, Health, and Conservation

5:20pm **4. BOARD/COMMITTEE/COMMISSION APPOINTMENTS**

A. Interview and Possible Appointment to Bike and Walkways Committee (2 Full-Member Seats, 2 Alternate Seats): Jonathan Snow
B. Interview and Possible Appointment to Recreation Advisory Committee (1 Full-Member Seats, 2 Alternate Seats): Todd Schwebel

5. STAFF/COMMITTEE UPDATES

5:30pm A. Climate Action Committee Quarterly Report
Presenter: Lili Flanders, Climate Action Committee Chair

5:45pm B. Update on Phase 2 Environmental Study at Current Public Works Facility Site (17 Town Hall Road
Presenter: Jarrod Cabral, Public Works Director, and Brian Massa, Licensed Site Professional, HRP Associates

6:00pm C. Update with Public Works Facility Owner's Project Manager, Environmental Partners
Presenter: Jarrod Cabral, Public Works Director, and Paul Millet, Senior Principal, Environmental Partners

6. TABLED ITEMS - NONE

7. SELECT BOARD ACTION

6:15pm A. Vote to Approve, and Execute Where Applicable, Documents for the Cloverleaf Project, at 22 Highland Road, including, but not limited to: Extension of Performance of Covenant; Memorandum of Understanding; Ground Lease; Notice of Ground Lease; Assignment and Assumption of Ground Lease; Notice of Assignment and Assumption of Ground Lease; Grant Agreement; Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants; Affordable Housing Restriction; Local Regulatory and Use Agreement; Master Lease Agreement (Town of Truro Units)
Presenter: Attorney Katharine Klein, Town Counsel, KP Law

6:35pm B. Review and Approval of Municipal Solid Waste Agreement with Reworld SEMASS
Presenter: Jarrod Cabral, Public Works Director

6:40pm C. Discussion on Water/ Wastewater Resources as part of Land Use and Development in Truro
Presenter: Nancy Medoff, Select Board Clerk & Provincetown Water & Sewer Board Representative

7:00pm **8. REPORTS**

A. Select Board Reports
B. Town Manager Report

7:20pm **9. CONSENT AGENDA**

A. Review/Approve and Authorize Signature: NONE
B. Review and Approve Appointment Renewals: NONE
C. Review and Approve 2025 Annual Business Licenses: Truro Vineyards (Lodging License); North Truro Camping Area and Adventure Bound Camping Resort at Horton's (Transient Vendor); Salty Market Farmstand (Common Victualer)
D. Review and Approve Select Board Meeting Minutes: NONE

7:25pm **10. NEXT MEETING AGENDA**

Work Session: December 12, 2024 (Town Manager Evaluation)
Regular Meeting: December 17, 2024

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Emily Beebe, Health & Conservation Agent

REQUESTED MEETING DATE: December 10, 2024

ITEM: Introduction to New Employee, Nora Bates

EXPLANATION: Health & Conservation Agent Emily Beebe will introduce Nora Bates, Office Assistant to Building, Health, and Conservation, to the Community. This is an opportunity for the Select Board and citizens to be introduced to her.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: None

ATTACHMENTS: None

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: December 10, 2024

ITEM: Interview and Possible Appointment to Bike and Walkways Committee (2 Full-Member Seats, 2 Alternate Seats): Jonathan Snow

EXPLANATION: The Bike and Walkways Committee currently has two full-member and 2 alternate member vacancies. Mr. Snow has applied to serve on this committee.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Bike and Walkways Committee will continue to have vacancies.

SUGGESTED ACTION: *Motion to Appoint Jonathan Snow to the Bike and Walkways Committee for a three-year term which will expire on June 30, 2027.*

ATTACHMENTS:

1. Application to Serve-Jonathan Snow

Agenda Item: 4A1

Application to Serve on a Board or Committee

Applicant Information

Last Name	Snow
First Name	Jonathan
Middle Initial	E.
Email Address	[redacted]
Phone Number	[redacted]
Address (Street)	3 Lawrence Way
Address (City)	Truro
Address (State)	MA
Address (Zip Code)	02666
Mailing Address (Please indicate box number and zip code)	2115 Oleander St., Baton Rouge, LA, 70808

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

○ Yes ◉ No

Are you registered to vote in Truro?

○ Yes ◉ No

Board/ Committee Information

What Board/ Committee Are You Applying For? Bike and Walkways Committee (full position)

Briefly Describe Why You Wish to Serve on This Board or Committee:

I'm a longtime summer resident and property owner. I'm also a cyclist and walker, hundreds of miles on Truro roads each summer. I know the Town and its infrastucture very well. I'm also a dedicated advocate for walkable/bikeable communities wherever I've lived. I'm very interested in serving the Town to become more friendly to walkers and cyclists while maintaining our rural character and staying mindful of resource constraints.

Have you attended a meeting of the committee listed above?

○ Yes ◉ No

Have you read the charge of the committee?

◉ Yes ○ No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

◉ Yes ○ No

Have you read the Select Board's current Goals and Objectives?

◉ Yes ○ No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

◉ Yes ○ No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

I just want to make sure I'm volunteering my time in a way that can help.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or commitee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

I am new to committee service for the Town, but wish to become more active in the future. I plan to spend more time in Truro in the coming years, and want to help out.

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

I have served on many many committees large and small in my professional life as a professor and in my private life. Currently I am president of the LSU Faculty Social Club, Chair of the University Policy Committee, and Chair of the Statewide Steering Committee of United Campus Workers of Louisiana (AFL-CIO). Previously I served as Faculty Senate President, College Promotion and Tenure, Department Promotion and Tenure Chair and Department Chair.

My goal is always to serve the communities I'm a part of.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Professor of Geology, Louisiana State University.
PhD, Woods Hole Oceanographic Institution.

I expect to retire in ten years or so and become a full time Truro resident.

Signature: Jonathan E. Snow

Date: 08/29/2024

TOWN OF TRURO
Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: December 10, 2024

ITEM: Interview and Possible Appointment to Recreation Advisory Committee: Todd Schwebel

EXPLANATION: The Recreation Advisory Committee currently has one full vacancy and 2 alternate vacancies. Mr. Schwebel has submitted an application to serve on the Recreation Advisory Committee.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The Recreation Advisory Committee will continue to have vacancies.

SUGGESTED ACTION: *Motion to Appoint Todd Schwebel to the Recreation Advisory Committee as a full member filling a three-year term which will expire June 30, 2027.*

ATTACHMENTS:

1. Application to Serve-Todd Schwebel

Application to Serve on a Board or Committee

Agenda Item: 4B1

Applicant Information

Last Name	Schwebel
First Name	Todd
Middle Initial	
Email Address	[redacted]
Phone Number	[redacted]
Address (Street)	5 Alden circle
Address (City)	Truro
Address (State)	ma
Address (Zip Code)	02666
Mailing Address (Please indicate box number and zip code)	po box 618 Truro ma

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

Are you a full-time resident of Truro?

(●) Yes ( ) No

Are you registered to vote in Truro?

(●) Yes ( ) No

Board/ Committee Information

What Board/ Committee Are You Applying For? Recreation committee

Briefly Describe Why You Wish to Serve on This Board or Committee:

I served on the board when my kids were at TCS. I currently play volleyball and Pickleball at the community center and currently coach 3-4 boys soccer. I would like to help keep the rec department running as well as it does and add more programming.

Have you attended a meeting of the committee listed above?

(●) Yes ( ) No

Have you read the charge of the committee?

(●) Yes ( ) No

Have you spoken with the chair or any committee members solely to get a sense of the work involved?

( ) Yes (●) No

Have you read the Select Board's current Goals and Objectives?

(●) Yes ( ) No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

( ) Yes (●) No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or commitee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

Experience

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

Previous member of Truro Historic, recreation, Walsh, DPW building and Agriculture commitee. Previosly a volunteer mediator Barnstable court. Currently a member of the Dexter Keezer board and Walsh building committee.

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

Licenced Ma building Contractor.

Signature: R. Todd Schwebel

Date: 10/21/2024

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant, on behalf of Lili Flanders, Chair of the Climate Action Committee

REQUESTED MEETING DATE: December 10, 2024

ITEM: Climate Action Committee Quarterly Report

EXPLANATION: Lili Flanders, Chair of the Climate Action Committee, will provide a quarterly report on the progress of the Climate Action Committee.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: None-presentation only.

ATTACHMENTS: NONE

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Department of Public Works

REQUESTOR: Jarrod J. Cabral, DPW Director, and Brian Massa, Licensed Site Professional, HRP Associates

REQUESTED MEETING DATE: December 10, 2024

ITEM: Update on Phase 2 Environmental Study at Current Public Works Facility Site (17 Town Hall Road)

EXPLANATION: As part of the new public works facility project, the Town authorized a Phase 2 Environmental Study on the current public works facility site located at 17 Town Hall Road. This update will be focused on reports filed with DEP, current findings, and next steps, followed by a question-and-answer session and discussion with the Town's consultant, staff and Select Board.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: NONE-Discussion Only

ATTACHMENTS: NONE

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Department of Public Works

REQUESTOR: Jarrod J. Cabral, DPW Director, and Paul Millet, Senior Principal, Environmental Partners

REQUESTED MEETING DATE: December 10, 2024

ITEM: Update with Public Works Facility Owner's Project Manager, Environmental Partners

EXPLANATION: As part of the DPW facility project, the Town contracted with Environmental Partners to provide Owner's Project Management services for the development of the new DPW facility. This update will be focused on the Owner's Project Manager's (OPM) taskings completed thus far and next steps, followed by a question-and-answer session and discussion with the Town's consultant, staff and Select Board.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: None-discussion only.

ATTACHMENTS: None

TOWN OF TRURO
Select Board Agenda Item

DEPARTMENT: Administration

PRESENTER: Attorney Katharine Klein, Town Counsel, KP Law

REQUESTED MEETING DATE: December 10, 2024

ITEM: Review and Approval of Cloverleaf Truro Rental Housing (22 Highland Road) Closing Documents, including, but not limited to: Extension of Performance of Covenant; Memorandum of Understanding; Ground Lease; Notice of Ground Lease; Assignment and Assumption of Ground Lease; Notice of Assignment and Assumption of Ground Lease; Grant Agreement; Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants; Affordable Housing Restriction; Local Regulatory and Use Agreement; Master Lease Agreement (Town of Truro Units)

EXPLANATION: The closing for the Cloverleaf Truro Rental Housing located at 22 Highland Road is expected to occur before the end of this month. Members of Truro staff and Attorney Katharine Klein of KP Law have participated in weekly closing calls with the developer and operator, as well as with the many State agencies involved in the project's funding.

Attorney Klein will present the closing documents that will require Select Board action, which include the following:

1. Extension of Performance of Covenant;
2. Memorandum of Understanding;
3. Ground Lease;
4. Notice of Ground Lease;
5. Assignment and Assumption of Ground Lease;
6. Notice of Assignment and Assumption of Ground Lease;
7. Grant Agreement;
8. Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants;
9. Affordable Housing Restriction;
10. Local Regulatory and Use Agreement;
11. Master Lease Agreement (Town of Truro Units)

Upon approval of these documents, Select Board members will need to arrange to sign the documents in the presence of Notary Nicole Tudor. Please note that there may be some immaterial changes to the documents that may occur in the coming days. Town staff requests that if these changes are needed, that they and Attorney Klein be authorized to make said immaterial changes. If any substantive changes were required, those changes would be brought back before the Select Board for approval.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The documents required for the closing will not be signed, resulting in a delayed closing, which could result in funding loss for the project.

SUGGESTED ACTION: *MOTION TO approve, and execute where applicable, documents for the Cloverleaf project, at 22 Highland Road, including the following: Extension of Performance of Covenant; Memorandum of Understanding; Ground Lease; Notice of Ground Lease; Assignment and Assumption of Ground Lease; Notice of Assignment and Assumption of Ground Lease; Grant Agreement; Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants; Affordable Housing Restriction; Local Regulatory and Use Agreement; Master Lease Agreement (Town of Truro Units); and to authorize the Town Manager and his designee(s) and Town Counsel to make any immaterial changes to the documents required.*

ATTACHMENTS:**

1. Extension of Performance of Covenant;
2. Memorandum of Understanding;
3. Ground Lease;
4. Notice of Ground Lease;
5. Assignment and Assumption of Ground Lease;
6. Notice of Assignment and Assumption of Ground Lease;
7. Grant Agreement;
8. Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants;
9. Affordable Housing Restriction;
10. Local Regulatory and Use Agreement;
11. Master Lease Agreement (Town of Truro Units)

****Please note that updated versions of any of these documents may be presented at the meeting. Updated versions will be posted to the website upon being made available and Attorney Klein will indicate areas that differ from previous versions.**

EXTENSION OF PERFORMANCE OF COVENANT

This Extension of Performance of Covenant is entered into as of the 29th day of September, 2024, by the **Massachusetts Department of Transportation**, a body politic and corporate and public instrumentality of the Commonwealth of Massachusetts created pursuant to, and acting under the authority of, Chapter 6C of the Massachusetts General Laws ("MassDOT"), having an address of Ten Park Plaza, Boston, Massachusetts 02116 and **Town of Truro**, acting by and through its Select Board (the "Town"), having an address of 24 Town Hall Road, Truro, Massachusetts 02666.

Reference is made to that certain deed from MassDOT to the Town conveying property located on Highland Road, Truro, Massachusetts (the "Premises"), recorded September 29, 2017 ("Date of Recording") with the Barnstable County Registry of Deeds in Book 30796, Page 289 (the 'Deed"); and

WHEREAS, the Deed contains a requirement that, within seven (7) years from the Date of Recording, which is September 28, 2024 (the "Time of Performance"), the Town (i) obtain a building permit necessary for the construction of a mixed-use income housing development at the Premises, and (ii) at least twenty-five (25%) of the total number of residential dwelling units constructed on the Premises shall be sold or rented to individuals or households earning no more than eighty (80%) of the applicable Area Median Income for the area in which Truro is located as defined by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Town has requested an extension through December 31, 2026, for the Time of Performance and MassDOT has agreed to grant such request.

NOW THEREFORE, for good and valuable consideration, the parties hereby agree to extend the Time of Performance to December 31, 2026. In all other respects, the Deed remains unchanged and in full force and effect.

[Signature Page Follows]

Executed this ___ day of _____, 2024.

TOWN OF TRURO,
By its Select Board

_____
Susan Areson, Chair

_____
Robert Weinstein, Vice Chair

_____
Nancy Medoff, Clerk

_____
Stephanie Rein, Member

_____
Susan Girard-Irwin, Member

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2024 before me, the undersigned Notary Public, personally appeared _____, member of the Truro Select Board, and proved to me through satisfactory evidence of identification, which was Massachusetts driver's license personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Truro.

_____
Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, the Massachusetts Department of Transportation has caused these presents to be signed, sealed, acknowledged and delivered in its name and behalf by Gregory T. Rooney, Executive Director of Property, Leasing and Property Management of the Massachusetts Department of Transportation, this 3rd day of December, 2024.

Gregory T. Rooney Executive Director of Property, Leasing and Property Management of the Massachusetts Department of Transportation

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 3rd day of December, 2024 before me, the undersigned Notary Public, personally appeared Gregory T. Rooney, Executive Director of Property, Leasing and Property Management of the Massachusetts Department of Transportation, and proved to me through satisfactory evidence of identification, which was Massachusetts driver's license personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Massachusetts Department of Transportation.

Warren P. Zimmer
Notary Public
My Commission Expires: Apr. 24, 2026

WARREN P. ZIMMER
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires On
April 24, 2026

MEMORANDUM OF UNDERSTANDING
(Cloverleaf Truro Rental Housing)

This MEMORANDUM OF UNDERSTANDING (this "**Agreement**") is entered into as of December ___, 2024, by and among the TOWN OF TRURO (the "**Town**"), COMMUNITY HOUSING RESOURCE, INC., a Massachusetts corporation ("**CHR**"), THE COMMUNITY BUILDERS, INC., a Massachusetts nonprofit corporation ("**TCB**"), and CLOVERLEAF TRURO LLC, a Massachusetts limited liability company (the "**Project Entity**").

WHEREAS, the Zoning Board of Appeals of the Town of Truro (the "**Board**") issued a Comprehensive Permit regarding land located at 22 Highland Road, Truro, Massachusetts 02666 (the "**Property**") to CHR as "Applicant" as defined therein issued January 14, 2021, which was recorded with the Barnstable County Registry of Deeds (the "**Registry**") on November 12, 2024 in Book 36669, Page 1, as amended by that certain Amendments to Comprehensive Permit issued January 22, 2024 and recorded with the Registry on November 12, 2024 in Book 36669, Page 33, and as amended by that certain Second Amendments to Comprehensive Permit issued June 24, 2024 and recorded with the Registry on November 12, 2024 in Book 36669, Page 38 (collectively, the "**Comprehensive Permit**"); and

WHEREAS, the Comprehensive Permit sets forth the conditions under which the Cloverleaf Truro Rental Housing project (the "**Project**") can be built and operated in accordance with applicable law;

WHEREAS, CHR has entered into a Memorandum of Agreement with TCB regarding the development of the Project, under which TCB has agreed to provide certain development services with respect to the Project and to become a co-owner of the managing member of the Project Entity (the "**Managing Member**");

WHEREAS, in order to facilitate the use of federal low income housing tax credits to subsidize the construction of the Project, the Project must be constructed by an entity such as the Project Entity that is taxed as partnership for federal income tax purposes, which necessitates the transfer of the Comprehensive Permit to the Project Entity;

WHEREAS, the Town is also providing the Project with a long-term ground lease of the Property (the "**Ground Lease**"), which TCB and CHR have requested be provided initially to TCB and which TCB would then assign to the Project Entity;

WHEREAS, it is beneficial to the Project financing if the Project Entity takes in account all or a portion of the monetary value of the Property, which the parties propose to accomplish by the Project Entity delivering a promissory note to TCB in connection with TCB's assignment of the Ground Lease;

WHEREAS, CHR could incur unintended tax consequences if CHR performed this role rather than TCB, as TCB is a nonprofit organization and CHR is not;

WHEREAS, CHR must therefore transfer the Comprehensive Permit to the Project Entity, via a two-step process whereby CHR transfers the Comprehensive Permit to TCB and TCB immediately transfers the Comprehensive Permit to the Project Entity;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into this Agreement.

2. Approval of Transfers. Per 760 C.M.R. 56.05(12)(b), transfer of the Comprehensive Permit does not constitute a substantial change to the Comprehensive Permit. As required by 760 C.M.R. 56.05(12)(b), CHR will request the consent of the Executive Office for Housing and Livable Communities, the Subsidizing Agency for this Project (the "**Subsidizing Agency**") to these transfers as part of its request for Final Approval of the Project and will provide written notice to the Board upon issuance of such consent.

3. Agreement to be Bound by the Comprehensive Permit. TCB and the Project Entity acknowledge and agree that the Comprehensive Permit is binding upon the Project and the Property and upon TCB and the Project Entity with respect to the Project and the Property. This acknowledgement and agreement is made for the benefit of the Town with the express acknowledgement that the Town will rely upon this Agreement in connection with the Project.

4. Additional Provisions.

a. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

b. Headings. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

c. Amendment. This Agreement may be amended only by a written agreement executed by all parties hereto.

d. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument. The parties hereto agree that the signature of any party transmitted by email (as a PDF or DocuSigned document) shall have binding effect as though such signature were delivered as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding under seal as of the date first above written.

TOWN:
TOWN OF TRURO

_____
Susan Areson, Chair

_____
Robert Weinstein, Chair

_____
Nancy Medoff, Clerk

_____
Stephanie Rein, Member

_____
Susan Girard-Irwin, Member

CHR:
COMMUNITY HOUSING RESOURCE, INC., a Massachusetts corporation,

By: _____
Name: Edward Malone
Title: President

TCB:
THE COMMUNITY BUILDERS, INC., a Massachusetts nonprofit corporation,

By: _____
Name: Rachana Crowley
Title: Authorized Agent

PROJECT ENTITY:
CLOVERLEAF TRURO LLC, a Massachusetts limited liability company,

By: Cloverleaf Truro MM LLC, its managing member,

By: _____
Name: Edward Malone
Title: Authorized Agent

GROUND LEASE

22 HIGHLAND ROAD
TRURO, MASSACHUSETTS

Dated as of December____, 2024

between

TOWN OF TRURO

as Landlord

and

THE COMMUNITY BUILDERS, INC.

as Tenant

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GROUND LEASE

ARTICLE I. REFERENCE DATA

Section 1.01 Subject Referred to:

Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1.01.

Date of this Lease: As of December[___], 2024

Premises: The land in Truro, Massachusetts shown on **Exhibit A**, together with all necessary easements for utilities, sewer and drainage required for the use of the Premises.

Landlord: Town of Truro, a Massachusetts municipality ("**Town" or "Landlord"**).

Tenant: The Community Builders, Inc., a Massachusetts nonprofit corporation. Tenant intends to assign its interest in the Lease and the Project (described below) to Cloverleaf Truro LLC, a Massachusetts limited liability company ("**Cloverleaf**").

Original Address of Tenant: The Community Builders, Inc., 33 Arch Street, Tenth Floor, Suite 1000, Boston, Massachusetts 02110.

Term: This Lease shall be for an approximately ninety-nine (99) year term, commencing on the Commencement Date (as defined hereafter see **Exhibit B**) and ending on September 30 of the 99th year after the Commencement Date.

Project: The "**Project**" will consist of the new construction of a forty-three (43) unit mixed income rental housing development on the Premises. The Parties anticipate that the units will be spread across ten (10) buildings, consisting of nine (9) duplex/two-family style buildings containing twenty-seven (27) units and a low-rise multifamily building containing sixteen (16) units, a community room, management office, and common laundry facility (collectively, the "**Buildings**"). Thirty-five (35) of the units are anticipated to be units restricted under the federal Low Income Housing Tax Credit ("**LIHTC**") program for families earning at or below sixty percent (60%) of area median income (the "**LIHTC Units**"), four (4) are anticipated to be market rate units ("**Market Units**"), and the remaining four (4) units are anticipated to be restricted to families earning between sixty percent (60%) of area median income and one hundred percent (100%) of area median income (all of the units, collectively, the "**Units**").The LIHTC Units shall be subject to Section 42 of the U.S. Internal Revenue Code, for so long as the Project is subject to Section 42 of the U.S. Internal Revenue Code.

Project Financing: The Project shall be financed in part by such sources more particularly described in the budget set forth on **Exhibit C**.

Section 1.02 Exhibits and Definitions.

Exhibits attached at the end of this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease. All terms in this Lease which have an initial capital letter are either defined within the text of this Lease, or in **Exhibit B** attached to this Lease.

ARTICLE II. PREMISES AND TERM

Section 2.01 Premises.

Landlord is the fee owner of the Premises, vacant land described in **Exhibit A**, in the Town of Truro, Massachusetts, which after construction of the Project will consist of the Buildings containing forty-three (43) units of housing.

Landlord hereby leases and demises to Tenant and Tenant hereby leases from Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Premises. Landlord is awarding this Lease to Tenant as the assignee of Community Housing Resource, Inc., the "Designated Developer" for the Cloverleaf development project, based on the Designated Developer's response to the Landlord's Request for Proposals and subject to all terms and conditions of the Comprehensive Permit issued by the Zoning Board of Appeals dated February 5, 2021, as amended January 22, 2024 and June 24, 2024, as assigned to Tenant, incorporated herein and included as **Exhibit E** ("**Comprehensive Permit**"). The Premises and the Project shall be subject to the terms and conditions of this Lease, as applicable, for the Term of this Lease unless sooner terminated in accordance with the provisions herein contained.

Section 2.02 Term.

The Premises are hereby leased unto Tenant and Tenant's successors and permitted assigns for the Term of this Lease unless sooner terminated in accordance with the provisions herein contained.

ARTICLE III. RENT

Section 3.01 Base Rent.

The Base Rent shall be One Dollar ($1.00) per annum. The Landlord acknowledges receipt of Ninety-Nine Dollars ($99.00) as Base Rent for the entire Term.

Section 3.02 Additional Rent.

In order that the Base Rent shall be absolutely net to Landlord, Tenant covenants and agrees to pay, as Additional Rent, without notice or demand and without set-off, abatement, suspension

or deduction, all taxes, payment in lieu of taxes, betterment assessments, water and sewer rents and charges, liens, insurance, maintenance, repairs, utilities charges, all other Operating Expenses, and all other customary costs, general and special, which are due and payable during the Term hereof at any time imposed or levied against the Premises, provided, however, Tenant shall not be responsible for any amounts paid or payable by Landlord for Landlord's financing or debt service or income, excise or real estate taxes not directly attributable to the Premises.

Tenant will furnish to the Landlord, upon request once per year no later than June 1st of each year, a proof of payment of all items referred to in Section 3.02 which are payable by Tenant; provided, that Tenant will in addition furnish to the Landlord proof of payment of any taxes or payments in lieu thereof and proof of payment of insurance premiums promptly after demand therefor.

Tenant, at Tenant's sole cost and expense, in Tenant's own name or, with the prior approval of Landlord, which approval shall not be unreasonably withheld, delayed or conditioned, in the name of Landlord, may contest the validity or amount of any tax considered as Additional Rent relating to all or any portion of the Premises (if less than the entire Premises), in which event Tenant may make such payment under protest or if postponement of such payment will not jeopardize Landlord's or Tenant's title to the Premises, or subject Landlord to the risk of any criminal liability or civil penalty or other liability, Tenant may postpone the same.

Nothing contained in this Section 3.02, however, shall be construed to allow any such contested tax payment to remain unpaid for a length of time which shall permit the Premises, or any part thereof, to be sold by any governmental authorities for the non-payment of such tax. Tenant shall promptly furnish Landlord copies of all notices, appeals, pleadings, motions and orders in any proceedings commenced with respect to such contested tax.

Tenant agrees to save Landlord harmless from all costs and expenses incurred on account of Tenant's participation in such proceedings or as a result of Tenant's failure to pay taxes and other related charges with respect to the Premises. Landlord, without obligating itself to incur any costs or expenses in connection with such proceedings, shall cooperate with Tenant with respect to such proceedings so far as reasonably necessary. Neither party shall discontinue any abatement proceedings begun by it without first giving the other party written notice of the discontinuing party's intent so to do and reasonable opportunity to be substituted in such proceedings. Landlord shall promptly furnish to Tenant a copy of any notice of any tax received by Landlord.

In the event the Tenant fails to make any payment referred to in this Section 3.02prior to delinquency, the Landlord shall have the right after five (5) calendar days' written notice to Tenant to make any such payment on behalf of the Tenant and charge the Tenant as Additional Rent therefor, plus the Rent Interest Rate.

(a) **Tax Ownership.**

This Lease is intended to convey to Tenant all the burdens and benefits of ownership and to cause Tenant to be treated as the owner of the Premises for federal and state income tax purposes. Notwithstanding any provision in this Lease to the contrary, the improvements and all alterations, additions, equipment and fixtures built, made or installed by the Tenant in, on, or under or the Premises shall be the sole property of the Tenant until the expiration or other termination of the Term. Accordingly, at all times during the Term, Tenant shall be deemed to exclusively own the improvements for federal tax purposes, and Tenant alone shall be entitled to all of the tax attributes of ownership thereof, including, without limitation, the right to claim depreciation or cost recovery deductions, the right to claim the federal low-income housing tax credits available to Tenant under Section 42 of the Internal Revenue Code of 1986, as amended, with respect to the improvements, and the right to amortize capital costs and to claim any other federal tax benefits attributable to the improvements. The parties agree to treat this Lease in a manner consistent with this intention, including filing all federal income tax returns and other reports consistently with such treatment. Landlord will not claim tax credits, depreciation or any other federal or state income tax benefits with respect to the Premises, or take any action which is inconsistent with this provision.

Nothing contained in this Lease shall, however, require Tenant to pay any capital levy, franchise, income, corporate, estate, inheritance, succession, transfer or similar taxes of Landlord, or any income, profits or revenue tax, assessment or charge upon the rent or other benefit received by Landlord under this Lease that may be imposed by any governmental authority.

(b) **Utilities**.

Tenant shall pay or cause to be paid all charges for water, sewer, electricity, light, heat or power, telephone or other service used, rendered or supplied to Tenant in connection with the Premises and/or the Project and shall not contract for the same in Landlord's name; provided, however, that neither Landlord or Tenant shall have any responsibility hereunder for the payment of utilities supplied by the respective providers directly to individual Occupants for such Occupant’s use in connection with the occupancy of their individual Units.

(c) **Other**.

The Tenant covenants to pay and discharge, when the same shall become due, as Additional Rent, all other amounts, liabilities, and obligations which the Tenant assumes or agrees to pay or discharge pursuant to this Lease, including, but not limited to any other such payment for which Landlord has not expressly assumed responsibility hereunder, together with every fine, penalty, interest and cost which may be added for nonpayment or late payment thereof; and, in the event of any failure by the Tenant to pay or discharge the foregoing, the Landlord shall have all the rights, powers and remedies provided and as limited herein in the case of nonpayment of rent, and additionally, Landlord shall be entitled to pay the same, and collect the amount thereof from Tenant, as Additional Rent, plus the Rent Interest Rate.

ARTICLE IV. INDEMNITY, LIENS, AND INSURANCE

Section 4.01 Indemnification.

The Tenant agrees to pay and to defend, indemnify and hold harmless the Landlord, from and against any and all liabilities, losses, damages, causes of action, suits, claims, demands, judgments, costs and expenses of any kind or any nature whatsoever (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable expert's and attorney's fees and expenses), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by, or asserted or awarded against Landlord, or its respective employees, representatives, agents, officers, or other persons serving in an advisory capacity to any of them (such as monitoring committee members) or against the Project and/or Premises, or any portion thereof arising from: (a) any injury to, claim of injury to or death of any person or any damage to, loss of, or claim of damage to or loss of property on the Premises, within the Project, or on adjoining sidewalks, streets, or ways, in each case arising out of the use, possession, ownership, condition, or occupation of the Premises, the Project, or any part thereof by the Tenant (but not of any property not expressly referred to above); or (b) violation by the Tenant, the Tenant's employees, agents, or Occupants, or invitees of any of them of any obligation of the Tenant under this Lease, any Permitted Mortgage, and/or any one or more of the Governing Documents, and/or any restriction, statute, law, ordinance, or regulation, including without limitation, restrictions, statutes, laws, ordinances, regulations, or any other Legal Requirement relating to the presence, release, or threat of release of oil or hazardous substances in each case affecting the Premises or the Project or any part thereof or the ownership, occupancy, or use thereof from and after the date hereof, and except for third party bodily injury or property damage claims asserted after the date hereof but arising from exposure to any existing environmental conditions on the Premises prior to the date hereof, provided Tenant has not caused or exacerbated such environmental conditions on the Premises. Notwithstanding the foregoing, nothing in this Lease shall be construed to obligate Tenant to indemnify and hold harmless Landlord from and against any claim, demand, liability, expense, costs, loss or damage asserted against, imposed on or incurred by Landlord with respect to which a court of competent jurisdiction has determined to have been caused by reason of Landlord's willful misconduct or gross negligence.

The Landlord shall give the Tenant prompt notice of any written claim made or suit instituted against Landlord, relating to any matter, which would result in indemnification pursuant to this Section 4.01, but the Landlord's failure to give such prompt notice to the Tenant shall not release Tenant from performing Tenant's obligations under this Section 4.01. The obligations of the Tenant under this Section 4.01 shall survive the expiration or any earlier termination of the Term of this Lease. The foregoing indemnification shall not be construed as creating any rights in or conferring any rights to any third parties.

Section 4.02 Liens.

The Tenant shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms, and corporations doing any work, furnishing any materials or supplies

or renting any equipment to the Tenant or any of its contractors or subcontractors in connection with the construction, furnishing, repair, maintenance, or operation of the Premises and/or the Project and in all events will either (i) bond or cause to be bonded, with surety companies reasonably satisfactory to the Landlord, or (ii) pay or cause to be paid in full forthwith, any mechanic's, materialmen's, or other lien or encumbrance that arises, whether due to the actions of the Tenant, or any person under control of the Tenant against the Premises other than Permitted Mortgages pursuant to Section 9.01hereof.

The Tenant shall have the right to contest any such lien or encumbrance by appropriate proceedings, which shall prevent the collection of or other realization upon such lien or encumbrance so contested, and the sale, forfeiture or loss of the Premises and/or the Project to satisfy the same, provided that such contest shall not subject the Landlord to the risk of any criminal liability or civil penalty, and provided further that the Tenant shall give such reasonable security as may be requested by the Landlord to insure payment of such lien or encumbrance and to prevent any sale or forfeiture of the Premises and/or the Project by reason of such nonpayment, and the Tenant hereby indemnifies the Landlord for any such liability or penalty. Upon the termination after final appeal of any proceeding relating to any amount contested by the Tenant pursuant to this Section 4.02, the Tenant shall immediately pay any amount determined in such proceeding to be due, and in the event the Tenant fails to make such payment, the Landlord shall have the right, but not the obligation, after five (5) calendar days' notice to Tenant to make any such payment on behalf of the Tenant and charge the Tenant therefor.

Nothing contained in this Lease shall be construed as constituting the consent or request of the Landlord, expressed or implied, to or for the performance of any labor or services or the furnishing of any materials for construction, alteration, addition, repair or demolition of or to the Premises, the Project, or of any part thereof. Notice is hereby given that the Landlord will not be liable for any labor, services, or materials furnished or to be furnished to the Tenant, or to anyone holding the Premises, including the Occupants, or the Project, or any part thereof through or under the Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of the Landlord in and to the Premises, the Project, or any part thereof.

The obligations of the Tenant under this Section 4.02 shall survive the expiration or any earlier termination of this Lease.

Section 4.03 Insurance Requirements.

Beginning on the Commencement Date of this Lease and continuing until the expiration or earlier termination of the Term, the Tenant shall at all times carry, and shall require its contractors and subcontractors(as applicable to the contractor or subcontractor's scope of work)to carry, such liability, worker's compensation, property, and other insurance coverage with respect to the Premises, the Project, or any part thereof, and any other insurable property and equipment therein

or thereon (all of the above known as "**Insurable Property**") in at least the following amounts and extents of coverage, or such other coverages and terms as the Landlord accepts and approves:

(a) Commercial general liability insurance applicable to the insurable Premises for death, bodily injury, and personal injury in amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate. The commercial general liability insurance shall include coverage for losses arising from underground explosion and collapse. Any or all of these requirements may be expanded in scope or increased in amount, as the case may be, from time to time, to reflect changes in amounts of such insurance carried by owners of comparable properties in Barnstable County,as may be reasonably required by the Landlord. The policy affording such coverage shall name the Landlord and other parties designated by the Landlord as additional insureds.

(b) Commercial automobile liability insurance covering all owned or hired and non-owned automobiles for bodily injury and property damage in the amount of One Million Dollars ($1,000,000) per accident. This requirement may be expanded in scope or increased in amount, as the case may be, from time to time, to reflect changes in amounts of such insurance carried by owners of comparable properties in Barnstable County, as may be reasonably required by the Landlord. The policy affording such coverage shall name the Landlord and other parties designated by the Landlord as additional insureds.

(c) Workers' compensation at the statutory limits and as required by law and employer's liability insurance in the amount of One Million Dollars ($1,000,000) for bodily injury for each accident, One Million Dollars ($1,000,000) for bodily injury by disease for each employee, and One Million Dollars ($1,000,000) for bodily injury by disease in the aggregate in respect of any work performed by Tenant's employees, contractors, and subcontractors on or about the Premises and/or the Project.

(d) Tenant and its management agent shall carry umbrella liability insurance in the amount of Ten Million Dollars ($10,000,000) per occurrence, covering losses in excess of the primary commercial general liability, commercial automobile liability, and employer's liability coverages, or such other amount as may reasonably be required by the Landlord. Further, Tenant shall require its contractors and subcontractors to carry umbrella liability insurance in the amount of One Million Dollars ($1,000,000) per occurrence, covering losses in excess of the primary commercial general liability, commercial automobile liability and employer's liability coverages, or such other amount as may reasonably be required by the Landlord. If part of a master program, subject to annual aggregate limits, the umbrella limit shall be on a per-location basis.

(e) "All Risk Property Insurance" covering all risks of physical loss or damage to any of the Premises and/or Project on a full replacement cost basis sufficient to avoid any requirement of co-insurance by Tenant for the "full replacement value" thereof. Replacement cost values shall be determined annually by a method reasonably acceptable to the insurance company providing coverage, provided that the Tenant shall review the amount of such coverage annually and shall

adjust the amount of such coverage to take into account inflation in the replacement cost of the Premises. Coverage shall be provided for increased cost of construction, demolition, and building ordinance exposure/requirements. Subject to the rights of Permitted Mortgagees, such insurance shall have attached thereto a clause making the loss under the all-risk property insurance payable to the Landlord and Tenant, jointly. Landlord agrees to endorse any checks for such insurance proceeds within fourteen (14) calendar days of a request therefore from Tenant setting forth the proposed uses for such funds acceptable to the Landlord, such determination shall not be unreasonably withheld or delayed.

(f) Flood insurance if at any time the Premises are located in any federally designated "special hazard area" (including any area having special flood, mudslide and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary map or a Flood Insurance Rate Map published by the Federal Emergency Management Agency as Zone A, AO, A1-30, AE, A99, AH, V0, V1-30, VE, V, M or E) in an amount equal to the full replacement cost or the maximum amount then available under the National Flood Insurance Program.

(g) During any development or construction periods, Tenant or the Tenant's developer shall:

(i) Carry, and require Tenant's developer and general contractor to carry, umbrella liability insurance in the amount of Ten Million Dollars ($10,000,000) per occurrence, covering losses in excess of the primary commercial general liability, commercial automobile liability, and employer's liability coverages, or such other amount as may reasonably be required by the Landlord. If part of a master program, subject to annual aggregate limits, the umbrella limit shall be on a per-location basis. Further, Tenant shall also require its contractors and subcontractors to carry Umbrella liability insurance in the amount of One Million Dollars ($1,000,000) per occurrence, covering losses in excess of the primary commercial general liability, commercial automobile liability, and employer's liability coverages, or such other amount as may reasonably be required by the Landlord

(ii) Carry builder's risk insurance or property insurance covering any construction project on the Premises or in connection with the Project. Coverage shall be provided on a completed value basis and cover the full insurable replacement cost thereof. Any applicable deductible shall be the Tenant's or the Tenant's developer's sole responsibility.

(iii) Require any contractor, management agent, or professional to carry commercial general liability, commercial automobile liability, workers compensation and employer's liability coverages, and umbrella coverages, with limits, scope of coverage, and other provisions as described above, or as may be reasonably required by the Landlord. Such commercial general liability and commercial automobile liability coverages shall name the Tenant and Landlord as additional

insureds and Tenant shall obtain and keep on file any such certificates of insurance that show that the contractor is so insured, and any renewals thereof.

(iv) With respect to any architect or engineer or other person or entity providing professional services to Tenant and/or employed in connection with the Premises and/or the Project, or in the construction of other improvements, require such subcontractor to carry professional liability (errors and omissions) insurance in the amount of One Million Dollars ($1,000,000), or such other amount required by the Landlord, covering acts, errors, or omissions committed in, or arising out of, the provision of services performed in connection with the Project. In addition, Tenant shall require any architect or engineer providing services to Tenant in connection with the Project or in the construction/rehabilitation of other improvements to carry insurance for valuable papers and records computations, field notes, and other data pertinent to the Project or other construction/rehabilitation in the amount of One Hundred Thousand Dollars ($100,000), or as required by the Landlord. The Tenant shall obtain and keep on file certificates of insurances which show that the architect or engineer is so insured. Professional liability coverage inclusive of errors and omissions and valuable papers coverage shall remain in effect for a period of two (2) years after completion of the Project or other construction/rehabilitation. Tenant shall obtain and keep on file certificates of insurance that show that the architect or engineer is so insured, and any renewals thereof.

(h) The minimum coverages stated in this **Section 4.03** shall be reviewed annually by the Landlord and the Tenant and shall be increased at such review if Landlord reasonably determines such increase is necessary to reflect changes in the nature or degree of risks insured.

(i) From and after the date that seventy-five percent (75%) of the Units at the Premises are occupied by any Occupants, rent loss insurance on an all-risk and agreed amount basis, with the amount being sufficient to recover at least the total estimated gross receipts from all sources of income for the Premises, and/or the Project, or any part thereof, including, without limitation, rental income, for a twelve-month period.

Section 4.04 Insurance Provisions.

Insurance maintained by the Tenant and its contractors and subcontractors pursuant to the requirements of Section 4.03 shall:

(a) Name Landlord as an "additional insured" as its interest may appear by an endorsement reasonably satisfactory to Landlord, as applicable.

(b) be provided by standard policies, written by financially sound and responsible insurance companies rated at least A/VI or better in Best's Rating Guide, authorized to do business in the Commonwealth of Massachusetts, and otherwise acceptable to the Landlord.

(c) be written to become effective not later than the Commencement Date and shall be continued in full force and effect for the Term. Notwithstanding the foregoing, the insurance related to occupancy and use of the Buildings to be constructed as part of the Project shall be written to become effective on the earlier of: (i) the issuance of temporary or permanent certificate(s) of occupancy of the Building, or (ii) the use or occupancy of the Building.

(d) contain terms providing that any loss covered by such insurance may be adjusted with the Tenant and Landlord, but shall be payable to the holder of the senior Permitted Mortgage, who shall agree to receive and disburse all proceeds of such insurance, subject to the requirements of any Master Subordination Agreement by and among the Permitted Mortgagees.

(e) include a provision in each respective policy document stating that the insurer will waive all rights of recovery, under subrogation or otherwise, against the Landlord, and all other parties designated by the Landlord.

Section 4.05 Additional Insurance Provisions

The following provisions shall apply to required insurance coverages described above, if commercially available:

(a) The Tenant shall give written notice of any cancellation, non-renewal or material modification of any required coverages to the Landlord, Investor and any mortgagee under a Permitted Mortgage immediately upon the Tenant's receipt of notification of such cancellation, non-renewal, or material modification. For purposes of this subsection 4.05(a), a "material" modification shall include, but not be limited to, any change in the dollar amount of coverage, the circumstances to which the coverage applies, any change in the Landlord's or the Landlord's designees' position as additional insured or loss payee and any change in the duration of the coverage.

(b) Tenant shall deliver certificates of insurance evidencing the existence of all required coverages, together with all endorsements to such policies, as are required hereunder, including endorsements naming the Landlord and the Landlord's designees, as additional insured thereunder, where applicable on or before the Commencement Date of this Lease. Upon replacement or renewal of any of the coverages required herein, the Tenant shall provide the Landlord with certificates of insurance evidencing continuance of such coverage concurrent with such replacement or renewal.

(c) Tenant shall provide complete copies of all required insurance policies to the Landlord upon request.

(d) In addition to notifying Tenant's insurer(s) in accordance with each policy, Tenant shall provide prompt written notice to Landlord as soon as reasonably possible of any accident or

loss relating to the Premises, the Project, or any part thereof, likely to exceed Twenty-five Thousand Dollars ($25,000) in 2024 inflation-adjusted dollars.

(e) All insurance carried by Tenant shall be primary to any insurance carried by Landlord. Neither Landlord nor Tenant shall take out separate insurance concurrent in form or contributing in the event of loss with that required in this **Article IV** to be furnished by, or which may reasonably be required to be furnished by, Tenant unless Landlord and Tenant are included therein as the insured, with loss payable as in this Lease provided. Each party shall immediately notify the other of the placing of any such separate insurance and shall cause the same to be delivered as required herein. Nothing contained in this **Article IV** shall be applicable to or shall be construed by Tenant or any party, entity, or claimant of any nature that Landlord herein is waiving any and all rights it may enjoy whether actual or perceived in M.G.L. Chapter 258 and commonly known as the Massachusetts Tort Claims Act.

ARTICLE V. USE, TRANSFER, ASSIGNMENT

Section 5.01 Use, Transfer, and Assignment Restrictions.

(a) **Use of the Premises and Project**

(i) Tenant shall throughout the Term continuously use and operate the Premises and the Project only for the following uses (each, a **"Permitted Use**"), and such other uses as are reasonably and customarily attendant to such uses; provided, however, with such attendant uses, the Landlord has given the Landlord's prior approval, and to the extent any provision in this Ground Lease conflicts with this Section, this Section prevails:

1) Construction, development, marketing for lease, and leasing of the Units in a manner that strictly satisfies the requirements of this Lease and the Legal Requirements, and the Comprehensive Permit. Tenant shall have the right to sublease to eligible Occupants the Units.

2) Tenant covenants, promises and agrees that during the Term Tenant shall not devote the Units to uses other than those consistent with the Legal Requirements. In connection with the Permitted Uses, Tenant shall construct the Project, in accordance with the Governing Documents, and all terms and conditions of the Comprehensive Permit in a good and workmanlike manner, with new and first-class materials and equipment, in conformity with all Legal Requirements, and in accordance with all plans and specifications approved by the Landlord (the "**Approved Plans**") in accordance with this Lease. At least ninety (90) days prior to commencement of the construction of the Project, Tenant shall submit to the Landlord all plans and specifications for review and approval, and shall provide updated plans and specifications as they become available.

3) Tenant shall maintain and operate the Premises, Units, and any improvements thereon in accordance with any recorded affordable housing restrictions and regulatory agreements ("Restrictions"). Landlord and Tenant shall subordinate this Lease and Tenant's leasehold interest in the Premises to the Restrictions as may be required

thereunder by proper filing in the Barnstable Registry of Deeds. At the expiration of the Term, Landlord and Tenant shall record a notice of termination of Tenant's interest in this Lease.

(b) **Encroachments.**

If any improvement hereafter constructed on the Premises shall (i) encroach upon any setback or any property, street, or right-of-way adjoining the Premises; (ii) violate the provisions of any encumbrance; (iii) hinder or obstruct any easement or right-of-way to which any portion of the Premises is subject; or (iv) impair the rights of others in, to, or under any of the foregoing, the Tenant shall, promptly after receiving notice or otherwise acquiring knowledge thereof, at the Tenant's election, either (A) obtain from all necessary parties waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, violation, hindrance, obstruction or impairment, whether the same shall affect the Landlord, the Tenant, or both; or (B) take such action as shall be necessary to remove all such encroachments, hindrances, or obstructions and to end all such violations or impairments, including, if necessary, making alterations.

(c) **Prohibited Uses.**

Notwithstanding any other provision of this Lease, the Tenant shall not knowingly use the Premises or the improvements thereon, or any part thereof, or knowingly suffer or permit the use or occupancy of the Premises or the improvements thereon or any part thereof by the Tenant's agents, employees, and/or contractors (i) for any unlawful purposes or in any unlawful manner; (ii) in a manner that would violate any of the covenants, agreements, terms, provisions, and conditions of this Lease or otherwise applicable to or binding upon the Premises; and (iii) in a manner that is inconsistent with the operation and/or maintenance of the Project in accordance with Section 42 of the Code, for so long as applicable, and other Legal Requirements.

(d) **Maintenance and Repair.**

Except for roadway snow removal, sanding and sweeping ("**Landlord's Snow Removal Service**s"), the Tenant shall be responsible for the installation, operation and maintenance of all aspects of the Project, including, but not limited to, structures, driveways and parking areas, landscaping, trash/recycling disposal and pickup, stormwater management system and wastewater disposal system. Landlord shall have no legal or financial responsibility for the installation, operation or maintenance of the above, other than in connection with Landlord's Snow Removal Services. The Tenant shall, at its own expense during the Term, maintain, repair and replace the Premises, the Project and the improvements so as to keep them in good, clean and safe condition in all respects, and in compliance with the Legal Requirements, and the Tenant shall keep outdoor areas reasonably clean, groomed and free of garbage, litter and obstructions that may pose a danger or create unsanitary or unsightly conditions; provided, however, for the avoidance of doubt, that the Landlord remains responsible for Landlord's Snow Removal Services.

(e) **Assignment and Transfer.**

Tenant hereby acknowledges that Landlord has entered into this Lease because of Tenant's financial strength, goodwill, ability and expertise and that, accordingly, this Lease is one which is personal to Tenant, and Tenant agrees for itself and Tenant's successors and permitted assigns in interest hereunder that Tenant will not, other than by a Permitted Mortgage, directly or indirectly, transfer or assign this Lease or any of Tenant's rights under this Lease, as to all or any portion of the Premises or the Project, without the prior written consent of Landlord. Notwithstanding the foregoing, Landlord acknowledges that in connection with this transaction Tenant intends to assign this Lease to Cloverleaf Truro LLC, a Massachusetts limited liability company("**Cloverleaf**"). Landlord hereby consents to such assignment subject to the conditions set forth herein.

Subject to Section 42 of the Code, Landlord shall have the right to consent to: (i) each lease by Tenant to an eligible Occupant, provided, however, Landlord shall be deemed to consent to such residential leases of eligible Occupants if such residential lease is in a form that has been approved by the Landlord under the management agreement and the management plan; (ii) a transfer by Tenant to a mortgagee under a Permitted Mortgage in compliance with Article IX, and to an assignment or other transfer by such mortgagee to a third-party purchaser in connection with a foreclosure sale under the Permitted Mortgage or acceptance by the mortgagee or its designee of a deed-in-lieu of foreclosure under the Permitted Mortgage; and (iii) the transfer of any beneficial or ownership interests of Tenant pursuant to Tenant's organizational documents.

Upon the granting of any consent (evidenced in writing) by Landlord with respect to an assignment or transfer by Tenant, this Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective heirs, successors, assigns, legal representatives, mortgagees under Permitted Mortgages and other transferees.

Cloverleaf intends to provide The Community Builders, Inc. ("**TCB**") with a right of first refusal and option to purchase the Project after the Compliance Period, pursuant to a separate agreement between Cloverleaf and TCB to be entered into no later than the closing of the construction financing (the "**ROFR/Purchase Option**").

Section 5.02 Reserved.

Section 5.03 Performance of Requirements Under Section 42 of the Code.

Tenant shall, at Tenant's expense, perform all of Tenant's activities on the Premises, the Project and all parts thereof, in compliance with the terms of this Lease, and shall cause all Occupants of any portion thereof to comply with all applicable laws, ordinances, codes and regulations and other Legal Requirements affecting the Premises, the Project and all parts thereof, and the uses, as restricted hereunder, as the same may be administered by authorized governmental officials, Section 42 of the Code, for so long as applicable, and the Governing Documents. Landlord shall use Landlord's best reasonable efforts to assist Tenant in obtaining all licenses, permits and other approvals and authorizations required by any governmental authority with respect to any construction or other work to be performed on the Premises, the Project and all parts

thereof, including the Work, and shall sign all papers and documents at any time needed in connection therewith, including without limitation, such instruments as may be required for the laying out, maintaining, repairing, replacing and using of water, gas, electric, sewer, telephone, drain, cable television or other utilities; provided, however, Landlord is not subject to any cost, expense, fee or liability in connection therewith.

Section 5.04 Other Permitted Encumbrances.

In addition to any Permitted Mortgage, Landlord acknowledges that Tenant has or will enter into the following permitted encumbrances: all matters of record and in fact existing as of the Commencement Date, including all items either excluded from the Tenant's leasehold title insurance policy or to which such leasehold title insurance policy takes exception, together with all title exceptions, and all subleases, whether now existing or hereafter arising, for all units in the Project.

Section 5.05 Ownership /Surrender of Premises/Project.

(a) **Surrender.**

At the expiration or earlier termination of the Term or any portion thereof under any provision of this Lease, the Tenant shall peaceably leave, quit and surrender the Premises and the Project, or the portion thereof so terminated, subject to the rights of Occupants in possession of Units under leases with Tenant; provided that, subject to the rights of the Occupants under such leases, such Occupants are not in default thereunder beyond any grace period provided therein, and attorn to Landlord as such Occupants' lessor. Subject to the rights of the Landlord, upon such expiration or termination, the Premises, the Project and all portions thereof so terminated shall become the sole property of the Landlord at no cost to the Landlord and shall be free of all liens and encumbrances and in good condition, subject only to reasonable wear and tear and, in the event of a casualty, to the provisions of Article VI hereof. In connection with the foregoing, the Landlord shall be entitled to cause the fee interest in the Premises and the leasehold interest in the Premises to be separate, rather than have the fee interest and the leasehold interest merged.

(b) **Demolition**

Following Substantial Completion, Tenant shall not demolish all or substantially all of the Project, without first presenting to Landlord complete plans and specifications therefor and obtaining Landlord's written consent thereto (which consent shall not unreasonably be withheld by Landlord, so long as, in Landlord's judgment, such demolition will not violate the Legal Requirements or this Lease, or impair the value of the Premises and/or the Project; provided, however, that consent (from Landlord) shall not be required if such demolition is undertaken by Tenant to restore the Premises following a casualty or condemnation). In the event of a disapproval by Landlord, Tenant shall be entitled to resubmit its request for Landlord approval. Any improvements made to the Premises shall be made only in good and workmanlike manner, using

new or high-quality recycled materials of the same quality as the original improvements, and in accordance with all applicable building codes and Legal Requirements.

Section 5.06 Easements; Annexation.

Landlord agrees, subject to Landlord's consent and to Landlord obtaining such approvals as may be required, including Town Meeting approval, which consent shall not be unreasonably withheld, conditioned or delayed, to join with Tenant from time to time during the Term in the following (provided, however, Landlord is not subject to any cost, expenses or fees, or other liability, in connection therewith): (a) the granting of easements affecting the Premises and the Project, which are for the purpose of providing utility services for the Project, which easements shall not extend beyond the Term of this Lease; and (b) the dedication or conveyance, as required, if applicable, of portions of the Premises for road, highway, and other public purposes to provide access for the Project or to permit widening of existing roads or highways. If any monetary consideration is received by Tenant as a result of the granting of any such easement or the dedication or conveyance of any portion of the Premises as provided, such consideration shall be treated as part of effective gross income, and the cost of obtaining the same shall be treated as part of Operating Expenses. As a condition precedent to the exercise by Tenant of any of the powers granted to Tenant in this **Section 5.06**, Tenant shall give written notice to Landlord of the action to be taken, certify in writing to Landlord that such action will not adversely affect either the value or the use of the Premises, the Project, or any part thereof, and deliver all instruments required of Tenant by Landlord, and any mortgagee of the Premises.

Section 5.07 Obligation to Construct.

Tenant shall develop, construct, rehabilitate, operate, maintain, and manage forty-three (43) units of housing on the Premises, of which thirty-five (35) shall be LIHTC Units, subject to Section 42 of the U.S. Internal Revenue Code for so long as the Project is subject to Section 42 of the U.S. Internal Revenue Code.

Tenant hereby agrees, covenants and warrants that Tenant shall perform all of the Work. All such Work shall be in compliance with, and subject to, all of the terms, covenants and provisions of this Lease, including, but not limited to, the Approved Plans, the Legal Requirements (as applicable), and all federal, state, and local laws, rules and regulations, including without limitation those pertaining to zoning, environmental, subdivision, building, health, safety, and sanitary conditions, and all terms and conditions of the Comprehensive Permit . Tenant shall solicit and consider, in good faith, all input of the Landlord in the performance of Tenant's obligations under this Lease (e.g., inviting the Landlord staff to participate on teams working on various aspects of the Project, or otherwise soliciting from the Landlord comments and suggestions in regard to Tenant's obligations, etc.). Notwithstanding the foregoing sentence, the Tenant has made or will make an independent investigation and inquiry into all matters relevant to such matters, without reliance on any statement or representation of Landlord. The Project shall be financed in part by such sources more particularly described in the budget set forth on **Exhibit C**. Nothing herein shall be construed to eliminate or waive Tenant's obligation to obtain any and all

necessary approvals for the Work, including, but not limited to, zoning and building permits and/or approvals.

ARTICLE VI. CASUALTY AND TAKING

Section 6.01 Casualty.

If the Project is damaged or destroyed by fire or other casualty, Tenant 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, subject to the requirements of the Governing Documents and Legal Requirements. Unless otherwise determined in accordance with Section 6.03 and subject to the preconditions thereof, Tenant shall repair, restore or reconstruct all parts of the Project so damaged or destroyed to their condition at the time of such damage or destruction and the insurance proceeds and any other funds so collected shall be used and expended by the Tenant for such purpose. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Tenant, subject to the rights of the holder of any Permitted Mortgage to require that such excess be applied to the outstanding balance of any indebtedness secured by any Permitted Mortgage which has a lien superior to Landlord's.

Section 6.02 Commencement and Completion of Restoration.

When reconstruction or repair of the Project or any portion thereof, which has been destroyed or damaged, is required by the provisions of this Article VI, such reconstruction or repair shall be commenced within a period not to exceed sixty (60) calendar days after the insurance proceeds have been received by the Tenant (or, if the conditions then prevailing require a longer period, including, without limitation, the obtaining of any necessary permits or approvals of governmental bodies, such longer period as shall reasonably be required by Tenant proceeding with due diligence), the Tenant shall diligently prosecute such reconstruction or repair to completion, such reconstruction or repair to be completed as expeditiously as possible, and in no event longer than thirty (30) months after the earlier of (a) the aforesaid sixty (60) calendar days, or (b) the commencement thereof.

Section 6.03 Determination of Whether or Not to Restore.

If the Project is substantially damaged or destroyed by casualty, Tenant shall, within a commercially reasonable period, repair or restore the Project so long as (a) the repairs or restoration is lawful, (b) the Permitted Mortgagee first in priority permits such repairs or restoration, subject to the requirements of any Master Subordination Agreement by and among the Permitted Mortgagees, and (c) adequate insurance proceeds and other funds are made available to Tenant to complete such restoration and repairs. If restoration or repair of any substantial damage shall be required during the last three (3) years of the Term, then the Tenant shall have the right to terminate this Lease upon ninety (90) calendar days' notice to the Landlord in which event the insurance proceeds (net of Tenant's reasonable cost to obtain the same) shall be payable as set forth in Section 6.04. If the Tenant does not so terminate this Lease, then said insurance proceeds shall be payable

to Tenant and Tenant shall fully repair or restore. If Tenant reasonably determines that the reconstruction of a portion, but not all, of the damaged Project is practicable and meets the criteria of the initial two (2) sentences of this Section 6.03 above based on Tenant's reasonable determination as to such portion of the Project, Tenant shall so notify Landlord and, subject to Section 6.01, said insurance proceeds shall be payable to Tenant, and Tenant shall then restore such portion of the Project pursuant to Section 6.10.

Section 6.04 Allocation of Proceeds.

If such casualty occurs and the Tenant elects to terminate this Lease in accordance with Section 6.03, the net insurance proceeds (after deducting the reasonable cost of obtaining the same) shall be allocated in the following order of priority: First, to the Permitted Mortgagees having a superior lien to any Permitted Mortgage held by the Landlord, in the amount of any outstanding sums secured by their respective Permitted Mortgages and in their respective order of priority, to the extent required under such Permitted Mortgages and as more particularly set forth in any Master Subordination Agreement by and among the Permitted Mortgagees; Second, to the Landlord in the amount of any outstanding amounts secured by any Permitted Mortgage(s) held by Landlord (pari passu, in proportion to the outstanding amount of each Permitted Mortgage with the same priority as the Permitted Mortgage held by the Landlord) to the extent required under the Landlord's Permitted Mortgage(s); Third, to the Permitted Mortgagees having a subordinate lien to any Permitted Mortgage held by the Landlord, in the amount of any outstanding sums secured by their respective Permitted Mortgages and in their respective order of priority, to the extent required under such Permitted Mortgages; Fourth, to the Landlord in the amount of any then outstanding Base Rent or Additional Rent owed by the Tenant; and Fifth, the balance of the proceeds to Tenant**.**

Section 6.05 Tenant's Responsibilities on Termination.

If the Tenant terminates this Lease following a casualty in accordance with Section 6.03**,** the Tenant, at its sole expense, shall deliver to the Landlord any plans or other technical materials related to the Project and Premises prepared by or for Tenant or in Tenant's possession including, but not limited to all Project Documents (as defined below, see, Section 6.13). Tenant shall surrender the Project and Premises to the Landlord in accordance with Section 5.05and, upon the payment of the insurance proceeds in accordance with Section 6.04, this Lease shall terminate without liability or further recourse to the parties hereto, other than any provisions hereof, which by their express terms are intended to survive such termination; provided that any Base Rent or Additional Rent payable hereunder or obligations under Section 4.01 hereof owed by the Tenant to the Landlord as of the date of said termination shall be paid or otherwise carried out in full.

Section 6.06 Notice of Taking.

Forthwith upon receipt by either Landlord or Tenant of notice of the institution of any proceedings for a Taking, the party receiving such notice shall promptly give notice thereof to the

other, and such other party may also appear in such proceeding and be represented by counsel, who may be counsel for the party receiving such notice.

Section 6.07 Special Account.

The full amount of any award whether pro tanto or final, for any Taking (the "**Award**"), shall, notwithstanding any allocation made by the awarding authority, be paid and allocated as set forth below; provided that there shall first be deducted from the Award in the order stated: (i) all reasonable fees and expenses of collection, including, but not limited to, reasonable attorneys' fees and experts' fees, which shall be paid to the party which has incurred such fees and expenses, (ii) any outstanding amounts secured by the respective Permitted Mortgagees of any Permitted Mortgages shall, to the extent required under such Permitted Mortgages, be paid to such Permitted Mortgagees in their respective order of priority, (iii) any outstanding amounts secured by a Permitted Mortgage in favor of the Landlord to the extent required under such Permitted Mortgage shall be paid to the Landlord, and (iv)any Rent outstanding prior to the Taking owed by the Tenant which shall be paid to the Landlord. If the Premises and the Project shall be restored as is contemplated in **Section 6.09** below, Tenant shall be entitled to recover the costs and expenses incurred in such restoration out of any net Award. The remainder of the Award (the "**Remainder**") shall be allocated (x) to the Landlord, an amount equal to the product of the amount allocated to the Project multiplied by the Landlord's Percentage (hereafter defined), and (y) to the Tenant, an amount equal to the product of the amount allocated to the Project multiplied by the Tenant's Percentage (hereinafter defined). The Landlord's Percentage shall equal: (a) the fair market value, at the time of the Taking, of the land that constitutes the entire lease area of the Premises, (b) unencumbered by this Lease, (c) restricted to the uses permitted by the Governing Documents to the extent then applicable, plus the residual fair market value of the Project as of the expiration of the Term (the "**Land Value**") divided by the sum of the Land Value and the Project Value as of the date of the Taking. The Project Value shall equal the fair market value, at the time of the Taking, of the Project, taking into account the then remaining Term of this Lease and all other restrictions of the Governing Documents (the "**Project Value**"). The "Tenant's Percentage" shall equal the Project Value divided by the sum of the Land Value and Project Value. The portion of the Award so allocated to the Landlord shall be known herein as the "**Landlord's Award**", and the portion so allocated to the Tenant shall be known herein as the "**Tenant's Award**." Thereafter, the parties agree that any net Award will be allocated on a proportionate basis, taking into account the portion of the Landlord's contribution that has not been repaid to Landlord as of such time, whether through repayment of any loan from Landlord (directly or indirectly) to Tenant or otherwise. If the parties are unable to agree as to the exact amount of such allocation or if such allocation is no longer applicable because of the repayment of the Landlord's contribution, and the parties are unable to agree as to amounts that are to be allocated to the respective interests of each party, then each party shall select an independent MAI real estate appraiser (an "**Appraiser**"). Each Appraiser shall separately determine the amount of the balance of the net Award that is to be allocated to the interest of each party. If the percentage of the balance of the net Award each Appraiser allocates to Landlord (a) are within ten percent (10%) of each other, the two (2) allocations shall be averaged and such average shall be the final allocation of the net Award, or (b)

are not within ten percent (10%) of each other, the two (2) Appraisers shall then select a third Appraiser, who shall independently allocate the net Award between Landlord and Tenant, and the middle of such three (3) allocations shall be the final allocation of the net Award.

Section 6.08 Total Taking.

In the event of a permanent and total Taking of the fee title to or of control of the Premises or the Project or of the entire leasehold estate hereunder (a "**Total Taking**"), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, other than the provisions hereof which, by their express terms, are intended to survive such termination, provided that any Rent payable or obligations owed by the Tenant to the Landlord as of the date of the Total Taking shall be paid or otherwise carried out in full.

Section 6.09 Partial Taking: Procedures and Criteria for Course of Action.

In the event of a permanent Taking of less than all of the Premises and the Project (a "**Partial Taking**"),

(a) if Tenant reasonably determines that the continued use and occupancy of the remainder of the Premises and Project by the Tenant is or can reasonably be made to be economically viable, structurally sound, consistent with the Governing Documents, and otherwise feasible based upon the amount of the Award proceeds and any available other funds (without the necessity of Tenant securing additional funds or contributing funds of its own) as, at Tenant's option, are available for the purpose of paying for such restoration (the "**Restoration Criteria**"), Tenant shall so notify Landlord and shall then restore the Premises and the Project pursuant to Section 6.10hereof; or

(b) if the continued use and occupancy of the remainder of the Premises and Project by the Tenant is not or cannot reasonably be made to be economically viable, structurally sound, consistent with the Governing Documents, and otherwise feasible, then Tenant may terminate this Lease upon thirty (30) calendar days' notice to Landlord pursuant to Section 6.11 hereof.

Section 6.10 Restoration.

If a reasonable decision is made by Tenant pursuant to Section 6.03 and Section 6.09 to restore the remainder of the Premises and Project, the Tenant, and the Landlord shall reasonably agree upon and approve plans and specifications to modify the remaining Premises and Project. Upon approval of said plans, the Tenant shall promptly proceed, at Tenant's expense, to commence and complete the restoration pursuant to the provisions of Section 6.02 hereof. The Tenant may, subject to the terms of the first priority Permitted Mortgages, use the entire net Award for such restoration, and any Remainder shall be allocated between Landlord and Tenant as provided in Section 6.07. If Tenant has decided pursuant to Section 6.09 to restore the remainder of the Premises and the Project, and if the cost of the restoration shall exceed the amount of the Award,

or if the Award shall become unavailable in whole or in part for any reason, Tenant shall again have the right to terminate this Lease pursuant to Section 6.11 below.

Section 6.11 Termination upon Non-Restoration.

Following a Partial Taking, if a reasonable decision is made by Tenant pursuant to Section 6.09 or Section 6.10 hereof that the remaining portion of the Premises and the Project are not to be restored, the Tenant shall surrender the Premises and the Project to the Landlord and this Lease shall thereupon be terminated without liability or further recourse to the parties hereto, subject to the provisions hereof, which by their express provisions are intended to survive such termination. The Tenant's Award shall be applied to the extent necessary to pay amounts then due and owing under the provisions of this Lease.

Section 6.12 Joinder.

All mortgagees under Permitted Mortgages, including the Landlord, to the extent permitted by Legal Requirements, shall be made a party to any Taking proceeding.

Section 6.13 Drawings and Documents.

In the event of any termination of this Lease by reason of any such casualty or condemnation or any other provision of this Lease, the Tenant will assign and grant to the Landlord all of the Tenant's right, title, and legal and/or proprietary interest in, to, and under the following "**Project Documents**," to the extent any Project Documents affect the Premises, the Project, or any part thereof: (a) all architectural and engineering work products and/or instruments of service, such to include but not limited to, plans, specifications, drawings, and reports, including copyrights related to the foregoing, surveys, plats, permits, and the like, contracts for design, construction, operation and maintenance of, or provisions for services to, the Premises, the Project, and all parts thereof, including all drafts and works in progress in connection with the foregoing, and all rights, technology, agreements, licenses and documents of a similar or dissimilar nature; (b) all sewer taps and allocations, agreement for utilities, bonds, letters of credit and the like, relating directly or indirectly, wholly or in part, to the Premises, the Project, and all parts thereof; (c) all design, marketing and construction concepts with the Premises, the Project, and all parts thereof; and (d) all other deliverables acquired by, or on behalf of, Tenant with proceeds of any portion of the financing for the Premises, the Project, and all parts thereof, and works in progress undertaken pursuant to the Premises, the Project, and all parts thereof.

Section 6.14 No Waiver.

Subject to the provisions of this Article VI, no other provisions in this Lease shall limit the rights of either Landlord or Tenant to seek compensation from a condemning authority as provided by statute, common law, the Commonwealth of Massachusetts or the United States Constitution.

ARTICLE VII. CONDITION OF PREMISES

Section 7.01 Condition; Title.

The Premises as of the date of this Lease, and the Project, as and when developed, are demised and let to the Tenant subject to:

(a) zoning regulations, restrictions, rules, laws and ordinances now in effect or hereafter adopted by any governmental authority, including the Legal Requirements;

(b) to the extent applicable, unpaid real estate taxes for the current fiscal tax year which are not yet due and payable;

(c) all matters of record and in fact existing as of the Commencement Date, including all items either excluded from the Tenant's leasehold title insurance policy or to which such leasehold title insurance policy takes exception; and

(d) notwithstanding anything to the contrary set forth in the immediately preceding clause (c), Landlord agrees to use good faith efforts to assist in the relocation or termination of easements currently encumbering the Premises and existing prior to the Commencement Date to the extent that relocation or termination of such easements may be reasonably necessary in connection with the Premises and the Project, and all costs associated therewith, shall be included in the Project budget as a Project expense.

Tenant shall bear all risks associated with performance of its obligations under this Lease. Except for representations expressly set forth in this Lease, the Landlord makes no representations and Tenant may not rely upon any statement, whether written or oral, now or hereafter made by any officer, employee, agent or representative of the Landlord, as to (a) the geotechnical, environmental or other conditions of the Premises and Project, (b) the suitability of the Premises for the Project, (c) the existence or suitability of on-Premises or off-Premises facilities, (d) the availability of governmental permits and approvals other than those issued by the Landlord, (e) the practicality or capacity of plans and specifications heretofore or hereafter approved by the Landlord to satisfy the performance requirements of any governmental and quasi-governmental agencies, and/or (f) the Premises and/or Project and the contemplated use thereof to comply with existing zoning requirements. The Landlord hereby disclaims any statement or representation not consistent with this Section 7.01.

Section 7.02 No Encumbrances.

Landlord covenants that Landlord, subject to the provisions of Section 7.01, has full right and lawful authority to enter into this Lease in accordance with the terms hereof and to grant the estate demised hereby. Landlord covenants that Landlord will not encumber or lien the fee title of the Premises or cause or permit the title to be encumbered or liened in any manner resulting from Landlord's actions, and if Landlord fails to comply with the foregoing, such failure shall be a

default by Landlord hereunder, and following any cure period applicable thereto, and Landlord's failure to cure within such period, Tenant may reduce or discharge any such encumbrance or lien by payment or otherwise at any time and recover or recoup all reasonable costs and expenses thereof from Landlord together with interest at the Rent Interest Rate. Such recovery or recoupment may, in addition to all other remedies, be made by setting off against the amount of rent payable by Tenant hereunder. Landlord agrees, subject to obtaining such approvals as may be required, including Town Meeting approval, to use Landlord's good faith efforts to assist Tenant in obtaining any and all easements and rights of way as may be necessary or appropriate for the Project; provided, however, Landlord shall not be subject to any expense, cost, fee or liability in connection therewith, and the expense thereof shall be included in the Project budget as a Project expense. Landlord further covenants that Landlord has not received as of the Commencement Date written notice of the intention of any party holding an easement affecting the Premises or any part thereof to expand the exercise of any such easement beyond the scope of the present exercise thereof (as by replacing, or expanding existing facilities, conduits [including underground or overhead wires, cables or pipes] or systems for sewers, water, electric, gas, cable and other utilities).

Section 7.03 Quiet Enjoyment.

Landlord covenants and warrants that Tenant shall peaceably and quietly have, hold, occupy, use and enjoy the Premises during the Term, subject only to the provisions of this Lease, all Legal Requirements, the Governing Documents, and Tenant's timely compliance with all of the terms, covenants and provisions of this Lease and the foregoing to be performed by Tenant. Notwithstanding the foregoing, however, Landlord, HUD, the Comptroller General of the United States, or any of their authorized representatives shall be entitled to enter upon the Premises and Project to confirm compliance by Tenant with the foregoing and to review all documents, including, but not limited to, a review of any books, documents, papers, or other records related to the Premises, the Project and/or this Lease in order to make audits, examinations, excerpts and transcripts, upon reasonable prior notice to Tenant; provided that in doing so, Landlord and each such authorized representative observes all reasonable safety standards and procedures which Tenant may require. In exercising Landlord's rights under this Section 7.03, Landlord shall use Landlord's good faith, reasonable efforts to minimize any interference or disruption of Tenant's work or Tenant's use or operation of the Premises and, in all cases of entry under this Section 7.03, any such entry upon the Premises and Project shall be subject to the rights of Occupants.

Section 7.04 Exhibiting the Premises/Project.

Landlord and Landlord's authorized representatives may from time to time, after giving reasonable prior notice thereof to Tenant, the property manager, and subject to the rights of any Occupant, enter the Premises, the Units and/or parts of the Project during Tenant's normal business hours to exhibit the Premises, the Units or parts of the Project for purposes of exhibiting the foregoing to any governmental and/or quasi-governmental authorities or other third-parties which have an interest in developments similar to the Premises, the Projects or the Units, or similarly financed or for any other business purpose; provided that in doing so, Landlord and each such

authorized representative observes all reasonable safety standards and procedures which Tenant may require. In exercising Landlord's rights under this Section 7.04, Landlord shall use Landlord's good faith, reasonable efforts to minimize any interference or disruption of Tenant's work or Tenant's use or operation of the Premises.

Section 7.05 Additional Representations of Landlord.

As an inducement to Tenant to enter into and proceed under this Lease, Landlord warrants, represents and covenants to Tenant as follows which representations are true and correct, as of the date of this Lease:

(a) to the Knowledge of Landlord, there is no litigation or action, pending or threatened in writing, affecting the Premises or any streets or other public rights-of-way abutting or serving the Premises;

(b) Landlord has received no written notice and has no Knowledge of any pending or threatened Taking relating to all or any part of the Premises;

(c) the entry by Landlord into this Lease with Tenant and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreement relating to the Premises to which Landlord is a party or by which Landlord is bound, which would, if enforced by the other party thereto, have a material adverse impact upon the Tenant's rights under this Lease;

(d) there are no unpaid special assessments of which Landlord has Knowledge for sewer, sidewalk, water, paving, gas, electrical, or utility improvements or other capital expenditures, matured or unmatured, affecting the Premises;

(e) Landlord is not obligated under any contract, lease or agreement with respect to the ownership, use, operation, or maintenance of the Premises.

Section 7.06 Environmental Remediation.

(a) **Release.**

Tenant agrees that, by the execution of this Lease, Tenant releases the Landlord of any and all claims the Tenant may have against the Landlord pursuant to Massachusetts General Laws Chapter 21E ("Chapter 21E")and/or the Massachusetts Contingency Plan, 310 C.M.R. 40.0000 *et seq.* (the "MCP")or any other federal or state environmental laws or regulations (collectively, the "Environmental Laws") with respect to the Premises, the Project and all parts thereof, with respect to conditions that exist on the Commencement Date, except for any third party bodily injury or property damage claims arising from exposure to any existing environmental conditions on the Premises prior to the date hereof, except to the extent such environmental condition is exacerbated

by Tenant. Tenant further acknowledges and agrees that in consideration of the rights and benefits granted to Tenant under this Lease, but subject to Section 4.01of this Lease, the Tenant shall be responsible for carrying out in accordance with the requirements of Chapter 21E and the MCP any investigation or remediation required pursuant to Chapter 21E and/or the MCP of the Premises, the Project and all parts thereof, at Tenant's sole expense, without recourse to the Project and/or Landlord, and inclusive of the indemnification obligations set forth in this Lease. Except as expressly set forth herein, Tenant hereby waives any right, remedy or recourse against Landlord in regard to any environmental matters arising in regard to the Premises and Project other than those arising out of or related to Landlord's Snow Removal Services.

(b) **Testing and Notifications.**

Any and all activities undertaken by Tenant with respect to environmental testing, auditing or other investigatory procedures shall only be undertaken by Tenant after receiving the prior written approval of Landlord, which shall not be unreasonably withheld or delayed, unless the Tenant is legally obligated to undertake such activities by the Massachusetts Department of Environmental Protection ("**MADEP**") or other public agency as determined by a Licensed Site Professional ("**LSP**")(as such term is defined in the MCP) to be required under the MCP related to a Response Action (as such term is defined in the MCP). Without limiting the foregoing provisions of this **Section 7.06**, in the event, based upon an LSP's written determination (which may be oral, initially, in the event of an emergency)a notice to MADEP pursuant to Chapter 21E and/or the MCP or any other Environmental Laws is required, and or that any notice in connection with a new Immediate Response Action ("**IRA**") (as that term is defined in the MCP), or any other emergency action is required (collectively, a "**MADEP Notice**"), then Tenant shall immediately notify the Landlord in writing of such opinion, which notification shall include a statement of the time period within which the MADEP Notice must be given, and, except as provided in the next succeeding sentence, which notification shall be given to Landlord no later than five (5) business days following the Tenant's receipt of the LSP determination, and shall include any and all data and/or other information causing the LSP to form such determination, unless otherwise required by the Environmental Laws. If the matter is of a more time-critical nature per the MCP, the Tenant shall immediately notify the Landlord by verbal communication followed by written notification to the Landlord promptly thereafter. Upon receipt by the Landlord of the foregoing materials, the Landlord will review the same, and in the event the Landlord, based upon a counter determination of another LSP, disagrees with any portion of the proposed MADEP Notice or its supporting materials, the Landlord and Tenant shall use their good faith, diligent efforts, in joint consultation with both LSPs, to promptly resolve their differences regarding the proposed MADEP Notice including without limitation considering alternatives to the MADEP Notice. Subject to any Legal Requirements obligating Tenant (as opposed to Landlord) to provide the MADEP Notice, Landlord, shall have the sole right to provide, or to cause Tenant to provide, the MADEP Notice, provided that in the event any aspect of the MADEP Notice remains unresolved between Landlord and Tenant as of the time such MADEP Notice is given, such MADEP Notice shall not be given as to such unresolved matter except as required by the Environmental Laws. Notwithstanding any other provision hereof with respect to the MADEP Notice, Tenant shall be solely responsible for

undertaking any IRA or other emergency action required by the Environmental Laws in accordance with Section 7.06(d). The provisions of this Section 7.06(b)shall not be deemed to obligate Landlord to take any action or to assume any responsibility not required by the Environmental Laws.

(c) **Landlord's Obligations**

Notwithstanding anything which may be construed to the contrary in this Section 7.06, the Landlord shall have no obligation to conduct any such activities, or perform any other remediation measures, on behalf of Tenant, or in furtherance of Tenant's development of the Premises, the Project and all parts thereof. Tenant specifically assumes full responsibility for performing all such activities. Landlord has given affiliates of Tenant the opportunity to perform site inspections of the Premises pursuant to that certain Property Access Agreement for Site Inspections by and among Landlord, Urban Edge Corporation, The Community Builders, Inc. and Jamaica Plain Neighborhood Development Corporation dated as of April 19, 2016, as amended (the "**Access Agreement**"). No representations, warranties or other covenants are made by the Landlord in regard to the condition of the Premises, and the Premises is being provided to the Tenant hereunder in **"AS IS," "WHERE IS"** and **"WITH ALL FAULTS"** condition.

(d) **Remediation**

The Tenant shall, if and to the extent required, take all actions necessary, at its sole cost and expense, to conduct any environmental remediation, including but not limited to, remediation of oil and hazardous materials, of the Premises, the Project, or any part thereof in full compliance with the Environmental Laws, and to conduct any Response Actions (as defined in the MCP) required by MADEP or other public agency as they relate to the Premises, the Project, or any part thereof, including, if and to the extent required and without limitation, the preparation and execution by the Tenant's LSP of an IRA Plan, IRA Completion Report, Release Abatement Measure ("**RAM**") Plan, RAM Completion Report, Permanent or Temporary Solution Statement, Activity and Use Limitation ("**AUL**"), an AUL Opinion, and all other required documentation, if necessary, and the taking of all other steps required by the Environmental Laws, including the satisfaction of all required notices with respect thereto and the construction and maintenance of any engineered controls to comply with any AUL, if an AUL is required. The Tenant shall provide drafts of all MCP or other environmental documents, plans, and reports to the Landlord for review and approval (which approval shall not be unreasonably withheld, denied, delayed, or conditioned) prior to submission to MADEP or other public agency and/or the filing thereof. The Landlord shall review and approve, and, if required, execute such submission, or shall provide the Tenant with its comments or reasons for disapproval within seven (7) business days of the receipt of the submission (or revised submission) from the Tenant (or such lesser period of time as necessary to comply with the Environmental Laws). Upon approval of the same, which approval shall not be unreasonably withheld, denied, delayed, or conditioned, and execution by the Landlord where the property owner's signature is required, the Tenant shall cause the same to be filed with the MADEP or other public agency and, in the case of an AUL, recorded with the Barnstable County Registry of Deeds, as appropriate.

This Section 7.06 shall survive the expiration or any earlier termination of this Lease.

ARTICLE VIII. DEFAULTS

Section 8.01 Tenant Default. The occurrence of any of the following events shall constitute an event of default ("**Event of Default**") by Tenant hereunder:

(a) if the Tenant fails to pay when due any rent or other sum, and any such default shall continue for thirty (30) calendar days after the receipt of Landlord's written notice thereof by the Tenant;

(b) if the Tenant fails to observe or perform any material covenant, condition, agreement or obligation hereunder not addressed by any other event described in this Section 8.01, and shall fail to cure, correct or remedy such failure within thirty (30)calendar days after the receipt of written notice thereof, unless such failure is not monetary in nature such that it cannot be cured by the payment of a sum certain to the Landlord or otherwise cannot with due diligence be cured within a period of thirty (30) calendar days, in which case such failure shall not be deemed to continue if the Tenant proceeds promptly, with due diligence and without interruption, to commence to cure the failure within ten (10) calendar days following Landlord's notice thereof, and cures such failure within the earliest practicable time thereafter, not to exceed ninety (90) days;

(c) if the Tenant abandons the Premises, the Project or any substantial portion thereof and such abandonment is not cured within thirty (30) calendar days following written notice from Landlord other than as a result of a casualty or taking which is subject to reconstruction or restoration pursuant to this Lease;

(d) if any representation or warranty of the Tenant set forth in this Lease or in the Governing Documents shall prove to be incorrect in any adverse respect as of the time when such representation or warranty shall have been made and the same shall not have been remedied to the reasonable satisfaction of the Landlord within thirty (30) calendar days after notice from Landlord unless such cure cannot with due diligence be cured within a period of thirty (30) calendar days, in which case Landlord shall not have the right to exercise Landlord's remedies under this Lease so long as Tenant commences such cure within ten (10) calendar days following Landlord's notice thereof, and cures such failure within the earliest practicable time thereafter, not to exceed one ninety (90) calendar days;

(e) if the Tenant shall be adjudicated bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts ("**Bankruptcy Laws**"), or if the Tenant shall (i) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee or the Tenant or liquidator (or other similar official) of the Tenant or of the major portion of the Tenant's property; of any

substantial portion of the Tenant (ii) generally not pay debts as they become due or admit in writing Tenant's inability to pay Tenant's debts generally as they become due; (iii) make a general assignment for the benefit of Tenant's creditors; (iv) file a petition commencing a voluntary case under or seeking to take advantage of the Bankruptcy Laws; or (v) fail to controvert in a reasonably timely and appropriate manner, or in writing acquiesce to, any petition commencing an involuntary case against the Tenant pursuant to the Bankruptcy Laws; or

(f) if an order for relief against the Tenant shall be entered in any involuntary case under the Bankruptcy Laws or any similar order against the Tenant shall be entered pursuant to any other bankruptcy law, or if a petition commencing an involuntary case against the Tenant or proposing the reorganization of the Tenant under the Bankruptcy Laws shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within ninety (90) calendar days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (i) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the Tenant, (ii) the appointment of a receiver (not including a receiver appointed pursuant to any leasehold mortgage), custodian, trustee, United States Trustee or liquidator (or other similar official of the Tenant) of the major portion of the Tenant's property, or (iii) any similar relief as to the Tenant pursuant to the Bankruptcy Laws, and any such proceeding or case shall continue undismissed, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect for ninety (90) days.

Section 8.02 Landlord Remedies

Upon the occurrence of any Event of Default of Tenant hereunder, Landlord shall (subject in all respects to the provisions of this Lease entitling Landlord to cure Tenant defaults, and subject further to the rights of any Permitted Mortgagee as described in **Section 9.05 and Section 9.07** herein and the rights of the Investor as described in **Section 9.06** herein) have the right to (a) petition or initiate one or more actions in an equity court of competent jurisdiction for appropriate relief including, without limitation, one or more of the following actions for equitable relief: preliminary or permanent injunction, specific performance or any other equitable relief; (b) seek actual damages in a law court of competent jurisdiction (but not consequential or punitive damages); and (c) terminate this Lease in accordance herewith. Nothing herein shall be deemed to limit the remedies of Landlord under this Lease.

Section 8.03 No Personal Deficiency Judgments.

Landlord, for itself and for each and every succeeding owner of Landlord's estate in the Premises, agrees that Landlord shall not be entitled to seek a personal judgment against any officer, director, employee, representative, or member (whether direct or indirect) of Tenant and that, upon any Event of Default hereunder the rights of Landlord to enforce the obligations of Tenant, Tenant's successors or permitted assigns, or to collect any judgment, shall be limited to the termination of this Lease and the enforcement of any other rights and remedies specifically granted to Landlord hereunder.

Section 8.04 Termination of Lease for Tenant's Default.

Subject to the rights of Permitted Mortgagees and any Investor that is a non-managing member within Tenant pursuant to Article IX herein, following any Event of Default hereunder, Landlord may terminate this Lease upon not less than thirty (30) calendar additional days' written notice to any mortgagee under a Permitted Mortgage or Investor of which Landlord has Knowledge, setting forth the Tenant's uncured, continuing default and the Landlord's intent to exercise Landlord's rights to terminate under this Section 8.04. This Lease shall terminate on the expiration of such additional thirty (30) calendar day cure period unless within such time period a Permitted Mortgagee or Investor commences to cure such default and diligently pursues such cure to completion within ninety (90) calendar days of such notice from Landlord.

Upon such termination, the Tenant's interest in the Premises, the Project, and each part thereof, shall automatically revert to the Landlord, and the Tenant shall promptly quit and surrender the Premises and the Project to the Landlord, without cost to the Landlord, and the Landlord may, without demand and further notice, reenter and take possession of the Premises and the Project, or any part thereof, and repossess the same as the Landlord's former estate by summary proceedings, ejectment or otherwise without being deemed guilty of any manner of trespass and without prejudice to any remedies which the Landlord might otherwise have for arrearages of rent or for a prior breach of the provisions of this Lease. There shall be no merger of the leasehold estate in the Premises with the Landlord's fee estate in the Premises or any part thereof. The obligations of Tenant under this Lease which arose prior to termination shall survive such termination.

Section 8.05 Rights Upon Termination.

Upon termination of this Lease pursuant to Section 8.04, the Landlord may:

(a) at the time of such termination, retain all Base Rent and Additional Rent paid hereunder, without any deduction, offset or recoupment whatsoever;

(b) enforce Landlord's rights under any bond outstanding at the time of such termination, and

(c) require the Tenant to deliver to the Landlord, or otherwise effectively transfer to the Landlord any and all governmental approvals and permits, and any and all rights of possession, ownership or control the Tenant may have in and to, any and all Project Documents, including, plans, specifications, and other technical documents or materials related to the Premises, the Project and all parts thereof.

In addition to the above remedies of the Landlord, and notwithstanding anything set forth in this Lease to the contrary, the Tenant agrees to reimburse the Landlord for any and all actual expenditures incurred and for any and all actual damages suffered by the Landlord by reason of such Event of Default or such termination, however caused, including all costs, claims, losses,

liabilities, damages and expenses (including without limitation, reasonable attorneys' fees and costs) incurred by Landlord as a result thereof.

Section 8.06 Performance by the Landlord.

If the Tenant shall fail to make any payment or perform any act required under this Lease, following any applicable notice and opportunity to cure and the opportunity of Permitted Mortgagees or Investor to cure, the Landlord may (but need not) and without waiving any default or releasing Tenant from any obligations, cure such default for the account of the Tenant. The Tenant shall promptly pay the Landlord the amount of such charges, costs and expenses as the Landlord shall have incurred in curing such default, together with interest at the Rent Interest Rate accruing from the date of such cure.

Section 8.07 Default by Landlord.

It shall be a default of the Landlord if the Landlord fails to observe or perform any covenant, condition, agreement or obligation hereunder, and shall fail to cure, correct or remedy such failure within thirty (30) calendar days after the receipt of written notice thereof from the Tenant, unless such failure is in the nature such that it cannot be cured by the payment of a sum certain to the Tenant or otherwise cannot with due diligence be cured within a period of thirty (30) calendar days, in which case such failure shall not be deemed to continue if the Landlord proceeds promptly, with due diligence and without interruption, to commence to cure the failure within ten (10) calendar days following Tenant's notice thereof, and cures such failure within the earliest practicable time thereafter, not to exceed ninety (90) days.

Section 8.08 Tenant Remedies.

In the event of any event of default hereunder (final after the expiration of all applicable grace periods) by the Landlord, Tenant, as Tenant's sole and exclusive remedy, shall (subject in all respects to the provisions of this Lease entitling Tenant to cure defaults by Landlord and with respect to the rights of any mortgagee under a Permitted Mortgage), have the right to (a) petition or initiate one or more actions in any equity court of competent jurisdiction for appropriate relief under one or more of the following actions: preliminary or permanent injunction, specific performance or any other equitable relief, and (b) seek actual damages in a court of law of competent jurisdiction (but not consequential or punitive damages), to the extent of any monetary default hereunder by the Landlord. The foregoing rights and remedies of the Tenant shall be the sole rights and remedies of the Tenant hereunder, and the Tenant hereby waives any and all other rights and remedies to which it may otherwise have been entitled, under law, at equity or under this Lease.

Section 8.09 General.

(a) No defaults in the performance of the terms, covenants or conditions of this Lease on the part of Tenant or the Landlord (other than in the payment of any installment of rent and

other sums due from Tenant) shall be deemed to continue if and so long as the Landlord or Tenant, as the case may be, shall be delayed in or prevented from remedying the same due to an event of Force Majeure, unless such party fails to cure the default within ten (10) days following the expiration of the event of Force Majeure or fails to commence to cure in accordance with Section 8.01.

(b) Upon dissolution of the Landlord, the successor agency or entity to the Landlord shall assume the obligations of the Landlord pursuant to this Lease and shall execute any documents necessary to evidence such assumption of obligations, and this Lease shall remain in full force and effect.

(c) Unless otherwise specifically provided in this Lease, no remedy herein shall be exclusive of any other remedy or remedies, and each such remedy shall be cumulative and in addition to every other remedy; and every power and remedy given by this Lease may be exercised from time to time and as often as may deemed expedient by either party. No delay or omission by the Landlord to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein.

Section 8.10 Notices.

Notices given by Landlord regarding Events of Default under Section 8.01or by Tenant regarding Events of Default under Section 8.07shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant or Landlord, as applicable, perform the appropriate provisions of this Lease within the applicable period of time for cure.

ARTICLE IX. RIGHTS OF LEASEHOLD MORTGAGEE AND INVESTOR

Section 9.01 Right of Mortgagees.

This Lease is expressly subject to the terms and conditions of Section 42 of the Code in regard to the Units, so long as applicable. To the extent permitted under the Governing Documents, the Legal Requirements, and Section 42 of the Code, if applicable, expressly permit Tenant to subject the Premises and the Project to additional mortgages other than the Permitted Mortgages, Tenant shall have the right from time to time to encumber Tenant's interest in the Premises and the Project with one or more mortgages in favor of the Landlord or additional mortgages in favor of other mortgagees in accordance with this Section 9.01 and other applicable provisions of this Lease. Each such mortgage shall be expressly subject to this Lease, and Section 42 of the Code, if applicable. The Tenant shall give prior notice to the Landlord of Tenant's desire to enter into a mortgage. Such notice and request for consent shall be made to the Landlord in writing and shall be accompanied by such information as is necessary for the Landlord to determine whether the proposed mortgage could adversely impact the Premises, the Project, any portions thereof, or the ability to operate any of the foregoing to otherwise impair the repayment of any Permitted

Mortgage. Within thirty (30) calendar days of Landlord's receipt of such written request, the Landlord shall either determine that the proposed mortgage satisfies the foregoing criteria or shall notify Tenant of the specific respects in which such mortgage, in Landlord's judgment, does not satisfy such criteria or shall otherwise indicate with reasonable specificity what further information Landlord requires to make such determination. If the Landlord requests further information concerning the proposed mortgage, within twenty-one (21) calendar days of Landlord's receipt of such additional information, the Landlord shall undergo the foregoing analysis and advise the Tenant accordingly. Notwithstanding anything to the contrary set forth in this Lease, and more particularly this Article IX, the proceeds of any mortgage obtained by the Tenant, and approved by Landlord, as aforesaid, shall be used solely for the benefit of the Premises, the Project or parts thereof, or the payment of principal or interest under a Permitted Mortgage, and no proceeds thereof shall be used for any other purpose or disbursed to any person, other than the Tenant for such sole use.

Unless (i) a financing transaction is closed with the proposed mortgagee to which confirmation or consent is given or deemed given hereunder within one hundred and eighty (180) calendar days of the date such confirmation or consent is given or deemed given or (ii) the Tenant enters into a legally binding buy sell or third party agreement with respect to a financing with a proposed mortgagee within such one hundred and eighty (180) calendar day period, then such consent shall be void. Upon request by the Landlord, the Tenant shall furnish the Landlord with copies of the signed commitment letter, the mortgage documents and such other information as the Landlord may reasonably request and shall also furnish the Landlord with a certified copy of the mortgage as executed and recorded.

The Landlord hereby consents to the mortgages dated on or about the date hereof from Tenant to the Permitted Mortgagees identified on Exhibit D.

Section 9.02 No Subordination of Fee or Merger of Fee and Leasehold Interests.

(a) At no time shall the Landlord's fee title in the Premises, or the Landlord's interest in this Lease be subordinated in any manner to the interest of any mortgagee (other than the Landlord, if the Landlord elects) or lien holder of Tenant or any person claiming by or through the Tenant.

(b) Without the prior written consent of all Permitted Mortgagees, the fee title to the Premises and the leasehold estate of Tenant therein shall not merge but shall remain separate and distinct notwithstanding the acquisition of both fee title to the Premises and the leasehold estate created hereby by Landlord, Tenant, or any third party by purchase or otherwise.

Section 9.03 Notice to Mortgagee(s).

So long as any Permitted Mortgage lien shall remain on Tenant's leasehold estate hereunder, and the holder thereof shall have complied with the provisions of Section 9.09 hereof, Landlord agrees, simultaneously with the giving of each default notice hereunder to the Tenant, to

give a duplicate copy thereof to the holder of such Permitted Mortgage. A failure on the part of Landlord to give such notice to the holder of any Permitted Mortgage shall not affect the validity and effectiveness of the notice to Tenant. Each holder of a Permitted Mortgage will have the same period after the giving of such notice to a Permitted Mortgagee for remedying the default or causing the same to be remedied as is given Tenant after notice to Tenant, plus an additional thirty (30) calendar days which may be extended for an additional thirty (30) calendar days provided that a Permitted Mortgage has commenced and diligently pursued to cure within the initial thirty-day period. Landlord agrees to accept such performance on the part of such holder of a Permitted Mortgage as though the same had been done or performed by Tenant.

Section 9.04 Notice to Investor.

So long as Investor is investor member of Tenant and has notified Landlord in writing of Investor's name and address, Landlord agrees, simultaneously with the giving of each notice hereunder, to give a duplicate copy thereof to Investor; provided that a failure on the part of Landlord to give such notice to the Investor shall not affect the validity and effectiveness of the notice to Tenant. Subject to Section 9.06, Investor will have the same period after the giving of the notice aforesaid to Investor for remedying the default or causing the same to be remedied as is given Tenant after notice to such Investor plus an additional ninety (90) days, and Landlord agrees to accept such performance on the part of Investor as though the same had been done or performed by Tenant.

Section 9.05 Leasehold Mortgagee's Opportunity to Foreclose; Mortgagee in Possession; Protections of Permitted Mortgagees.

(a) Landlord agrees that it will take no action to effect a termination of this Lease by reason of any Event of Default without first giving to each holder of a Permitted Mortgage who has complied with the provisions of Section 9.09 reasonable time within which either to (a) obtain possession of the Premises and the Project (including possession by a receiver) and to cure such Event of Default in the case of an Event of Default which cannot be cured unless and until such holder has obtained possession, or (b) institute foreclosure proceedings and to complete such foreclosure, or otherwise to acquire Tenant's interest under this Lease with diligence and without delay in the case of an Event of Default which cannot be cured by such holder; provided, that nothing herein shall preclude Landlord from exercising any rights or remedies under this Lease (other than a termination of this Lease, which shall be subject to all of the provisions of this Article IX)with respect to any other Event of Default by Tenant during any period of such Landlord forbearance.

(b) If a Permitted Mortgagee, through the operation of its Loan Documents, or by entry as a mortgagee in possession, or by foreclosure, or by acceptance of an assignment in lieu of foreclosure, takes possession of the Premises, such Permitted Mortgagee shall have the right, at its option, to operate the Project itself and in all respects comply with the provisions of this Lease; and if such Permitted Mortgagee thereby acquires Tenant's interest in the Premises, such Permitted Mortgagee shall further have the rights, at its option, to:

(i) assign or transfer Tenant's interest in the Premises or this Lease to (A) a subsidiary of such Permitted Mortgagee or (B) any other assignee or transferee, which subsidiary or other assignee or transferee shall expressly assume all of the covenants, agreements and obligations of Tenant under this Lease by written instrument to be recorded forthwith in the Barnstable County Registry of Deeds; or

(ii) terminate the leasehold interest created by this Lease, thereby permitting Landlord to determine the future of the Premises, including the right to relet the Premises; in the event of such termination there shall be no obligation by Landlord to compensate such Permitted Mortgagee for any losses and no obligation by such Permitted Mortgagee to cure any default of Tenant.

No such action by a Permitted Mortgagee shall relieve Tenant of any of its obligations hereunder. Nothing contained herein shall limit or restrict any Permitted Mortgagee's right to exercise any other rights and remedies under its Loan Documents, in compliance with the provisions of this Lease.

(c) Obligations and Rights of a Mortgagee in Possession. If a Permitted Mortgagee shall enter upon and take possession of the Premises, but not otherwise, it shall be bound thereafter to keep and perform all duties and covenants and agreements of Tenant under this Lease during the term of its possession; provided, however, that if any default or breach of covenant or other condition justifying termination or cancellation of this Lease by Landlord shall have been cured within the period provided in this Lease and Tenant shall resume possession and shall not then be in default under this Lease, Permitted Mortgagee, upon restoring Tenant to full possession of the Premises and its rights under this Lease, shall thereafter not be so bound; and provided further, however, that if after such entry upon and taking possession of the Premises, the Permitted Mortgagee shall accept another tenant in place of Tenant, or if after such entry and taking possession, a Permitted Mortgagee shall assign its mortgage, the mortgage note secured thereby and its possession of the Premises to another lender or shall notify Landlord in writing that it has ceased to maintain possession of the Premises, then, in any such case, such Permitted Mortgagee shall thereafter not be so bound.

(d) Nothing contained in this Article IX shall require a Permitted Mortgagee to begin or continue possession of the Premises or foreclosure proceedings or to begin or continue to cure any default by Tenant.

Section 9.06 Investor's Opportunity to Replace Tenant's Managing Member.

Landlord agrees that it will take no action to effect a termination of this Lease by reason of any Event of Default without first giving to Investor(whose name and address is set forth in Section 10.9)reasonable time, not to exceed ninety (90) calendar days, to replace Tenant's managing

member, and cause the new managing member to cure such default (but such requirement shall only apply if the applicable Event of Default is capable of cure by such substitute or additional managing member).Provided, that (a) as a condition of such forbearance, the Landlord must receive notice of the substitution of a new managing member of the Tenant within thirty (30) calendar days following notice to the Investor, and (b) the Tenant, following such substitution of managing member, shall thereupon proceed with due diligence to cure such Event of Default; and (c) if the Event of Default relates to the completion of construction of the Premises, the Project or any part thereof or occupancy thereof, the extended cure period shall be limited to the period, if any, prior to the date by which the Premises, the Project and parts thereof must be placed in service in order to preserve federal or state low income housing tax credits for the Premises, the Project and parts thereof.

Section 9.07 Leasehold Mortgagee's Right to New Lease.

In the event of the termination of this Lease prior to this Lease's stated expiration date (except pursuant to **V**I hereof) or in the event that the holder of a Permitted Mortgage either takes possession of the Premises pursuant to a foreclosure or a deed in lieu of foreclosure, Landlord agrees, provided the Event of Default has been or is being cured by the entitled party pursuant to Section 9.05 and/or Section 9.06above by such holder in possession, that it will enter into a new lease of the Premises and the Project with such holder or, at the request of such holder, with (i) an entity formed by or on behalf of such holder, over which the holder has control, or (ii) an entity which is an assignee or transferee of a Permitted Mortgagee, provided that such entity expressly assumes all of the covenants, agreements and obligations of Tenant under this Lease, for a period equal to the remainder of the Term, effective as of the date of such termination, at the Base Rent and Additional Rent and upon the covenants, agreements, terms, provisions and limitations herein contained; provided, however, such holder (a) makes written request upon Landlord for such new lease within sixty (60) calendar days from the date of notice of such termination, or from the date of taking possession pursuant to a foreclosure or a deed in lieu of foreclosure, as applicable, and (b) such holder or replacement tenant pays or causes to be paid to Landlord at the time of the execution and delivery of such new lease any and all sums which would at the time of the execution and delivery thereof be due under this Lease but for such termination, and pays or causes to be paid any and all expenses including reasonable counsel fees, court costs and costs and disbursements incurred by Landlord in connection with any such termination and in connection with the execution and delivery of such new lease, less the net income from the Premises and the Project collected by Landlord subsequent to the date of the termination of this Lease and prior to the execution and delivery of such new lease. If Landlord receives more than one written request for a new lease in accordance with the provisions of this Section 9.07, then such new lease shall be entered into pursuant to the request of the 1st lien leasehold mortgagee, and the rights hereunder of any leasehold mortgagee whose Permitted Mortgage is subordinate to the 1st lien holder's Permitted Mortgage shall be null and void and of no further force or effect.

Any new lease made pursuant to this Section 9.07 shall be and remain an encumbrance on the fee title to the Premises having the same priority thereon as this Lease, and shall without

implied limitation be and remain prior to any mortgage or any lien, charge or encumbrance of the fee of the Premises created by Landlord.

No Permitted Mortgagee shall have any liability or obligation under this Lease unless it acquires Tenant's interest by foreclosure or acceptance of an assignment in lieu of foreclosure. In the event of foreclosure or a deed in lieu of foreclosure, a Permitted Mortgagee, or the designee, assignee(s) or agent(s) of any Permitted Mortgagee shall be liable or obligated under the Lease or be required to perform any of Tenant's obligations under the Lease, only during such period that such Permitted Mortgagee (or its designee(s), successor(s) or assignee(s)) takes possession of the Premises and Project pursuant to Section 9.07hereof, in which case, the obligations of such Permitted Mortgagee shall be no more than that of the Tenant under the Lease and, subject to Section 5.01(e)hereof, and will not have continuing liability after its sale and/or assignment of its interest in the property

Section 9.08 No Modification.

This Lease shall not be modified by the Landlord and the Tenant without the prior written consent of each party hereto, the Investor, and, if required, each holder of a Permitted Mortgage. No modification may result in the development or operation of the Premises and the Project in a manner inconsistent with Legal Requirements.

Section 9.09 Notice.

The foregoing provisions of this Article IX shall not apply in favor of any mortgage holder unless, before Landlord has mailed a notice of default under Article IX, such mortgage holder has duly recorded such holder's mortgage or notice thereof in any public office where such recording may be required in order to charge third persons with knowledge thereof and has given written notice to Landlord accompanied by a certified copy of such mortgage and stating the name of such holder and the address to which notices to such holder are to be mailed by Landlord. The Landlord acknowledges receipt of such notice with respect to the Permitted Mortgages set forth in Exhibit D.

ARTICLE X. MISCELLANEOUS

Section 10.01 Construction.

Landlord and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate Section thereof.

Section 10.02 Performance Under Protest.

In the event of a dispute or difference between Landlord and Tenant as to any obligation which either may assert in good faith the other is obligated to perform or do, then the party against

whom such obligation is asserted shall have the right and privilege to carry out and perform the obligation so asserted against it without being considered a volunteer or deemed to have admitted the correctness of the claim, and shall have the right to bring an appropriate action at law, equity or otherwise against the other for the recovery of any sums expended in the performance thereof and in any such action.

Section 10.03 No Waiver.

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on any subsequent occasion. Except as expressly limited by the terms of this Lease, any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them whether exercised by said party or not, shall be deemed to be in exclusion of any other; and two or more or all of such rights and remedies may be exercised at the same time.

Section 10.04 Headings.

The headings used for the various Articles and Sections of this Lease are used only as a matter of convenience for reference, and are not to be construed as part of this Lease or to be used in determining the intent of the parties of this Lease.

Section 10.05 Partial Invalidity.

If any terms, covenant, provision, or condition of this Lease or the application thereof to any person or circumstances shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, provisions and conditions of this Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable, provision mutually agreeable to Landlord and Tenant which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

Section 10.06 Bind and Inure

Unless repugnant to the context, the words "**Landlord**" and "**Tenant**" shall be construed to mean the original parties, their respective successors and permitted assigns and those claiming

through or under them, respectively. Subject to the provisions of Section 5.01(e), the agreements and conditions in this Lease contained on the part of Tenant to be performed and observed shall be binding upon Tenant and Tenant's successors and permitted assigns and shall inure to the benefit of Landlord and Landlord's successors and assigns, and the agreements and conditions in this Lease contained on the part of the Landlord to be performed and observed shall be binding upon Landlord and Landlord's successors and assigns and shall inure to the benefit of Tenant and Tenant's successors and permitted assigns. Landlord agrees that no individual partner, trustee, stockholder, officer, employee or beneficiary of Tenant shall be personally liable under this Lease, subject to Landlord's right to look to Tenant's interest in the Premises and the Project and Tenant's Personal Property in pursuit of Landlord's remedies upon an Event of Default hereunder, and the general assets of the individual partners, trustees, stockholders, officers, employees or beneficiaries of Tenant shall not be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Landlord; provided that the foregoing provisions of this sentence shall not constitute a waiver of any obligation evidenced by this Lease and provided further that the foregoing provisions of this sentence shall not limit the right of Landlord to name Tenant, individual partners, trustees, affiliate, stockholder, officer, employee or beneficiary of Tenant as a party defendant in any action or suit in connection with this Lease so long as no personal money judgment shall be asked for or taken against any individual partner, affiliates, trustee, stockholder, officer, employee or beneficiary of Tenant. No holder of a Permitted Mortgage of the leasehold interest hereunder shall be deemed to be the holder of said leasehold estate until such holder shall have acquired title to said leasehold estate.

Section 10.07 Estoppel Certificate.

Each party agrees from time to time, upon no less than twenty (20) calendar days' prior notice from the other or upon request from Investor, any Permitted Mortgagee or any permitted assignee, to execute, acknowledge and deliver to the other or to such Investor, mortgagee or assignee a statement certifying that (i) this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the rent has been paid, and that no additional rent or other payments are due under this Lease (or if additional rent or other payments are due, the nature and amount of the same), and (iii) whether there exists any uncured default by the other party, or any defense, offset, or counterclaim against the other party, and, if so, the nature of such default, defense, offset or counterclaim. Any such statement delivered pursuant to this Section 10.07may be relied upon by Investor, any prospective purchaser or holder of a mortgage of the leasehold interest hereunder from Tenant or any prospective assignee of any such holder of a mortgage.

Section 10.08 Recordable Notice of Lease.

Simultaneously with the delivery of this Lease the parties have delivered a notice of this Lease which Tenant shall record in the public office in which required to put third parties on notice. If this Lease is terminated before the Term expires, the parties shall execute, deliver and record an instrument acknowledging such fact and the date of termination of this Lease.

Section 10.09 Notice.

Every notice and demand required or permitted to be given under this Lease shall be in writing and deemed to have been duly given when deposited with the United States mail, postage prepaid by certified or registered mail, with return receipt requested, or when deposited with a recognized overnight courier service addressed.

In the case of notice to or demand upon Landlord, it shall be sent to:

Town of Truro
24 Town Hall Road
Truro, MA 02666
Attention: Select Board

With a copy to:

Town of Truro
24 Town Hall Road
Truro, MA 02666
Attention: Town Manager

In the case of notice to or demand upon Tenant, it shall be sent to:

The Community Builders, Inc.
33 Arch Street
10th Floor, Suite 1000
Boston, MA 02110
Attention: Senior VP of Real Estate Development, New England

With a copy to:

The Community Builders, Inc.
33 Arch Street
10th Floor, Suite 1000
Boston, MA 02110
Attention: General Counsel

A party may change its address by giving written notice to the other party as specified herein.

Section 10.10 Entire Agreement.

This instrument, together with, if applicable, Section 42 of the Code, and all other documents referred to herein, contain all the agreements made between the parties hereto and may

not be modified in any manner than by an instrument in writing executed by the parties or their respective successors in interest in accordance with Section 9.08.

This Lease may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 10.11 Governing Law.

This Lease, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts.

Section 10.12 Disclaimer of Relationship.

The Parties hereto expressly declare that, in connection with the activities and operations contemplated by this Lease, they are neither partners nor joint venturers, nor does a principal agent relationship exist between them.

Section 10.13 Venue.

Any action or proceeding arising hereunder shall be brought in the courts of Massachusetts; provided, however, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, or any other causes establishing federal jurisdiction, so that it may be brought in the United States District Court, it shall be brought in a United States District Court having jurisdiction for Massachusetts.

Section 10.14 Time of Essence.

Time of the essence in regard to all of Tenant's and the Landlord's performance under this Lease.

ARTICLE XI. RIGHT OF FIRST OFFER; RIGHT OF FIRST REFUSAL

Section 11.01 Landlord's Intent to Market Premises.

If Landlord, in its sole discretion, decides to sell its interest in the Premises, then, prior to marketing such interest, Landlord shall give written notice of such intent to Tenant, Investor and any Mortgagee under a Permitted Mortgage setting forth the terms and conditions on which Landlord desires to sell the Premises ("**Sales Notice**"). The parties agree that any such sale to a third party shall be subject to all terms and conditions of this Lease and any other Legal Requirements. Tenant shall have sixty (60) calendar days thereafter within which to notify Landlord of its intent to purchase such interest offered for sale upon such terms and conditions as are set forth in the Sales Notice. If such notice to purchase is timely given, the closing shall be ninety (90) calendar days after the date of the Sales Notice. The status of title to be delivered and the instruments to be executed pursuant thereto shall be as stated in the Sales Notice as well as any

amount of earnest money that the Tenant shall be required to deposit with the notification of intent to purchase. Failure of the Tenant to so notify Landlord in a timely manner shall be deemed an election not to purchase. In the event Tenant does not so timely notify Landlord of its intent to purchase the offered property upon the terms and conditions stated in the Sales Notice, Landlord shall be free to market such property on its own or through a broker and thereafter may sell the property, subject to all of the terms and conditions of this Lease; provided that Landlord may not sell such interest on terms and conditions that are materially different from those contained in any Sales Notice received by Tenant without first offering Tenant the opportunity once again to purchase such interest in accordance with this Section 11.01upon such materially different terms and conditions upon which Landlord bases its offer of sale.

Section 11.02 Right of First Refusal.

If Landlord is not marketing the Premises as provided in Section 11.01above, but receives a written offer in acceptable form from an unrelated third party that Landlord is willing to accept for the purchase of the Premises (a "**Sales Offer**"), Landlord shall notify Tenant, Investor and any mortgagee of a Permitted Mortgage of the terms and conditions of such Sales Offer. Tenant shall then have sixty (60) calendar days within which to notify Landlord of its intent to purchase the Premises by matching said Sales Offer and, in the event of such timely response, the closing of the purchase and sale of the Premises shall be in accordance with the terms of such Sales Offer, provided that the Closing shall not occur less than ninety (90) days after the Sales Offer. In the event that timely notice is not given by Tenant to Landlord, Tenant shall be deemed to have elected not to match said Sales Offer, and Landlord shall be free to sell the Premises to such third party on the terms and conditions set forth in the Sales Offer, subject, however, to all terms and conditions of this Lease, and the Legal Requirements. If Landlord fails to sell the Premises to such third party in accordance with the terms of the Sales Offer within one hundred and eighty (180) calendar days after Landlord is entitled to sell the Premises to such third party, the right of first refusal created in this Section 11.02shall be revived and again shall be enforceable.

Section 11.03 Sale to Affiliate or to Public Agency.

The rights of Tenant under Section 11.01and Section 11.02above shall not apply to a proposed sale of the Premises by Landlord to any non-profit affiliate of Landlord, to any other agency or instrumentality of the County of Barnstable or other body politic and corporate (whether federal, state or local), to an agency or authority of any federal, state or local government, or to any quasi-public entity whose purpose relates to the development, rental, or operation of public housing or affordable housing.

[Signature page follows.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have executed this Lease as a sealed instrument as of the date of the Lease set forth above.

LANDLORD:

TOWN OF TRURO, a Massachusetts municipality,

_____
Susan Areson, Chair

_____
Robert Weinstein, Chair

_____
Nancy Medoff, Clerk

_____
Stephanie Rein, Member

_____
Susan Girard-Irwin, Member

TENANT:

THE COMMUNITY BUIILDERS, INC., a Massachusetts nonprofit corporation,

By: _____
Name:
Title:

EXHIBITS
Exhibit A: Description of Premises
Exhibit B: Definitions
Exhibit C: Budget
Exhibit D: Permitted Mortgages
Exhibit E: Comprehensive Permit and Amendments

Exhibit A

Description of Premises

Exhibit B

Definitions

The following terms shall have the following definitions in this Lease, unless defined elsewhere in the text of this Lease:

(a) "**Base Rent**" shall mean the annual rental payment due from the Tenant to Landlord in the amount set forth in **Section 3.01** of this Lease.

(b) "**Commencement Date**" shall mean the Date of this Lease, as stated in Section 1.01 of this Lease.

(c) "**Compliance Period**" shall mean the period specified in Section 42(i)(1) of the Code with respect to such building and when used with respect to the Project as a whole, means the period starting with the beginning of the first period under Section 42(i)(1) to start for any building in the Project and ending with the end of the last period under Section 42(i)(1) to end for any building in the Project.

(d) **"Comprehensive Permit"** shall have the meaning in Section 2.01 herein.

(e) "**Force Majeure**" shall mean any (a) strike, lock-out or other labor troubles, (b) governmental restrictions or limitations, (c) failure or shortage of electrical power, gas, water, fuel oil, or other utility service, (d) riot, war, insurrection, or other national or local emergency, (e) accident, flood, fire or other casualty, (f) adverse weather conditions resulting in stoppage of work on the Project in excess of one (1) week, (g) other act of God, (h) inability to obtain a building permit or a certificate of occupancy, notwithstanding having fulfilled all requirements, conditions and obligations in regard thereto, (i) government declared public health emergency related to an epidemic or pandemic or (j) other cause similar or dissimilar to any of the foregoing and beyond the reasonable control of the Tenant.

(f) "**Governing Documents**" shall mean the [list], and all Permitted Mortgages.

(g) "**Institutional Lender**" shall be a savings bank, commercial bank, trust company, savings and loan association, insurance company, real estate investment trust, pension trust or fund established for a corporation listed on the New York or American Stock Exchange, for state or municipal employees or for a national trade union, an agency or authority of any federal, state, or local government, any quasi-public entity, and any private or nonprofit entity which provides financing for affordable housing.

(h) "**Investor**" means tax credit equity investor(s) designated as the non-managing member of the Tenant by written notice to Landlord prior to the construction financing closing for the Project and its successors and assigns.

(i) "**Knowledge**" shall mean, in regard to Landlord, the actual knowledge of the Town Manager.

(j) "**Lease**" shall mean this agreement as the same shall be amended from time to time.

(k) "**Lease Year**" shall be, in the case of the first lease year, the period from the Commencement Date through December 31st of the year which includes the Commencement Date; thereafter, each successive twelve-calendar month period following the expiration of the first lease year of the Term; except that in the event of the termination of this Lease on any day other than the last day of a Lease Year then the last Lease Year of the Term shall be the period from the end of the preceding Lease Year to such date of termination.

(l) "**Legal Requirements**" shall mean all laws, statutes, ordinances, orders, codes, rules, regulations, and requirements of all federal, state and local governmental or quasi-governmental entities, subdivisions, agencies, authorities or instrumentalities and the appropriate officers, departments, boards and commissions thereof applicable to the Premises and/or the Project.

(m) **"LIHTC Units"** shall have the meaning in Section 1.01 herein.

(n) **"Market Units"** shall have the meaning in Section 1.01 herein.

(o) "**Occupant**" shall mean any tenant, under a lease directly with Tenant, in lawful occupancy of any Unit located on the Premises.

(p) "**Operating Expenses**" shall mean all costs and expenses attributable to or incurred in connection with the development, construction, completion, marketing, leasing, maintenance, management, insuring and occupancy of the Premises and the Project, including without limitation (a) energy sources for the Project, such as propane, butane, natural gas, steam, electricity, solar energy and fuel oil; (b) the water, sewer and trash disposal services; (c) maintenance, repair, replacement and rebuilding of the Project (but excluding the costs of the Snow Removal Services); (d) maintenance, repair, replacement and rebuilding of the roadways, sidewalks, curbs, landscaped areas, fences and entranceways located at the Premises; (e) insurance premiums relating to the Premises and the Project, including fire and extended coverage, public liability insurance, rental insurance and all risk insurance; and (f) cost and expenses of all capital improvements or repairs (whether structural or non-structural) required to maintain the Project in good order and repair, including but not limited to any required by any governmental or quasi-governmental authority having jurisdiction over the Premises or the Project.

(q) "**Permitted Mortgages**" shall mean mortgages and related loan documents held by any Institutional Lender, to which the Landlord has consented in writing. Landlord shall not unreasonably withhold its approval of the mortgages held by the Institutional Lenders listed on

Exhibit D-1 pursuant to commitment letters entered into between Tenant and each Institutional Lender prior to or as of the date of this Lease.

(r) **"Permitted Mortgagees"** shall mean the holders (as defined in the Uniform Commercial Code) of the Permitted Mortgages.

(s) **"Rent Interest Rate"** shall mean the prime rate published from time to time by the Wall Street Journal, plus two percent (2%) per annum, but in no event greater than the legal rate of interest.

(t) "**Substantial Completion**", in reference to Project on the Premises, shall mean the issuance of certificates of occupancy for such Project or particular buildings thereof.

(u) "**Taking**" shall mean any taking of the title to, access to, or use of all or any part of the Premises and/or the Project, or any interest therein or right accruing thereto, as a result of the exercise of the right of condemnation or eminent domain or a change in grade affecting the Premises or any part thereof. A conveyance in lieu of or in anticipation of the exercise of any such right of condemnation or eminent domain shall be considered a Taking. Any such Taking shall be deemed to have occurred upon the earlier to occur of (a) the date on which the property, right or interest so taken must be surrendered to the condemning authority, or (b) the date title vested in a condemning authority or other party pursuant to any Taking. Takings may be total or partial, permanent or temporary.

(v) **Tenant Fiscal Year**" shall mean the fiscal year as agreed to between the Landlord and the Tenant. **"Tenant's Personal Property**" shall mean any non-real estate property owned by Tenant located upon or used by Tenant in connection with the Premises and/or the Project, and not necessary for the development, construction, ownership, operation or management of the Premises and the Project.

(w) **"Units"** shall have the meaning in Section 1.01 herein.

(x) "**Work**" shall mean all services, labor, materials, equipment and supplies necessary or desirable to complete the Project, including, but not limited to, the design, engineering, construction, testing, financing, sale or rent-up for the Project upon the terms, covenants, and conditions contained in the Approved Plans and the Governing Documents.

Exhibit C
Budget

Exhibit D
Permitted Mortgages

Exhibit D-1
Approved Institutional Lenders

Exhibit E

Comprehensive Permit and Amendments

Property: 22 Highland Road, Truro, MA

NOTICE OF GROUND LEASE

Dated as of December __, 2024

Notice is hereby given, pursuant to the provisions of Chapter 183, Section 4, of the General Laws of Massachusetts, of the following lease (the "Ground Lease"):

PARTIES TO GROUND LEASE AGREEMENT:

LANDLORD:	Town of Truro Mailing Address: 24 Town Hall Road Truro, MA 02666 Attention: Select Board and Town Manager
TENANT:	The Community Builders, Inc. Mailing Address: 33 Arch Street 10th Floor, Suite 1000 Boston, MA 02110 Attention: General Counsel
DATE OF GROUND LEASE:	December ___, 2024
TERM COMMENCEMENT DATE:	December ___, 2024
INITIAL TERM:	Ninety-nine (99) years commencing on the Term Commencement Date and terminating on September 30, 2123

LANDLORD'S TITLE REFERENCE:	Deed from Massachusetts Department of Transportation dated September 20, 2017 and recorded with the Barnstable County Register of Deeds in Book 30796, Page 289.
PREMISES:	Certain premises located at 22 Highland Road in the Town of Truro, County of Barnstable, Commonwealth of Massachusetts, as more particularly described in Exhibit A attached hereto and incorporated herein.
EXTENSION OPTIONS:	None.
GROUND LEASE INCORPORATED:	All capitalized terms not otherwise defined herein shall have the meanings given them in the Ground Lease. This Notice of Lease is executed pursuant to, and is subject to, the provisions of the Ground Lease. Nothing contained herein is intended to vary the terms and conditions of the Ground Lease, which terms and conditions will control in all respects.

[Signature pages follow.]

[Landlord's Signature Page to Notice of Lease]

WITNESS the execution hereof, under seal, as of the date first above written, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

LANDLORD:

TOWN OF TRURO

_____
Susan Areson, Chair

_____
Robert Weinstein, Chair

_____
Nancy Medoff, Clerk

_____
Stephanie Rein, Member

_____
Susan Girard-Irwin, Member

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of December, 2024, before me, the undersigned notary public, personally appeared _____, member of the Truro Select Board, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Truro.

_____
Notary Public:
My Commission Expires:

[Signatures continue on the following page.]

[Tenant's Signature Page to Notice of Lease]

TENANT:

THE COMMUNITY BUILDERS, INC.

By: _____
Name: Rachana Crowley
Title: Authorized Agent

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of December, 2024, before me, the undersigned notary public, personally appeared Rachana Crowley, Authorized Agent of The Community Builders, Inc., proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of The Community Builders, Inc.

_____
Notary Public:
My Commission Expires:

Exhibit A

LEGAL DESCRIPTION

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

This ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "**Assignment**") is entered into as of the ____ day of _____, 2024, by and among THE COMMUNITY BUILDERS, INC., a Massachusetts nonprofit corporation ("**TCB**"), and CLOVERLEAF TRURO LLC, a Massachusetts limited liability company ("**Owner**"), and is consented to by the TOWN OF TRURO, a Massachusetts municipality ("**Landlord**").

RECITALS

WHEREAS, TCB, as tenant, has entered into a Ground Lease dated as of December __, 2024 (the "**Ground Lease**") with the Landlord, pursuant to which Landlord has granted to the tenant an undivided leasehold estate in the real property described in Exhibit A to the Ground Lease (the "**Premises**"), as evidenced by that certain Notice of Lease dated the same date, and recorded with the Barnstable County Registry of Deeds, which Notice of Lease also reflects the assignment of the Ground Lease hereunder;

WHEREAS, TCB desires to assign the Ground Lease to the Owner;

NOW THEREFORE, in consideration of the sum of _____ Dollars ($_____) paid by the Owner to TCB, and the mutual agreements set forth below, the parties agree as follows:

1. Assignment. TCB assigns the Ground Lease, and all of TCB's right, title, and interest as tenant thereunder, to the Owner.

2. Assumption. The Owner accepts the foregoing assignment, agrees to be bound by the Ground Lease, and assumes all obligations of TCB, as tenant, thereunder.

3. Tax Ownership. This Assignment is intended to convey to Owner all the burdens and benefits of ownership and to cause Owner to be treated as the owner of the Premises for federal and state income tax purposes. Notwithstanding any provision in this Assignment to the contrary, the improvements and all alterations, additions, equipment and fixtures built, made or installed by the Owner in, on, or under or the Premises shall be the sole property of the Owner until the expiration or other termination of the Term as it is defined in Section 2.02 of the Ground Lease. Accordingly, at all times during the Term, Owner shall be deemed to exclusively own the improvements for federal tax purposes, and Owner alone shall be entitled to all of the tax attributes of ownership thereof, including, without limitation, the right to claim depreciation or cost recovery deductions, the right to claim the federal low-income housing tax credits available to Owner under Section 42 of the Internal Revenue Code of 1986, as amended, with respect to the improvements, and the right to amortize capital costs and to claim any other federal tax benefits attributable to the improvements. The parties agree to treat this Assignment in a manner consistent with this intention, including filing all federal income tax returns and other reports consistently with such

treatment. Landlord and TCB will not claim tax credits, depreciation or any other federal or state income tax benefits with respect to the Premises, or take any action which is inconsistent with this provision.

4. Counterparts. This Assignment may be executed in counterparts, each taken together with the other counterparts shall constitute one instrument, binding and enforceable against each signatory to any counterpart instrument. Any facsimile signature shall be accepted as an original if containing a copy of the original signature notwithstanding that the original has not been received.

5. Consideration. Concurrent herewith, the Owner is delivering to TCB (i) a payment in the amount of $_____ and (ii) as promissory note in the amount of $_____ as full consideration for the foregoing assignment.

6. Consent. Landlord acknowledges and consents to this Assignment and agrees to recognize the Owner as the Tenant under the Ground Lease.

7. Reimbursement. For so long as this Assignment remains in effect, the Owner hereby acknowledges and agrees to fully reimburse TCB to the extent that TCB is held liable by the Landlord for any breach by the Owner of the obligations arising under the Ground Lease.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Ground Lease as of the date first above written.

TCB:
THE COMMUNITY BUILDERS, INC.,
a Massachusetts nonprofit corporation,

By: _____
Name:
Title:

OWNER:
CLOVERLEAF TRURO LLC,
a Massachusetts limited liability company,

By: Cloverleaf Truro MM LLC, its managing member,

By: _____
Name: Edward Malone
Title: Authorized Agent

[Signatures continue on following page.]

CONSENTED TO BY LANDLORD:
TOWN OF TRURO, a Massachusetts municipality

_____
Susan Areson, Chair

_____
Robert Weinstein, Chair

_____
Nancy Medoff, Clerk

_____
Stephanie Rein, Member

_____
Susan Girard-Irwin, Member

Property: 22 Highland Road, Truro, MA

NOTICE OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

Dated as of December __, 2024

Notice is hereby given, pursuant to the provisions of Chapter 183, Section 4, of the General Laws of Massachusetts, of the following Assignment and Assumption of Ground Lease (the "Ground Lease"):

PARTIES TO ASSIGNMENT AND ASSUMPTION OF GROUND LEASE:

LANDLORD: Town of Truro

Mailing Address:
24 Town Hall Road
Truro, MA 02666
Attention: Select Board and Town Manager

ASSIGNOR: The Community Builders, Inc.

Mailing Address:
33 Arch Street
10th Floor, Suite 1000
Boston, MA 02110
Attention: General Counsel

ASSIGNEE: Cloverleaf Truro LLC

Mailing Address:
c/o Community Housing Resource, Inc.
P.O. Box 1015
Provincetown, MA 02657

DATE OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE:	December ___, 2024
TERM COMMENCEMENT DATE:	December ___, 2024
INITIAL TERM:	Ninety-nine (99) years commencing on the Term Commencement Date and terminating on September 30, 2123
LANDLORD'S TITLE REFERENCE:	Deed from Massachusetts Department of Transportation dated September 20, 2017 and recorded with the Barnstable County Register of Deeds in Book 30796, Page 289.
PREMISES:	Certain premises located at 22 Highland Road in the Town of Truro, County of Barnstable, Commonwealth of Massachusetts, as more particularly described in Exhibit A attached hereto and incorporated herein.
EXTENSION OPTIONS:	None.
GROUND LEASE INCORPORATED:	All capitalized terms not otherwise defined herein shall have the meanings given them in the Ground Lease. This Notice of Lease is executed pursuant to, and is subject to, the provisions of the Ground Lease. Nothing contained herein is intended to vary the terms and conditions of the Ground Lease, which terms and conditions will control in all respects.

[Signature pages follow.]

[Landlord's Signature Page to Notice of Assignment and Assumption of Ground Lease]

WITNESS the execution hereof, under seal, as of the date first above written, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

LANDLORD:

TOWN OF TRURO

_____
Susan Areson, Chair

_____
Robert Weinstein, Chair

_____
Nancy Medoff, Clerk

_____
Stephanie Rein, Member

_____
Susan Girard-Irwin, Member

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of December, 2024, before me, the undersigned notary public, personally appeared _____, member of the Truro Select Board, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Truro.

_____
Notary Public:
My Commission Expires:

[Signatures continue on the following page.]

[Assignor's Signature Page to Notice of Assignment and Assumption of Ground Lease]

ASSIGNOR:

THE COMMUNITY BUILDERS, INC.

By: _____
Name: Rachana Crowley
Title: Authorized Agent

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of December, 2024, before me, the undersigned notary public, personally appeared Rachana Crowley, Authorized Agent of The Community Builders, Inc., proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of The Community Builders, Inc.

_____
Notary Public:
My Commission Expires:

[Signatures continue on the following page.]

[Assignee's Signature Page to Notice of Assignment and Assumption of Ground Lease]

ASSIGNEE:

CLOVERLEAF TRURO LLC

By: Cloverleaf Truro MM LLC, its managing member

By: _____
Name: Edward Malone
Title: Authorized Agent

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of December, 2024, before me, the undersigned notary public, personally appeared Edward Malone, Authorized Agent of Cloverleaf Truro MM LLC, the managing member of Cloverleaf Truro LLC, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose in the aforesaid capacity on behalf of Cloverleaf Truro MM LLC, the managing member of Cloverleaf Truro LLC, as the voluntary act of such entity.

_____
Notary Public:
My Commission Expires:

Exhibit A

LEGAL DESCRIPTION

TOWN OF TRURO, MASSACHUSETTS

GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is made on this _____ day of December, 2024, by and between the **Town of Truro**, a Massachusetts municipal corporation acting by and through its Select Board, having its usual place of business at _____, Truro, MA _____ (the "Town"), and **The Community Builders, Inc.**, a Massachusetts charitable corporation, having an address of 33 Arch Street, Floor 10, Boston, MA 02110, or its Assignee (the "Grantee" or the "Sponsor").

WITNESSETH:

WHEREAS, the Town is the owner of a parcel of land located at 22 Highland Road, Truro, Barnstable County, Massachusetts, consisting of 3.91 acres, more or less, and described in a deed recorded with the Barnstable Land Court Registry of Deeds (the "Registry") in Book 30796, Page 289 (the "Property");

WHEREAS, the Town issued a Request for Proposals (the "RFP") on August 15, 2018, soliciting proposals for the development, construction and operation rental affordable housing units on the Property;

WHEREAS, Community Housing Resource, Inc., in partnership with Grantee, submitted a proposal to the Town on October 18, 2018 (the "Proposal"), which is incorporated herein, proposing to construct 43 mixed income dwelling units on the Property (the "Units") to be spread across ten (10) buildings consisting of six (6) two unit townhouse buildings, two (2) four unit buildings, one seven unit townhouse building and one low-rise multi-generational apartment building containing 16 units, a community room, management office, and a common laundry facility (the "Project"), which Project shall contain no fewer than 35 residential units to be available for Families as such term is defined in a certain Affordable Housing Restricted by Owner for the benefit of the Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities ("EOHLC") and other public lenders (the "Affordable Housing Restriction") whose income does not exceed 60% of the area median income for the Metropolitan Statistical Area in which the Town is located, as defined by the United States Department of Housing and Urban Development, adjusted for household size (the "Affordable Units");

WHEREAS, the Town and Grantee entered into an Amended and Restated Land Development Option Agreement dated September 13, 2022, as amended by a certain Amendment No. 1 to Land Development Option Agreement dated as of October 24, 2024 (collectively, the "LDA") pursuant to which Grantee or an affiliate of the Grantee will enter into a ground lease of the Property for nominal consideration upon the satisfaction of conditions set forth therein, which LDA;

WHEREAS, pursuant to the LDA, Grantee will undertake the Project, including renting the Affordable Units to Eligible Tenants (as set forth and defined below);

WHEREAS, Grantee submitted a proposal (the "Proposal") to the Truro Community Preservation Committee ("CPC") seeking funds under the Community Preservation Act, G.L. c. 44B (the "CPA"), for the purpose of developing and operating the Project;

WHEREAS, the CPC reviewed and approved the Proposal and recommended that Truro Town Meeting appropriate the funds therein requested; and

WHEREAS, by the vote taken under Article 13, Section 2 of the 2019 Annual Town Meeting, the Town appropriated CPA funds in the amount of $40,000 (the "CPA Funds") to fund the construction and operation of the Affordable Units;

WHEREAS, Grantee also submitted a request to the Town for (i) Community Development Block Grantprogram income funds ("CDBGPI"), (ii) funds through the Truro Affordable Housing Trust Fund (the "Trust"), and (iii) funds through the Rural and Small Town grant program ("RST") from EOHLC to the Town; and

WHEREAS, the Town's Select Board voted to provide Grantee with Trust funds in the aggregate amount of $1,800,000 towards the Project (the "Trust Funds"); and

WHEREAS, the Town voted to provide Grantee with CDBGPI funds in the aggregate amount of $81,691 (the "CDBGPI Funds"); and

WHEREAS, EOHLC awarded $209,893 to the Town from the Rural and Small Town grant program to be granted to the Project (the "RST Grant Funds"); and

WHEREAS, the Town will contribute Town funds in the total amount of $2,131,584.00 (the "Grant Funds"), which is the sum of the CPA Funds, the Trust Funds, the CDBG Funds, and the RST Grant Funds to fund the Project;

WHEREAS, the Town ground leased Property to TCB on or about the date hereof;

WHEREAS, TCB assigned its interest in the Ground Lease to Cloverleaf Truro LLC, a Massachusetts limited liability company and affiliate of the Grantee (the "Project Owner"), on or about the date hereof.

NOW THEREFORE, the Town and Grantee wish to set forth in an agreement the terms of said funds and agree as follows:

1. Funding. Each of the Grant Funds shall be granted to Grantee on the condition that Grantee shall loan all of the Grant Funds to the Owner (the "Sponsor Loans") and the Owner shall use said funds for the sole purpose of constructing the Project with the Affordable Units and renting said Affordable Units in perpetuity to the Eligible Tenants (defined below). The Sponsor Loans shall be evidenced by promissory notes from the Owner to the Grantee and secured by a subordinate priority mortgage recorded against the Property.

2. Conditions.

a) The term of the Sponsor Loans shall be ____ (___) years from the date of the closing of the Project financing (including the Sponsor Loans). Excess or unused Grant Funds must be returned to the Town. Any and all Grant Funds will be returned to the Town upon the occurrence of an uncured Event of Default (as defined herein) and termination of the Agreement as set forth in Section 10 herein.

b) Grantee shall ensure that the Owner shall use the Sponsor Loans for the sole purpose of undertaking the Project and renting the Affordable Units pursuant to the requirements of the Affordable Housing Restriction and the Comprehensive Permit Guidelines (the "Guidelines") issued by the EOHLC (the "Eligible Tenants"), and at rents acceptable to EOHLC. Grantee shall take any and all action as may be necessary and/or appropriate to include the Affordable Units in the Town's Subsidized Housing Inventory maintained by EOHLC.

c) The Grant Funds are granted to Grantee on the condition that, at the time of closing of the Project financing, the Owner, the Town, and EOHLC enter into a Regulatory Agreement and Declaration of Restrictions and the Affordable Housing Restriction on terms satisfactory to the Town. No Grant Funds shall be disbursed until the Restriction has been recorded against the title to the Property.

3. Contact. Grantee shall identify in writing a contact person responsible for administration of the Project and a second person, authorized to act if the contact person is unavailable.

4. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Agreement, provided that Grantee complies with the conditions set forth in this Agreement, including, without limitation, Grantee's obligations under Section 2, and the Town shall be under no further obligation or liability. Nothing herein shall render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.

5. Indemnification. Grantee shall defend, indemnify and hold the Town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or relating to Grantee's performance of the Project, the condition of the Property, or the negligence or misconduct of Grantee or Grantee 's agents or employees.

6. Public Records; Contract Documents. All document relating to the Project, including, but not limited to, photographs, budgets, and other documents submitted to the Town, shall become the property of the Town and available by the public under the Massachusetts Public Records Law.

7. Record Keeping. Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization and the Grant Funds as are kept in the normal course of business and such additional records as may be required by the Town. Grantee further agrees to make these records available to the Town upon request.

8. Payments. The Grant Funds shall be released to into the Project upon the closing of the Project financing andand the recording of the Affordable Housing Restriction in compliance with Section 2 (collectively, the "Disbursement Requirements").

9. Assignment. Grantee shall not assign, subcontract or otherwise transfer this Agreement, in whole or in part, or its rights hereunder, without the prior written consent of the Town, which may be withheld in its sole and absolute discretion, provided, however, that Grantee may assign the same only to the affiliated entity taking title to the Property from the Town ("Assignee").

10. Termination. If Grantee fails to fulfill any of its obligations under the terms of this Agreement, including, without limitation, any uncured default of the Owner under the Restriction (an "Event of Default"), as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to Grantee, whereupon Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of Grant Funds as set forth in Section 11 below. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 2, 4, 5, 7, 8, 10, 11 and 16 shall survive said expiration or earlier termination.

11. Return of Grant Funds. In the event Grantee fails to fulfill its obligations hereunder or under the Restriction and this Agreement is terminated pursuant to Section 10, any Grant Funds disbursed to Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof and, further, Grantee shall be obligated to repay in full any and all Grant Funds expended by Grantee, it being the intent of the parties that, upon such default, the Town shall be made whole. In the event that the Town takes legal action under this Agreement, Grantee shall pay any and all costs and expenses, including reasonable attorneys' fees, incurred by the Town on and from the date of default.

12. Reports. Grantee shall provide the Town with quarterly project status reports until the Project has been completed.

13. Compliance with Laws. Grantee shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Project, including, without limitation, with the CPA, such provisions being incorporated herein by reference, and shall obtain any and all licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this grant.

14. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses listed below or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered

by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

If to Grantee:

The Community Builders, Inc.
33 Arch Street
Floor 10, Suite 1000
Boston, MA 02110

With a copy to:

If to the Town:

With a copy to:

KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
Attention: Katherine Klein, Esq.

15. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

16. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

TOWN OF TRURO, By Its Select Board

_____
, Chair

_____
, Vice-Chair

_____
, Member

_____
, Member

_____
, Member

Commented [TL1]: Does TCB need signature block?

TAX CREDIT REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS TAX CREDIT REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this "Restriction") is made and entered into as of the [_____ day of December], 2024 by and between the Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities ("EOHLC"), and Cloverleaf Truro LLC, a Massachusetts limited liability company, and its successors and assigns (the "Grantor").

BACKGROUND

A. EOHLC, as successor to the former Department of Housing and Community Development, is authorized by Executive Order 291 signed by the Governor of the Commonwealth of Massachusetts to administer the State Housing Credit Ceiling as defined in Section 42 of the United States Internal Revenue Code of 1986 as amended, (the "Code") in connection with the allocation and administration of low-income housing tax credits (the "Low-Income Housing Tax Credit").

B. EOHLC has adopted a 2022-2023 Low-Income Housing Tax Credit Allocation Plan (the "Allocation Plan") and certain Low-Income Housing Tax Credit Guidelines (the "Guidelines"), which govern the process and standards for allocation of the Low-Income Housing Tax Credit.

C. EOHLC is authorized pursuant to M.G.L. c.23B sec.3, M.G.L. c.62 sec.6I, and M.G.L. c.63 sec.31H (collectively, the "Massachusetts Act") to allocate, administer, and determine eligibility for a Massachusetts low-income housing tax credit ("State Credit").

D. The Grantor is the developer of a 43 residential rental unit housing development located or to be located on the Property leased by the Grantor from the Town of Truro, Massachusetts (the "Ground Lessor") pursuant to the Ground Lease, which housing development is known as or to be known as Cloverleaf (the "Project").

E. The Grantor has applied to EOHLC for an allocation of Low-Income Housing Tax Credits to the Project.

F. The Grantor has applied to and received from EOHLC a binding commitment of State Credit and will receive in the future from EOHLC an allocation of State Credit (subject to pertinent conditions) for the Project.

G. The Grantor has represented to EOHLC in the Grantor's Low-Income Housing Tax Credit Application (collectively, the "Application") that a certain percentage of the Units in the Project shall be both rent restricted and occupied by individuals or families whose income is a certain percentage or less of the Area Median Income in accordance with Section 42 of the Code, and that the Grantor will maintain other restrictions on the use and occupancy of the Project, as set forth herein. Where

reference is made herein to the Application, the term "Grantor" shall also mean any previous sponsor connected with the Project.

H. EOHLC has determined that, as of the date hereof, the Project would support a Low-Income Housing Tax Credit allocation, as set forth herein, provided that the Units in the Project are placed in service in accordance with Section 42 of the Code and any other applicable requirements.

I. The Code requires as a condition precedent to the allocation of the Low-Income Housing Tax Credit that the Grantor execute, deliver and record in the official land deed records of the county in which the Project is located this Restriction in order to create certain covenants running with the land for the purpose of enforcing the requirements of Section 42 of the Code and other applicable requirements by regulating and restricting the use and occupancy and transfer of the Project as set forth herein.

J. As a condition precedent to determination of the Project as a Qualified Massachusetts Project, authorized and eligible for the State Credit, the Grantor must execute, deliver and record as an affordable housing restriction under M.G.L. c.184 with the registry of deeds in the county in which the Project is located a regulatory agreement for the State Credit.

K. The Grantor, under this Restriction, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of the Project shall be and are covenants running with the Property for the term stated herein and binding upon all subsequent owners of the Property for such term, and are not merely personal covenants of the Grantor.

SECTION 1. GENERAL

1.1 EOHLC and the Grantor, in consideration of the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as set forth below.

1.2 This Restriction shall constitute an "extended low-income housing commitment" as defined in Section 42(h)(6)(B) of the Code with respect to each building included within the Project.

SECTION 2. DEFINITIONS

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for all purposes of this Restriction:

Applicable Fraction:	The smaller of the "unit fraction" or the "floor space fraction," as these terms are defined in Section 42(c)(1) of the Code, which has been determined for the purposes of this Restriction to be 73.2%.
Applicable Income Limit:	The percentage of Area Median Income applicable to a Low-Income Unit, which shall be equal to 60 percent.
Area:	Barnstable, MA MSA

Area Median Income:	The median income for the Area, with adjustments for family size, determined in accordance with Section 142(d)(2)(B) of the Code.
Code:	The Internal Revenue Code of 1986 as amended and all regulations applicable thereto.
Compliance Period:	The 15-year compliance period under Section 42 of the Code.
Gross Rent:	The total amount received from a Low-Income Tenant as a rental payment, excluding any payment under Section 8 of the United States Housing Act of 1937 or any comparable rental assistance (with respect to such Unit or occupants thereof) and including any utility allowance under Section 8 of the aforementioned act.
Ground Lease:	The Ground Lease entered into by and between Ground Lessor as landlord, and The Community Builders, Inc., as tenant ("TCB"), dated as of the date hereof, authorizing TCB to lease the Property, as assigned by TCB to the Grantor, by that certain Assignment and Assumption of Ground Lease by and among TCB, the Town and the Grantor dated as of the hereof, notice of which is recorded with the Barnstable Registry of Deeds prior hereto.
Income Certification:	A certification as to income executed by a Low-Income Tenant of the Project.
Low-Income Tenant:	The occupant(s) of a Unit whose income on admission to the Project, as computed in accordance with the rules and regulations governing the Low-Income Housing Tax Credit, does not exceed the Applicable Income Limit.
Low-Income Unit:	As defined in Section 5.2 below.
Low-Income Tenant Rental Period:	As defined in Section 7.1~~7.1~~ ~~12.1~~ below.
Property:	The land situated at the Property Address as more particularly described on Exhibit A attached hereto. For Grantor's title see the notice of ground lease recorded with the Barnstable County Registry of Deeds.
Property Address:	Before completion of construction: 22 Highland Road, Truro, Massachusetts; after completion of construction: 1-22 Cloverleaf Trail, Truro, Massachusetts.
Rent Restricted:	The Gross Rent to be charged for a Low-Income Unit which does not exceed thirty percent (30%) of the Applicable Income Limit.
Sponsor:	Community Housing Resource, Inc.
State:	The Commonwealth of Massachusetts.

Unit: A housing unit in the Project.

Any term not defined in this Restriction shall have the same meaning as terms defined in Section 42 of the Code and the Treasury regulations promulgated thereunder or under the Massachusetts Act and 760 CMR 54.00 et seq. promulgated thereunder (the "State Regulations").

SECTION 3. RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

3.1 Upon execution, the Grantor shall cause this Restriction and all amendments hereto to be recorded with the Barnstable County Registry of Deeds and shall pay all fees and charges incurred in connection therewith. Upon recording, the Grantor shall immediately transmit to EOHLC evidence of the recording including the date and instrument number or book and page numbers. The Grantor agrees that EOHLC will not issue the Internal Revenue Service Form 8609 constituting final allocation of the Low-Income Housing Tax Credit or a Massachusetts Eligibility Statement constituting final allocation of the State Credit unless and until EOHLC has received a certified copy of the recorded Restriction.

3.2 The Grantor intends, declares and covenants, on behalf of itself and all future owners and operators of the Property during the Low-Income Tenant Rental Period, that this Restriction and the covenants and restrictions set forth in this Restriction regulating and restricting the use, occupancy and transfer of the Property and the Project (i) shall be and are covenants running with the Property, encumbering the Property for the Low-Income Tenant Rental Period, binding upon the Grantor's successors in title and all subsequent owners and operators of the Project, (ii) are not merely personal covenants of the Grantor, and (iii) shall bind the Grantor (and the benefits shall inure to EOHLC and any past, present or prospective tenant of the Project) and its respective successors and assigns during the Low-Income Tenant Rental Period. The restrictions contained herein are intended to be construed as an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, and which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the full Low-Income Tenant Rental Period. The Grantor hereby agrees that any and all requirements of the laws of The Commonwealth of Massachusetts to be satisfied in order for the provisions of this Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements of privity of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to ensure that these restrictions run with the land. For the longer of the period the Low-Income Housing Tax Credit is claimed or the Low-Income Tenant Rental Period, each and every contract, deed or other instrument hereafter executed conveying the Project or portion thereof shall expressly provide that such conveyance is subject to this Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Project or portion thereof provides that such conveyance is subject to this Restriction.

SECTION 4. REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE GRANTOR

The Grantor hereby represents, covenants and warrants to EOHLC as follows:

4.1 The Grantor (i) is a limited liability company and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Restriction.

4.2 The execution and performance of this Restriction by the Grantor (i) will not violate or, as applicable, have not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, have not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Grantor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

4.3 The Grantor will, at the time of execution and delivery of this Restriction, have good and marketable leasehold title to the Project, including the Property, free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Restriction, any loan documents relating to the Project the general terms of which are approved by EOHLC, or other permitted encumbrances).

4.4 There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Grantor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Restriction) or would materially adversely affect its financial condition.

4.5 The Project constitutes or will constitute a qualified low-income building or qualified project, as applicable, as defined in Section 42 of the Code and Applicable Regulations (as defined below).

4.6 Each Unit contains complete facilities for living, sleeping, eating, cooking and sanitation (unless the Project qualifies as a single-room occupancy project).

4.7 During the Low-Income Tenant Rental Period, all Low-Income Units shall be Rent Restricted and shall be leased, rented or made available to members of the general public who qualify as Low-Income Tenants (or otherwise qualify for occupancy of the Low-Income Units as set forth in Section 5.4 hereof) under the applicable election specified in Section 42(g) of the Code and as set forth in Section 5.1 of this Restriction. During the Low-Income Tenant Rental Period, the Gross Rent for a Low-Income Unit, other than at turnover, shall not be increased more often than once a year and no notice of change in rent to be charged for Low-Income Units shall be given prior to providing the affected tenants with a thirty (30) day opportunity to comment on the increase. The Grantor shall provide, on a form and in a manner acceptable to EOHLC, an annual notification to each Low-Income Tenant indicating the manner in which the Gross Rents for Low-Income Units are determined.

4.8 The Grantor shall insure that all Low-Income Units shall be of comparable quality to other Units or if not comparable, the excess cost of the other Units shall not exceed the percentage set forth in Section 42(d)(3) of the Code and the Grantor will file the election provided for therein. The Low-Income Units shall be, to the extent possible, dispersed evenly throughout the Project.

4.9 During the Low-Income Tenant Rental Period, each Low-Income Unit is and will remain suitable for occupancy and in compliance with all local health, safety and building codes.

4.10 The Grantor shall not discriminate on the basis of race, religious creed, color, sex, age, marital status, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), gender identity, genetic information, veteran status, membership in the armed forces, ancestry, national origin, handicap, blindness, hearing impairment, or because a person possesses a trained guide dog as a consequence of blindness, hearing impairment or other handicap of such person or any other basis prohibited by law in the lease, use, occupancy and marketing of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. Without limiting the foregoing, the Grantor is expressly prohibited from refusing to lease to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.

4.11 Prior to occupancy of any Unit or the undertaking of any marketing activities with respect to the Project, the Grantor shall adopt and implement (i) an affirmative fair housing marketing plan for all Units and (ii) a tenant selection plan for the Low-Income Units, in both cases consistent with any standards and guidelines adopted by EOHLC as then in effect and all applicable laws. Both the affirmative fair marketing and tenant selection plans shall be subject to review by EOHLC, at EOHLC's request from time to time during the Low-Income Tenant Rental Period. The affirmative fair housing marketing plan shall require the Grantor to create a listing for all Low-Income Units with the Housing Navigator (www.housingnavigatorma.org), which listing shall be updated and confirmed prior to holding a tenant-selection lottery for the Low-Income Units and shall thereafter be updated at least annually or more frequently if appropriate in EOHLC's opinion (e.g. in connection with the re-opening of any waiting list for Low-Income Units). The affirmative fair housing marketing plan shall also require the Grantor to notify the Housing Navigator when waiting lists for Low-Income Units open and close and whenever there is a Low-Income Unit available on a first come, first served basis.

4.12 The Grantor shall enter into a lease with each tenant of a Low-Income Unit (other than Units that qualify as single-room occupancy units) which shall be for a minimum period of one (1) year and which shall provide that no tenant of a Low-Income Unit shall be evicted during the Low-Income Tenant Rental Period for any reason other than a substantial breach of a material provision of such lease. Without limiting the foregoing, the lease shall comply in all respects with applicable state, local, and federal law and the terms and conditions of this Restriction.

4.13 The Grantor may not sell, transfer or exchange less than all of the Project during the Low-Income Tenant Rental Period. The Grantor shall not sell, transfer, convey, rent (except for residential leases or occupancy agreements conforming to the occupancy requirements hereof), encumber as security for financing, or in any other way exchange all or any portion of the Property nor shall the Grantor permit the sale, transfer or pledge of any direct or indirect interests in the

Grantor, without the express written permission of EOHLC. Notwithstanding the foregoing: (i) the investor member interest of Grantor held by MCI Cloverleaf, LLC (the "Investor") may be transferred to an entity in which the Investor or an affiliate of the Investor is the general partner or managing member, provided that EOHLC receives notice of such transfer and (ii) the Grantor's investor member may remove and replace the manager of the Grantor in accordance with the provisions of the Grantor's operating agreement upon the consent of EOHLC, which consent will not be unreasonably withheld, conditioned or delayed. In connection with any transfer requiring the consent of EOHLC, the Grantor shall provide such information to EOHLC as EOHLC may reasonably request, shall pay a fee to EOHLC pursuant to EOHLC's then-current fee schedule and shall pay all legal fees incurred by EOHLC in connection with such transfer request. The Grantor agrees that EOHLC may void any sale, transfer or exchange of the Project if the buyer or successor or other person fails to assume in writing the requirements of this Restriction and the requirements of Section 42 of the Code.

4.14 The Grantor shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any Unit for any purpose other than rental housing during the Low-Income Tenant Rental Period unless required by law.

4.15 If the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Grantor (subject to the approval of the lenders that have provided the financing) will use commercially reasonable efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Restriction.

4.16 The Grantor has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Restriction are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

4.17 The Grantor has obtained the consent of all current holders of existing mortgages on the Project to this Restriction either (i) in the form attached hereto as Exhibit B or (ii) pursuant to an intercreditor or subordination agreement dated on or about the date hereof providing for consent by all holders of existing mortgages on substantially the same terms as set forth in Exhibit B.

4.18 If the Project has received a Low-Income Housing Tax Credit allocation as a special needs project, the Grantor will maintain special needs services throughout the Low-Income Tenant Rental Period as represented in the Grantor's EOHLC approved service plan which is incorporated herein.

Grantor shall indemnify and hold harmless EOHLC from and against all liabilities, damages, losses, obligations, penalties, claims, demands, actions, costs and expenses (including without limitation attorneys and expert fees and costs) of any kind or nature directly or indirectly resulting from the breach of any of the foregoing representations, warranties or covenants or of any of the covenants contained elsewhere in this Restriction, including, without limitation, costs of defending or settling any claim arising therefrom against EOHLC.

SECTION 5. OCCUPANCY RESTRICTIONS

5.1 No later than the end of the first year of the Compliance Period and continuing throughout the Low-Income Tenant Rental Period and in order to satisfy the requirements of Section 42 of the Code, other applicable requirements and the representations made in the Application, no less than the Applicable Fraction of the Units in the Project shall be both rent-restricted and occupied by Low-Income Tenants.

5.2 The applicable fraction (as defined in Section 42(c)(1) of the Code), for each taxable year during the Low-Income Tenant Rental Period, will not be less than the Applicable Fraction. Initially, Low-Income Tenants shall occupy 36 units ("Low-Income Units"): 1 of which shall be three-bedroom units; 13 of which shall be two-bedroom units; and 22 of which shall be one-bedroom units. No less than 6 of the Low-Income Units shall be occupied by Low-Income Tenants whose income is 30% or less of the Area Median Income. As of the date hereof, the Project has or is expected to have the benefit of a contract for 8 project-based vouchers under Section 8 of the United States Housing Act of 1937, as amended (the "Section 8 Contract"), 8 project-based vouchers under the Massachusetts Rental Voucher Program (the "MRVP Contract") and 3 [project-based vouchers under the Massachusetts Alternative Housing Voucher Program] (the "AHVP Program" and, collectively with the Section 8 Contract and the MRVP Contract, the "Rental Subsidy Contracts"). If during the Low-Income Tenant Rental Period any of the Rental Subsidy Contracts is not renewed at the end of its term or is terminated or otherwise is no longer in full force and effect, EOHLC will consider a request by the Grantor to reduce the number of Low-Income Units required to be occupied by Low-Income Tenants whose income is 30% or less of the Area Median Income. A decision by EOHLC on such a request shall take into consideration the financial viability of the Project and shall be made in the sole reasonable discretion of EOHLC.

5.3 As a condition to occupancy, each person who is intended to be a Low-Income Tenant shall be required to sign and deliver to the Grantor an Income Certification using a form, acceptable to EOHLC, adopted for such use by the Grantor which meets the requirements of the Code and the Treasury regulations promulgated thereunder. The determination of whether a tenant meets the definition of a Low-Income Tenant shall be made by the Grantor at least annually on the basis of the current income of such tenant.

5.4 Subject to the next succeeding sentence, any Unit occupied by an individual or family who is a Low-Income Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Low-Income Tenant regardless of increases in such Low-Income Tenant's income so long as such Unit (the "Over-Income Unit") continues to be rent-restricted. Notwithstanding the foregoing, if a Low-Income Tenant's income increases above 140% of the Applicable Income Limit set forth in Section 5.2 above, such tenant shall no longer be considered a Low Income Tenant if the next available Unit of comparable or smaller size is rented to a tenant who is not a Low-Income Tenant.

SECTION 6. CONVERSION RESTRICTIONS

The following conversion restrictions are applicable to the Project:

6.1 No tenant in the Project shall be evicted due to conversion to condominium or cooperative form of ownership unless and until said tenant has received the rights and benefits as set forth in Chapter 527 of the Acts of the Commonwealth of Massachusetts of 1983, as amended, or any successor act, as then currently in effect (the "Conversion Act") (notwithstanding any exemption provided in the third paragraph of Section 2 of the Conversion Act to the city or town in which the Project is located) and any applicable local laws and ordinances.

6.2 No tenant of a Low-Income Unit shall be evicted due to conversion to condominium or cooperative form of ownership nor shall a Low-Income Unit be converted to conventional rental housing (which shall mean housing having an annual rental greater than that permitted for Low-Income Units under the Low-Income Housing Tax Credit rules and regulations) unless and until the following restrictions have been met and completed with respect to such Unit:

(a) the tenant of a Low-Income Unit so affected shall be given prior written notice of intent to convert to condominium or cooperative form of ownership or to convert to conventional rental housing (the "Notice Period") of at least four (4) years, such Notice Period beginning on a date no sooner than four years prior to the expiration of the Low-Income Tenant Rental Period. Once such notice of intent to convert is provided to a tenant, in the event such tenant later vacates the Unit, the new tenant is entitled to receive notice under this subsection for a period equal to the remaining time pursuant to the original notice of intent to convert. The notice of intent shall include notice of the tenant's rights and notice of the right of first refusal provided in paragraph (d) of this Section 6.2; the notice of intent shall also inform tenants that EOHLC should be notified if the Grantor is not fulfilling its obligations under this Restriction; only tenants occupying Low-Income Units within the Project shall be entitled to receive the additional rights enumerated in this paragraph; EOHLC shall be provided with a copy of the notice for review and approval before such notice is sent to the Low-Income Tenant;

(b) the Grantor shall give EOHLC six months' notice of its intent to convert a Project to condominiums or cooperatives; at the end of the conversion of the market rate Units to condominiums or cooperatives, the Grantor shall certify to EOHLC its compliance with the conversion terms of this Restriction;

(c) every Low-Income Tenant given, or entitled to be given, the notice of intent shall receive an extension of their lease or rental agreement, with substantially the same terms, subject to permissible rental increases, during the Notice Period;

(d) in the event the Grantor intends to convert the Project to a condominium or cooperative form of ownership, not later than two (2) years prior to the expiration of the Notice Period, an affected Low-Income Tenant shall receive a right of first refusal for purchase of such tenant's Unit which right shall last for a period of not less than six (6) months; such right of first refusal shall be accompanied by a copy of the purchase and sale agreement for the Unit; during this period, the Unit shall be offered to the tenant at a discount of at least ten percent (10%) from the offering price for the Unit; if the tenant of an affected Unit chooses not to purchase the Unit, the Unit shall be offered for purchase to EOHLC or its designee for an additional period of at least ninety (90) days at the same price the Unit was offered to the tenant;

(e) all tenants given, or entitled to be given the notice of intent who are unable or choose not to exercise their right to purchase or to remain and to pay the conventional rental shall be entitled to relocation benefits in accordance with the Conversion Act.

SECTION 7. TERM OF AGREEMENT.

7.1 This Restriction and the restrictions set forth herein shall commence with the first day of the Compliance Period and shall extend through the date ending a period of an additional 25 years after the close of the Compliance Period (the "Low-Income Tenant Rental Period"). This term will be determined in accordance with the Code for each building in the Project. EOHLC and the Grantor expressly acknowledge and agree that the Low-Income Tenant Rental Period covers and is in compliance with the requirement under the Massachusetts Act that a regulatory agreement for the State Credit be for a term not less than thirty (30) years from the expiration date of the Compliance Period. Except as hereinafter provided, this Restriction and the restrictions set forth herein shall not terminate or expire any earlier than the end of the Low-Income Tenant Rental Period. The Grantor has waived all rights to request or obtain at any time a Qualified Contract for the Project under Section 42 of the Code

7.2 Notwithstanding Section 7.1~~12.1~~ above and except as provided in Section 7.3~~12.3~~ below, this Restriction and the restrictions set forth herein shall terminate on the date the Project is acquired by foreclosure or instrument in lieu of foreclosure unless the Secretary of the United States Treasury or his or her designee determines that such acquisition is part of an arrangement with the Grantor, a purpose of which is to terminate this Restriction and the restrictions set forth herein. EOHLC hereby agrees to execute any and all documents necessary to evidence the foregoing termination.

7.3 The tenant protections set forth in Section 42(h)(6)(E)(ii) of the Code shall survive for a period of three (3) years following a termination pursuant to Section7.2~~12.2~~ above and for such three-year period such tenant protections shall be binding upon any holder of a mortgage on the Project, or any successor or assign of such holder, who succeeds to all or any part of the Grantor's interest in, or otherwise acquires title to, the Project.

7.4 Notwithstanding Sections 7.1 and 7.2 above, this Restriction shall not terminate and shall remain in full force and effect to enable EOHLC, and any other person with the right to enforce this Restriction pursuant to Section 9.6 of this Restriction, to enforce and/or monitor under Section 9 any remaining obligations under Section 7.3~~12.3~~ above, and the Conversion Restrictions set forth in Section 6 above provided, however, in the event this Restriction has terminated pursuant to Section 7.2 above, it shall be assumed for purpose of giving notice pursuant to Section 6 that the Low-Income Rental Period has ended.

SECTION 8. CERTIFICATIONS

8.1 On the date of execution and delivery of this Restriction, the Grantor shall deliver to EOHLC the following certifications or documents:

(a) Evidence of transfer of ownership of the Project to the Grantor;

(b) For projects requiring a waiver of the ten year holding requirement in order to obtain a credit for the acquisition of an existing building, a copy of the waiver obtained from the Internal Revenue Service;

(c) Opinion of Grantor's Counsel as to Grantor's organization, execution, delivery and enforceability of Restriction; and organizational documents for the Grantor and Grantor's manager or general partner, if any, as follows:

(i) if a limited partnership, a copy of the partnership agreement; and two separate long form certificates of legal existence (identifying general partners and any amendments) from the Massachusetts Secretary of State;

(ii) if a corporation, a clerk's certificate with vote, certified articles of incorporation and by-laws and certificate of legal existence from the state of incorporation;

(iii) if a trust, a copy of the Declaration of Trust, a Trustee's Certificate and Direction of Beneficiaries;

(iv) if a limited liability company, a copy of the operating agreement; and a certificate of good standing from the Massachusetts Secretary of State; and

(v) any additional organizational documents as EOHLC deems appropriate;

(d) Original certification from the Grantor of the full extent of all federal, State and local subsidies which apply (or which the Grantor expects to apply) with respect to the Project;

(e) Original Release and Indemnification Agreement agreeing to release and indemnify EOHLC from any claim, loss, demand or judgment as a result of the allocation of Low-Income Housing Tax Credit to the Project or the recapture of the Low-Income Housing Tax Credit by the Internal Revenue Service;

(f) Original certification from the Grantor pursuant to Massachusetts General Laws Chapter 62C Section 49A that the Grantor has complied with all laws of the Commonwealth related to taxes;

(g) Any and all other documents required by Section 42 of the Code or the applicable Treasury Regulations and any documents that EOHLC may require.

8.2 The Grantor shall deliver to EOHLC the following certifications or documents no later than the date for submission of the audited certification of costs pursuant to Section 11.1 below.

(a) Audited certification of costs, an audited schedule of sources (including rental and/or operating subsidies) and uses (including reserves), and an audited schedule of low-income housing tax credit eligible basis as well as any supplementary schedules required by EOHLC in the format provided by EOHLC;

(b) Original certification from the Grantor as to the actual date the Project is "placed in service" as that term is defined in the regulations or notices promulgated under Section 42 of the Code;

(c) Certificate(s) of occupancy from the municipality or other governmental authority having jurisdiction; and

(d) Original certification from the Project's Architect that the Project is in compliance with all applicable federal and state statutes and regulations in regard to the operation of adaptable and accessible housing for the disabled.

SECTION 9. MONITORING AND ENFORCEMENT

9.1 The Grantor agrees to comply with any monitoring plan, guidelines, procedures, or requirements as may be adopted or amended from time to time by EOHLC in accordance with requirements of the Code or regulations promulgated thereunder by the U.S. Department of the Treasury, Internal Revenue Service (the "Federal Regulations") and the requirements of the Massachusetts Act and the State Regulations or in order to monitor compliance with the provisions of this Restriction. The Federal Regulations and the State Regulations are collectively referred to as the "Applicable Regulations".

9.2 The Grantor covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of Section 42 of the Code, the Massachusetts Act and Applicable Regulations or this Restriction. Moreover, Grantor covenants to take any lawful action (including amendment of this Restriction as may be necessary, in the opinion of EOHLC) to comply fully with the Code, the Massachusetts Act, the State Regulations and all applicable regulations, rules, rulings, policies, procedures, or other official statements promulgated or proposed by the United States Department of the Treasury, Internal Revenue Service, from time to time pertaining to Grantor's obligations under Section 42 of the Code.

9.3 The Grantor will permit, during normal business hours and upon reasonable notice, any duly authorized representative of EOHLC (or its authorized delegate) to inspect any books and records of the Grantor regarding the Project that pertain to compliance with the Code, the Massachusetts Act, Applicable Regulations, and this Restriction. The Grantor further agrees to cooperate with any on-site inspection of the Project by EOHLC (or its authorized delegate) during normal business hours and upon reasonable notice.

9.4 The Grantor will take any and all actions reasonably necessary and required by EOHLC to substantiate the Grantor's compliance under the Code, the Massachusetts Act, Applicable Regulations, and this Restriction. The Grantor shall at least annually (or more frequently as required by EOHLC) submit to EOHLC a certification concerning program compliance in such form, including such documentation, and within such timeframe, as may be required by EOHLC pursuant to any monitoring plan, guidelines, or procedure adopted or amended by EOHLC. At EOHLC's request, the Grantor will submit any other information, documents, forms or certifications which EOHLC deems reasonably necessary to substantiate the Grantor's continuing compliance with the Code, the Massachusetts Act, Applicable Regulations, and this Restriction.

9.5 The Grantor covenants and agrees to inform EOHLC by written notice of any violation of the Grantor's obligations hereunder within seven (7) business days of first discovering such violation. In accordance with the provisions of any monitoring plan, guidelines, or procedures as

then may be in effect, EOHLC covenants and agrees to inform the Grantor by written notice of any violation of the Grantor's obligations hereunder and to provide the Grantor a period of time in which to correct such violation. If any violation is not corrected to the satisfaction of EOHLC within the period of time specified by EOHLC in a notice, or within such further time as EOHLC determines is necessary to correct the violation, but not to exceed any time limitation set by Applicable Regulations, then without further notice, EOHLC may declare a default under this Restriction effective on the date of such declaration of default, and EOHLC may apply to any court, state or federal, for specific performance of this Restriction, or any other remedies at law or in equity, or take any other action as may be necessary or desirable to correct noncompliance with this Restriction. The foregoing is not intended to limit in any way EOHLC's obligation to notify the Internal Revenue Service or the Massachusetts Department of Revenue, pursuant to Applicable Regulations, of a noncompliance on the part of the Grantor.

9.6 The Grantor acknowledges that the primary purpose for requiring compliance by the Grantor with the restrictions provided in this Restriction is to assure compliance of the Project and the Grantor with Section 42 of the Code, the Massachusetts Act and the Applicable Regulations, and by reason thereof, the Grantor in consideration for receiving Low-Income Housing Tax Credits for this Project hereby agrees and consents that EOHLC and any individual who meets the income limitation applicable under Section 42 of the Code, the Massachusetts Act (whether a prospective, present or former occupant or the Town of Truro) shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Grantor of its obligations under this Restriction in a court of competent jurisdiction. The Grantor hereby further specifically acknowledges that the beneficiaries of the Grantor's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Restriction, the Grantor shall reimburse EOHLC for all costs and attorneys' fees incurred associated with such breach.

9.7 The Grantor hereby agrees that the representations and covenants set forth herein may be relied upon by EOHLC and all persons interested in Project compliance under Section 42, the Massachusetts Act and the Applicable Regulations.

9.8 Notwithstanding anything in this Restriction to the contrary, in the event that the Grantor fails to comply fully with the covenants and agreements contained herein or with the Code, the Massachusetts Act, all Applicable Regulations, rules, rulings, policies, procedures, or other official statements promulgated by the Department of the Treasury, the Internal Revenue Service, the Massachusetts Department of Revenue or EOHLC from time to time pertaining to the obligations of the Grantor as set forth therein or herein, EOHLC may, in addition to all of the remedies provided by law or in equity, report such noncompliance to the Internal Revenue Service and/or to the Massachusetts Department of Revenue which could result in penalties and/or re-capture of federal and/or state tax credit.

9.9 The Grantor agrees to pay an annual monitoring fee in such amount and by such method as may be selected by EOHLC pursuant to the applicable provisions set forth in the Allocation Plan, as such provisions may be amended or superseded in a subsequent year’s Allocation Plan. EOHLC reserves the right to charge a reasonable monitoring fee to perform compliance monitoring

functions after the completion of the Compliance Period for the remainder of the Low-Income Tenant Rental Period.

9.10 EOHLC expressly reserves the right to continue monitoring, during the Low-Income Tenant Rental Period, for compliance with the provisions of this Restriction beyond any timeframe provided for monitoring in the Code, the Massachusetts Act or Applicable Regulations.

9.11 During the Compliance Period, the Grantor will retain records in accordance with the requirements of the Applicable Regulations, EOHLC monitoring plan and/or guidelines. After the end of the Compliance Period, the Grantor will retain records adequate to demonstrate compliance with the terms and conditions of this Restriction, including, but not necessarily limited to, income and rent records pertaining to tenants.

SECTION 10. ANNUAL DATA COLLECTION

10.1 Annually, no later than September 30, the Grantor shall submit to EOHLC, via the web-based annual reporting system, an annual report consisting of the following in a form approved by EOHLC and containing such supporting documentation as EOHLC shall reasonably require:

(a) Annual adjusted income of each Family occupying a Low-Income Unit;

(b) Monthly gross rents (rents plus utility allowances, if applicable) for all Low-Income Units, such rents to be consistent with the schedule of maximum rents published annually by EOHLC;

(c) Data required by EOHLC regulations at 760 CMR 61.00, promulgated pursuant to Chapter 334 of the Acts of 2006 and all applicable EOHLC directives, guidelines and forms as may be amended from time to time. The Grantor shall collect said data for the express purpose of reporting to EOHLC, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms; and

(d) Rental assistance data on all existing residents of Low-Income Units.

10.2 EOHLC and the Grantor shall treat as confidential any of the foregoing information relating to a specific resident or Unit in compliance with all applicable state and federal statutes and regulations, including M.G.L. c. 66A, and shall implement adequate systems and procedures for maintaining the confidentiality of such information (but EOHLC and the Grantor may release general statistical and other information about the Project, so long as the privacy rights and interests of the individual residents are protected). EOHLC and the Grantor shall not use any of the foregoing information in Section ___ for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause EOHLC or the Grantor to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

10.3 The Grantor shall prepare and submit to EOHLC such additional reports as EOHLC may deem necessary to ensure compliance with the requirements of this Restriction and of the Low-Income Housing Tax Credit, including such tenant-level data as required pursuant to the Housing and Economic Recovery Act of 2008 (Public Law 110-289).

10.4 The Grantor shall maintain as part of its records (i) copies of all leases of Low-Income Units; (ii) all initial and annual income certifications by residents of Low-Income Units and (iii) such additional records as EOHLC may deem necessary to ensure compliance with the requirements of this Restriction and of the Low-Income Housing Tax Credit.

SECTION 11. TAX CREDIT ALLOCATION

11.1 The Grantor shall deliver to EOHLC an audited certification of costs, an audited schedule of sources (including rental and/or operating subsidies) and uses (including reserves), and an audited schedule of low-income housing tax credit eligible basis as well as any supplementary schedules required by EOHLC in the format provided by EOHLC as required by Section ___ of this Restriction at least 30 days prior to Grantor's request to EOHLC for issuance of Internal Revenue Service Form 8609 constituting final allocation of the Low-Income Housing Tax Credit and a Massachusetts Eligibility Statement constituting final allocation of the State Credit. EOHLC will thereafter notify the Grantor of EOHLC's final determination of the Low-Income Housing Tax Credit allocation for the Project, which will be the minimum amount of Low-Income Housing Tax Credit necessary for the financial feasibility of the Project and its viability as a qualified low-income housing project throughout the credit period. Such final determination will be specified in the Form(s) 8609 to be issued by EOHLC for the Project.

SECTION 12. MISCELLANEOUS

12.1 The invalidity of any clause, part or provision of this Restriction shall not affect the validity of the remaining portions thereof.

12.2 All notices to be given pursuant to this Restriction shall be in writing and shall be deemed to have been properly given if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth below, or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by any of the foregoing methods shall be deemed given upon documented receipt or refusal.

If to EOHLC: Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
ATTENTION: Tax Credit Program Director

With a Copy to: Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
ATTENTION: Chief Counsel

If to Grantor: Cloverleaf Truro LLC
c/o Community Housing Resources, Inc.
36 Conwell Street

Commented [KM1]: Confirm

EOHLC shall use reasonable efforts to send courtesy copies of all notices sent to the Grantor to the Grantor's investor at the address set forth below, provided that any failure to send such a courtesy copy shall not affect the validity of any notice:

MCI Province Post, LLC
410 Monon Boulevard, 2nd Floor
Carmel, 46032
Attention: Asset Management

With a copy to:

Nixon Peabody LLP
53 State Street
Boston, Massachusetts 02109
Attention: John M. Marti, Esq.

Commented [KM2]: Confirm this

EOHLC and the Grantor, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

12.3 This Restriction may not be amended without the express written consent of EOHLC and the Grantor. The Grantor agrees that it will take all actions necessary to effect amendment of this Restriction as may be necessary to comply with the Code and all applicable rules, regulations, policies, procedures, rulings or other official statements pertaining to the Low-Income Housing Tax Credit.

12.4 This Restriction shall be governed by the laws of The Commonwealth of Massachusetts and, where applicable, the laws of the United States of America.

12.5 The obligations of the Grantor as set forth herein shall survive the allocation of the Low-Income Housing Tax Credit and shall not be deemed to terminate or merge with the awarding of the allocation.

12.6 The Chapter 40B Rider attached hereto is incorporated herein by reference, the same as if it was fully set forth herein.

12.7 Prior to initial tenant selection for Low-Income Units, and thereafter whenever there is a vacancy in a Low-Income Unit, the Grantor shall list such Unit(s) with (i) the MassAccess accessible housing registry maintained by the Citizens' Housing and Planning Association (http://www.massaccesshousingregistry.org) and (ii) the Housing Navigator (http://www.housingnavigatorma.org).

SECTION 13. GROUND LEASE

13.1 The Grantor is the tenant under the Ground Lease of the Property from the Ground Lessor as landlord and fee owner.

13.2 On the date of execution and delivery of this Restriction, the Grantor shall deliver to EOHLC a true and complete copy of the Ground Lease and the Notice of Ground Lease, together with all amendments thereto, and any other documents relating thereto as EOHLC shall deem appropriate.

13.3 [consider other standard language for Town Ground Lessor's benefit]

[SIGNATURES APPEAR ON FOLLOWING PAGE]

THE COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES

By: _____

Catherine Racer
Undersecretary
Office of Housing Development

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Catherine Racer, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as Undersecretary, Office of Housing Development, of the Executive Office of Housing and Livable Communities of The Commonwealth of Massachusetts, for its stated purpose as the voluntary act of the Executive Office of Housing and Livable Communities of The Commonwealth of Massachusetts.

_____

Notary Public

My commission expires:

CLOVERLEAF TRURO LLC, a Massachusetts limited liability company

By: CLOVERLEAF TRURO MM LLC, its Managing Member

By: _____
Name: _____
Its: Authorized Agent

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as Authorized Agent of Cloverleaf Truro MM LLC, the managing member of Cloverleaf Truro LLC, for its stated purpose as the voluntary act of Cloverleaf Truro LLC.

_____
Notary Public
My commission expires:

EXHIBITS

A. Legal Description of Property
B. Form of Prior Recorded Lienholder Consent

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B: FORM OF PRIOR RECORDED LIENHOLDER CONSENT

PRIOR RECORDED LIENHOLDER CONSENT

Pursuant to the provision of that certain [Mortgage and Security Agreement] dated _____, 202__, between _____ (with its successors and assigns, the "Lender") and Cloverleaf Truro LLC (the "Grantor"), recorded with the Barnstable Registry of Deeds, the Lender hereby consents to the recording in the Registry of that certain Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants, dated as of _____, 202__ by and between the Grantor and The Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities (the "Restriction"). Capitalized terms used herein and not otherwise defined have the meanings set forth in the Restriction.

For good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Lender agrees that if Lender or any successor or assign of Lender ever succeeds to, or acquires, all or any part of the Grantor's interest in the Project, Lender and any successor or assign of Lender shall be bound by the terms and provisions of Section 7.3~~12.3~~ of the Restriction, which requires pursuant to Section 42(h)(6)(E)(ii) of the Internal Revenue Code that during the three-year period following any termination of the Restriction as a result of the Lender or any successor or assign of Lender succeeding to or acquiring such interest by foreclosure or deed in lieu of foreclosure, Lender and its successors and assigns shall not evict or terminate the tenancy (other than for good cause) of an existing tenant of any Low-Income Unit in the Project nor increase the gross rent with respect to any such Unit unless otherwise permitted under Section 42 of the Code.

Executed under seal as of the _____ day of _____ 202__.

_____
By: _____
Type Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____ 202__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as _____ of _____, for its stated purpose as the voluntary act of _____.

_____
Notary Public
My commission expires:

CHAPTER 40B RIDER TO TAX CREDIT REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this "Rider")

GRANTOR: Cloverleaf Truro LLC

PROPERTY NAME: Cloverleaf

TOTAL NUMBER OF COMPREHENSIVE PERMIT UNITS: 1[1]

TENANT INCOME STANDARD: [MODERATE INCOME UNITS (80% AMI)]

GRANTOR'S EQUITY: _____

(subject to adjustment per Section 9.J below)

PROPERTY ADDRESS: Before completion of construction: 22 Highland Road; after completion of construction: 1-22 Cloverleaf Trail, Truro, Massachusetts

Commented [KM3]: CHR/TCB to fill in

BACKGROUND:

A. The Property is subject to and has the benefit of a comprehensive permit, issued by the Town of Truro, acting by and through its Zoning Board of Appeals (the "Municipality") pursuant to M.G.L. c. 40B, §§ 20-23 (the "Act") and recorded with the Barnstable Registry of Deeds in Book 36669, Page 1, as amended by Amendments to Comprehensive Permit dated January 31, 2024 recorded in Book 36669, Page 33, as further amended by Second Amendments to Comprehensive Permit dated [July 1], 2024 recorded in Book 36669, Page 38 (as amended, the "Comprehensive Permit").

B. The Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities (the "Subsidizing Agency") is a subsidizing agency under the Act and has agreed to provide to the Grantor a portion of the financing for the Project pursuant to the Low-Income Housing Tax Credit Program (the "Subsidy") and, in connection therewith, the Grantor has entered into that certain Tax Credit Regulatory Agreement and Declaration Of Restrictive Covenants to which this Rider is attached (the "Restriction").

C. The Grantor has agreed to enter into this Rider imposing covenants running with the Property as a condition of the Comprehensive Permit, for the purposes of providing for the monitoring and enforcement of the limited dividend requirement, the affordable housing restrictions and the affirmative marketing requirements for the Rider Term (as defined below).

D. This Rider shall serve as a use restriction as required by the Comprehensive Permit Rules (as defined below) and the Comprehensive Permit, noting that the Comprehensive Permit contains more restrictive affordability requirements than the Comprehensive Permit Rules.

RESTRICTIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants as follows:

1. Definitions. Capitalized terms used in this Rider are defined herein, in Section 9.A below and in Section 2 of the Restriction.

A. AFHM Plan: The Affirmative Fair Housing Marketing and Resident Selection Plan prepared by the Grantor in accordance with the Comprehensive Permit Rules and approved by the Subsidizing Agency, with such changes thereto that may be approved by the Subsidizing Agency, as further set forth in Section 6.

B. Annual Monitoring Fee: As defined in Section 11.C.

C. Bedroom Adjusted AMI: The median income for the Area, with adjustments for the number of bedrooms in a particular Unit, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended. For purposes of adjustments for the number of bedrooms in a Unit, a Unit that does not have a separate bedroom is assumed to be occupied by one individual and a Unit with one or more separate bedrooms is deemed assumed to be occupied by 1.5 individuals for each bedroom (with the total number of individuals rounded up).

D. Comprehensive Permit Guidelines: The guidelines entitled "G.L. C.40B Comprehensive Permit Projects" promulgated by EOHLC, as in effect as of the date hereof and as they may be amended from time to time, relating to comprehensive permits under the Act.

E. Comprehensive Permit Rules: The Act, the regulations promulgated by EOHLC at 760 CMR 56.00 and the Comprehensive Permit Guidelines, all as in effect as of the date hereof and as they may be amended from time to time, relating to the issuance of comprehensive permits under the Act.

F. Comprehensive Permit Units: As defined in Section 2.A.

G. Cost Certification: The documents required to be submitted to and approved by the Subsidizing Agency in accordance with the Cost Certification Guidance to establish the Allowable Development Costs and Maximum Allowable Developer Fee, each as defined in Section 9.A. below.

H. Cost Certification Guidance: The document entitled "Preparation of Cost Certification for 40B Rental Developments: Inter-Agency 40B Rental Cost Certification Guidance for Owners, Certified Public Accountants and Municipalities" dated as of May 15, 2013 which shall govern the Cost Certification and limited dividend requirements for the Project pursuant to the Comprehensive Permit Rules, as it may be amended from time to time. A copy of the Cost Certification Guidance is available from the Subsidizing Agency.

I. CPI-U: The Consumer Price Index for Urban Consumers, further distinguished as the index for "Selected Areas, Northeast-Urban, Size A" published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the Subsidizing Agency appropriately adjusted.

J. EOHLC: The Executive Office of Housing and Livable Communities of The Commonwealth of Massachusetts and any successor agency thereto.

K. Event of Default: A default in the observance of any covenant under this Rider or under any Subsidy Document existing after the expiration of any applicable notice and cure periods.

L. Family: As defined in 24 C.F.R. §5.403 (or any successor regulation).

M. Family-size Adjusted AMI: The median income for the Area, adjusted for family size, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended.

N. Fee-Based Monitoring Period: The period commencing on the date that is 31 years and 9 months from the date of the Restriction, provided that if the Project is not completed within 21 months after the date of the Restriction for any reason and any holder of the Restriction recorded with the Barnstable County Registry of Deeds a certificate of extension certifying the length of the delay in completing the Project, the foregoing date shall automatically be extended by an amount of time equal to the length of such delay, and continuing until the expiration of the Rider Term (as defined below).

O. Fiscal Year: The fiscal year of the Grantor ending December 31.

P. Household Income: A Family's adjusted annual income determined in the manner set forth in 24 C.F.R. §5.609 (or any successor regulations).

Q. Housing Subsidy Program: Any state or federal housing subsidy program providing rental or other subsidy to the Project.

R. HUD: The United States Department of Housing and Urban Development.

S. Local Preference: As defined in Section 6.E.

T. Minimum Rider Term: The period commencing on the date of the Restriction and continuing until the Subsidy End Date or, if later, for 51 years and 9 months from the date of the Restriction, provided that if the Project is not completed within 21 months after the date of the Restriction for any reason and any holder of the Restriction recorded with the Barnstable Registry of Deeds a certificate of extension certifying the length of the delay in completing the Project, the Minimum Rider Term shall automatically be extended by an amount of time equal to the length of such delay.

U. Moderate Income Family: A Family whose Household Income is less than or equal to eighty percent (80%) of the Family-size Adjusted AMI.

V. Notice of Minimum Rider Term Expiration: A notice given by the Subsidizing Agency to the Chief Executive Officer of the Municipality setting forth the date on which the Minimum Rider Term expires or expired, which notice shall be given not more than twelve (12) months and not less than six (6) months prior to the expiration of the Minimum Rider Term, provided that the sole consequence of a failure to send such notice at least six (6) months prior to the expiration of the Minimum Rider Term shall be an extension of the Rider Term as set forth in the definition thereof.

W. Per Unit Fee: As defined in Section 11.C.

X. Project Lender: A holder of a Project Loan.

Y. Project Loan: A loan, other than a loan from a Grantor Party, to the Grantor that is secured by the Property, which loan has been approved by the Subsidizing Agency.

Z. Qualified Family: As defined in Section 2.A.

AA. Rider Term: The period commencing on the date the Restriction is recorded with the Barnstable Registry of Deeds and continuing for so long as the Project is maintained and occupied on the Property as contemplated by the Comprehensive Permit, provided that this Rider shall terminate as of the later of (i) the end of the Minimum Rider Term and (ii) the date six (6) months after the giving by the Subsidizing Agency of the Notice of Minimum Rider Term Expiration, unless the Municipality assumes the role of the Subsidizing Agency as provided in Section 15.A below.

BB. Subsidy Documents: All documents evidencing and securing the Subsidy entered into or to be entered into between Grantor and Subsidizing Agency (including, without limitation, this Rider, but only during the period that the Subsidy is outstanding). During the period that the Subsidy is outstanding, in the event of any conflict between the terms of the other Subsidy Documents and this Rider, the terms of the other Subsidy Documents shall control. The parties acknowledge and agree that this Rider may remain in effect during the Fee-Based Monitoring Period despite the occurrence of the Subsidy End Date, and at that time the Subsidizing Agency and Grantor shall no longer have the relationship of allocator and allocatee, but the Subsidizing Agency shall act solely in its capacity as the enforcer of this Rider pursuant to 760 CMR 56.05(13).

CC. Subsidy End Date: The date on which the Low-Income Tenant Rental Period under the Restriction ends.

DD. Unit: Any residential unit within the Project.

EE. Use Change: A change in the type or number of Units or a change in the use of Units for any purpose except residential dwellings or a change in the use of the Project from dwelling units and appurtenant uses, if any, permitted by the Comprehensive Permit.

2. Affordability Requirements. The following restrictions shall apply during the period commencing with the first date on which any Units are occupied and continuing for the balance of the Rider Term, subject always to any applicable rent restrictions of the federal low-income housing tax credit program under Section 42 of the Internal Revenue Code of 1986, as amended, and any provision herein that conflicts with the requirements of the federal low-income housing tax credit program shall be suspended so long as the restrictions under the federal low income housing tax credit program are in effect.

A. Comprehensive Permit Units. At least [twenty-five percent (25%)] of the Units shall be leased exclusively to Moderate Income Families ("Comprehensive Permit Units"). In fulfilling the foregoing requirement, the Grantor will accept referrals of prospective tenants from the public housing authority in the Municipality, and will not unreasonably refuse occupancy to any prospective tenants so referred who otherwise meet the requirements of the AFHM Plan. The monthly rent charged to a Family occupying a Comprehensive Permit Unit shall

not exceed an amount equal to (x) one-twelfth of thirty percent (30%) of eighty percent (80%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Subsidizing Agency for any utilities (excluding telephone, cable television and internet service) to be paid by the occupying Family. If any of the Comprehensive Permit Units are subsidized under any state or federal rental subsidy program, then the rent applicable to such Comprehensive Permit Units may equal that permitted by such rental subsidy program, provided that the share of rent paid by the Families occupying such Comprehensive Permit Units does not exceed the maximum annual rental expense as provided in this Rider. A Family who resides in a Comprehensive Permit Unit, who qualified as a Moderate Income Family at the time of such Family's initial occupancy at the Property shall continue to be treated as an income-qualified Family (a "Qualified Family") so long as such Family's Household Income does not exceed one hundred forty percent (140%) of eighty percent (80%) of the Family-size Adjusted AMI. If such Family's Household Income exceeds one hundred forty percent (140%) of eighty percent (80%) of the Family-size Adjusted AMI, such Family shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as a Qualified Family and must pay as monthly rent the Over-income Rent.

B. Next Available Unit Rule. If at any time fewer than the required number of Comprehensive Permit Units are leased, rented or occupied by Qualified Families (i.e. Families earning not more than one hundred forty percent (140%) of the qualifying income), the next available Units shall all be leased, rented or otherwise made available to Moderate Income Families until the required number of Comprehensive Permit Units occupied by Qualified Families is again obtained.

C. Conflicts. In the event of any conflict between the affordability provisions of this Rider and the affordability provisions of the Restriction or the Comprehensive Permit, the more restrictive provisions shall control.

3. Term of Limited Dividend Requirements. Notwithstanding anything to the contrary contained herein, any provision of this Rider relative to the limitation of the use or distribution of Operating Revenues, and any reporting or enforcement rights with respect thereto (including without limitation, the provisions of Section 9) (the "Limited Dividend Provisions") shall bind, and the benefits shall inure to, respectively, Grantor and Subsidizing Agency and their respective successors and assigns, only until the expiration of the Limited Dividend Term (if it is not perpetual) and the satisfaction of all obligations herein applicable during the Limited Dividend Term, upon which the Limited Dividend Provisions shall be of no further force and effect.

4. Priority of Rider. This Rider is senior to any and all mortgages encumbering the Property.

5. Subsidized Housing Inventory. It is the intent of Grantor and Subsidizing Agency that all of the Units shall be included in the Subsidized Housing Inventory maintained by EOHLC in accordance with current EOHLC policies and EOHLC regulations implementing the Act, but in no event shall Grantor be in breach or default under this Rider due to any change in such policies or regulations which affect the counting of Units.

6. Affirmative Marketing and Tenant Selection.

A. General. Grantor shall not discriminate on the basis of race, color, creed, religious creed, sex, age, handicap, marital status, sexual orientation, national origin or any other basis prohibited by law in the lease, use or occupancy of Units in the Project, or in the employment or application for employment of persons for the operation and management of the Project.

B. AFHM Plan. Prior to marketing any Units, the Grantor shall submit an AFHM Plan for the Subsidizing Agency's approval. At a minimum the AFHM Plan shall meet the requirements of the Comprehensive Permit Rules, as the same may be amended from time to time, and the AFHM Plan shall be updated from time to time during the Rider Term as required by the Comprehensive Permit Guidelines. The AFHM Plan, upon approval by the Subsidizing Agency, shall become a part of this Rider and shall have the same force and effect as if set out in full in this Rider. The AFHM Plan shall designate entities to implement the plan that are qualified to perform such implementation. The Subsidizing Agency may require that another entity be found if the Subsidizing Agency finds that the entity designated by the Grantor is not qualified. Moreover, the Subsidizing Agency may require the removal of an entity responsible for a duty under the AFHM Plan if that entity does not meet its obligations under the AFHM Plan.

C. Occupancy of Comprehensive Permit Units. Grantor shall notify Subsidizing Agency in writing at least thirty (30) days prior to commencing marketing of Comprehensive Permit Units. Grantor shall use its good faith efforts during the Rider Term to maintain all Comprehensive Permit Units at full occupancy as set forth in Section 2 hereof. In marketing and renting Comprehensive Permit Units, the Grantor shall comply with the AFHM Plan.

D. Form of Occupancy Agreement. Occupancy agreements for Comprehensive Permit Units shall meet the requirements of the Comprehensive Permit Rules, this Agreement, the Subsidizing Agency and any applicable Housing Subsidy Program, and shall contain clauses, among others, wherein each resident of a Comprehensive Permit Unit (i) certifies the accuracy of the statements made in the application and income survey and agrees that the family income, family composition and other eligibility requirements shall be deemed substantial and material obligations of his or her occupancy; (ii) agrees that he or she will comply promptly with all requests for information with respect thereto from Grantor or the Subsidizing Agency and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; (iii) agrees that at such time as the Grantor or the Subsidizing Agency may direct, he or she will furnish to the Grantor certification of then current family income, with such documentation as the Subsidizing Agency shall reasonably require; and (iv) agrees to such charges as the Subsidizing Agency has previously approved for any facilities and/or services which may be furnished by Grantor or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time pursuant to Section 2 above.

E. Local Preference. Consistent with the foregoing Section 6.A, the Grantor, in renting the Comprehensive Permit Units, will be allowed to give the maximum preference allowed by law to current residents of the Municipality, employees of the Municipality, employees of businesses located in the Municipality and households with children attending school in the Municipality (a "Local Preference"); provided that (i) Grantor shall only implement such a Local Preference in conformity with the fair housing requirements of HUD, EOHLC, the Massachusetts Commission Against Discrimination, or any authority with jurisdiction and like purpose; and (ii) Municipality has provided to Grantor and Subsidizing Agency the information required to justify such a Local Preference in accordance with applicable laws, regulations and policies of EOHLC and Subsidizing Agency including, without limitation, the Comprehensive Permit Guidelines.

7. Management and Maintenance of Property. The Grantor shall maintain the Project in compliance with all applicable laws including, without limitation, health, safety and building codes and in good physical and financial condition in accordance with the Subsidizing Agency's standards and requirements and the standards and requirements of the Comprehensive Permit and any applicable Housing Subsidy Program, ordinary wear and tear and casualty excepted. The Grantor shall provide for the management of the Project in a manner that is consistent with accepted practices and industry standards for the management of multi-family rate rental housing. Notwithstanding the foregoing, the Subsidizing Agency shall have no obligation hereunder, expressed or implied, to monitor or enforce any such standards or requirements. The Grantor hereby grants to the Subsidizing Agency and it's duly authorized representatives the right to enter the Property and the Comprehensive Permit Units at reasonable times and upon reasonable notice for the purpose of inspecting the Project and the Comprehensive Permit Units to determine compliance with this Rider and to enforce the terms of this Rider or to prevent, remedy or abate any violation of this Rider.

8. Change in Use of Project; Change in Composition of Grantor; Condominium Conversion.

A. Use Change. The Grantor shall not, without the prior written consent of the Subsidizing Agency and modification to the Comprehensive Permit, permit a Use Change. During the Fee-Based Monitoring Period, Grantor shall provide Subsidizing Agency with prompt notice of any amendment to the Comprehensive Permit effectuating a Use Change. So long as the Project is used for multi-family housing pursuant to the Comprehensive Permit, no Use Change shall result in the Project not meeting the requirements of the Act relative to the provision of Comprehensive Permit Units. In the case of casualty to all or a portion of the Project, Grantor shall not be required to restore any such casualty (except to the extent mandated by the Restriction or the Subsidy Documents during the term of such documents), but if Grantor fully or partially restores the Project, the Grantor shall provide the appropriate percentage of Comprehensive Permit Units and unit mix based on the total number of Units after such restoration.

B. Transfer Restrictions. The transfer restrictions under Section 4.13 of the Restriction shall apply to this Rider and any notice or approval right thereunder shall run in favor of the Subsidizing Agency. Notwithstanding the foregoing or anything herein to the

contrary, the provisions of Section 4.13 of the Restriction shall not apply to: (i) the foreclosure or similar remedial action under the provisions of a mortgage on the Property or the conveyance of the Property in lieu of foreclosure to such mortgage holder, or (ii) to the sale of the Property or the Project by such mortgage holder.

C. Condominium Conversion. The Project shall not be converted to a condominium or cooperative form of ownership without modification of the Comprehensive Permit by the Municipality and, while the Subsidy is outstanding, the prior written consent of the Subsidizing Agency. During the Fee-Based Monitoring Period, if Grantor wishes to convert the Project to a condominium or cooperative form of ownership, Subsidizing Agency consent shall not be required, provided that Grantor obtains a replacement subsidizing agency in connection with such conversion to the extent that the Subsidizing Agency is unwilling to continue as the subsidizing agency upon such conversion.

9. Limited Dividend Requirements.

A. Definitions. Capitalized terms used in this Section 9 are defined in this clause A, in Section 1 above and in Section 2 of the Restriction.

(i) Accountant's Annual Determination: An annual report to be prepared by the Grantor or the Grantor's accountant on a form prescribed by the Subsidizing Agency.

(ii) Accumulated Unpaid Distributions. For any particular Fiscal Year, the sum, for all prior Fiscal Years, of (x) the positive difference, if any, between the Current Distribution Amount calculated for each such prior Fiscal Year less the amount of funds available for making Permitted Distributions in each such prior Fiscal Year plus (y) simple interest on such difference computed at five percent (5%) per annum from the end of each such prior Fiscal Year until a Permitted Distribution on account of such unpaid amount is made. For the purposes of this calculation, any amounts available for distribution and permitted to be distributed in any prior Fiscal Year (excluding any amounts deposited by the Grantor into a reasonable working capital reserve equal to no more than one-twelfth of such prior Fiscal Year's Project expenses described in Section 9.D below, all as shown on the Grantor's audited financial statements for such prior Fiscal Year, provided that such amount is subsequently included in Operating Revenues in the year in which it is expended for Project expenses or otherwise withdrawn from such working capital reserve) shall be deemed to have been distributed regardless of whether such amounts were actually distributed.

(iii) Allowable Development Costs: Development costs paid or incurred with respect to the Project as determined by and in accordance with the Cost Certification Guidance.

(iv) Annual Excess Equity: As defined in Section 9.J.

(v) Code: The United States Internal Revenue Code of 1986, as amended.

(vi) Current Distribution Amount: For any particular Fiscal Year, an amount equal to ten percent (10%) of the Grantor's Equity for such Fiscal Year, as approved by the Subsidizing Agency and subject to adjustment as provided in Section 9.I below.

(vii) Excess Development Distributions: As defined in Section 9.M.

(viii) Excess Equity Account: An interest-bearing account maintained by the Subsidizing Agency, or by a Project Lender approved by the Subsidizing Agency, for the benefit of the Project during the Limited Dividend Term (as defined below) containing deposits of Annual Excess Equity.

(ix) Grantor Party: Any partner, member, manager, shareholder or other Related Person of Grantor.

(x) Grantor's Equity: The Grantor's equity in the Project as set forth on the first page of this Rider, subject to adjustment as provided in Section 9.I below.

(xi) Limited Dividend Organization: Any applicant which proposes to sponsor housing under the Act and is not a public agency or non-profit corporation, and is eligible to receive a subsidy from a state or federal agency after a comprehensive permit has been issued and which, unless otherwise governed by a federal act or regulation, agrees to limit the annual dividend on the invested equity to no more than the Permitted Distributions during the Limited Dividend Term. Subsidizing Agency acknowledges that Grantor qualifies as a Limited Dividend Organization by executing this Rider and performing its obligations hereunder.

(xii) Limited Dividend Term: The period commencing on the date that is 21 months after the date of the Restriction and ending on the 50th anniversary thereof, provided that if the Project is not completed within 21 months after the date of the Restriction for any reason and any holder of the Restriction records with the Barnstable Registry of Deeds a certificate of extension certifying the length of the delay in completing the Project, the Limited Dividend Term shall automatically be extended by an amount of time equal to the length of such delay.

(xiii) Maximum Allowable Developer Fee: As defined in Section 9.M.

(xiv) Operating Revenues: All revenues, income and other receipts of the Project, not including capital contributions made by members or partners of the Grantor, any loan proceeds received by Grantor, interest on reserves required to be added to such reserves, insurance proceeds held and subsequently used for restoration or repair of the Project or proceeds of a sale or other disposition of the Project.

(xv) Permitted Distribution: The aggregate annual distributions permitted to be made to the Grantor or to Grantor Parties from time to time as calculated pursuant to the Accountant's Annual Determination or as otherwise permitted pursuant to this Rider. For any particular Fiscal Year, the Permitted Distribution shall equal the sum of the Current Distribution Amount for such Fiscal Year plus the amount of all Accumulated Unpaid Distributions calculated as of the first day of such Fiscal Year.

(xvi) Project Bank Account: As defined in Section 9.B.

(xvii) Related Person: A person whose relationship to another person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code, or (ii)

such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that "more than 50 percent" shall be substituted for "at least 80 percent" each place it appears therein).

(xviii) Replacement Reserve: As defined in Section 9.J.

B. Deposit Account. During the Limited Dividend Term, all Operating Revenues shall, if not held by the Subsidizing Agency in one of its accounts, be deposited in an account held in the name of the Grantor or a nominee for the Grantor in a bank or banks whose deposits are insured by the Federal Deposit Insurance Corporation or otherwise deposited in funds and accounts established hereunder (a "Project Bank Account"). The Subsidizing Agency shall at all times be advised of the names of the accounts and the names of the banks. Operating Revenues shall be used only in accordance with the provisions of this Rider. Any person receiving Operating Revenues other than as permitted by this Rider shall immediately deposit such funds in a Project Bank Account, or failing to do so in violation of this Rider, shall hold such funds in trust for the Project.

C. Payment Priorities. During the Limited Dividend Term, the Grantor shall apply Operating Revenues in the following order of priority: (i) payment of or adequate reserves for all sums due or currently required to be paid under the terms of any Project Loan; and (ii) payment of or adequate reserve for all reasonable and appropriate expenses of the Property and the Project as identified in subsection D below. Any amounts remaining after application of Operating Revenues as provided above shall be governed by clauses E through M below.

D. Limitations. With respect to the application of Operating Revenues as described above, the Grantor shall be allowed to use Operating Revenues to pay for any and all taxes, impositions, services, supplies or materials or other costs or liabilities incurred in the ownership, operation, management, maintenance and improvement of the Property and the Project, provided:

(i) Payment for any and all services, supplies or materials shall not exceed the amount ordinarily and reasonably paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished;

(ii) Reasonable and necessary expenses which may be payable pursuant to Section 9.D(i), above, shall be directly related to the operation, maintenance or management of the Property or the Project; and

(iii) Without the Subsidizing Agency's prior written consent, Grantor may not assign, transfer, create a security interest in, dispose of or encumber any Operating Revenues except as expressly permitted herein.

E. Project Expenses Only. In operating the Project during the Limited Dividend Term, except with regard to (i) Permitted Distributions, or (ii) proceeds of any sale, financing or other capital transaction not subject to provisions of this Rider relative to Permitted Distributions, the Grantor shall not use any Operating Revenues to pay any liability, either direct or contingent, that is not related to the Property or the Project.

F. General Limitation on Distributions. The Grantor covenants and agrees that, during the Limited Dividend Term, distributions made in any Fiscal Year shall not exceed the Permitted Distribution for such Fiscal Year. The following types of payments shall be considered distributions hereunder and are subject to the foregoing limitation: (x) all Operating Revenues paid to any Grantor Party (i) as profit or income, (ii) as fees or expenses that are unrelated to the operation of the Project or (iii) as fees or expenses that are in excess of fees and expenses that would be incurred from persons providing similar goods or services who are not Grantor Parties and who provide such goods or services on an arm's length basis and (y) repayment of deferred developer's fee. Permitted Distributions may be made only once all currently payable amounts as identified in Section 9.C above are paid. No Permitted Distributions may be made if (i) an Event of Default has occurred, which shall include but not be limited to failure to maintain the Project in good physical condition in accordance with Section 7 hereof or (ii) there is outstanding against all or any part of the Property or the Project any lien or security interest other than a lien securing the Subsidy or a lien expressly permitted under the Subsidy Documents.

G. Timing of Distributions. Permitted Distributions may be made by the Grantor at any time during a Fiscal Year, and as often as monthly, based on an operating budget for the Project prepared by the Grantor and approved by the Subsidizing Agency. Absent an approved operating budget, Permitted Distributions may be made only after approval or deemed approval of the Accountant's Annual Determination for such Fiscal Year pursuant to Section 9.O below. If upon the approval of an Accountant's Annual Determination for a particular Fiscal Year pursuant to Section 9.O below, such Accountant's Annual Determination shall show that distributions made during such Fiscal Year were in excess of the Permitted Distribution for such Fiscal Year, then upon ten (10) days' written notice from the Subsidizing Agency, the Grantor shall cause such excess to be deposited in the Excess Equity Account from sources other than Operating Revenues. If an Accountant's Annual Determination as approved shall show that distributions made during such Fiscal Year were less than the Permitted Distribution, such amounts may, if otherwise permitted herein, be distributed within thirty (30) days after the approval of the Accountant's Annual Determination.

H. Cost Certification. Within ninety (90) days after substantial completion of the Project (as evidenced by issuance of a certificate of substantial completion (AIA Form G704) by the Grantor's architect and issuance of a certificate of occupancy by the Municipality), the Grantor shall provide the Subsidizing Agency with its Cost Certification for the Project as per the requirements of the Cost Certification Guidance. The Cost Certification must be examined in accordance with the attestation standards of the American Institute of Certified Public Accountants (AICPA) by an independent firm of certified public accountants. The Cost Certification must meet all requirements of the Cost Certification Guidance and of the Subsidizing Agency and is subject to the approval of the Subsidizing Agency.

I. Grantor's Equity: Grantor's Equity shall be adjusted upon approval of the Cost Certification by the Subsidizing Agency as more fully set forth below. The adjustment to Grantor's Equity shall be calculated according to the formulas outlined in the Cost Certification Guidance. After adjustment of Grantor's Equity at Cost Certification, Grantor's Equity may be

adjusted not more than once in any five-year period with the first five-year period commencing at the beginning of the Fiscal Year in which the Cost Certification is approved. Any adjustments shall be made only upon the written request of the Grantor and, unless the Grantor is otherwise directed by the Subsidizing Agency, shall be based upon an appraisal by an independent and qualified appraiser engaged by the Subsidizing Agency. The appraiser shall submit a self-contained appraisal report to the Subsidizing Agency in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The costs of such appraisal shall be borne by the Grantor. Upon completion of an appraisal as provided above, the Grantor's Equity shall be adjusted in accordance with the standards of the Subsidizing Agency. The adjusted Grantor's Equity shall take effect on the first day of the month following the date of such appraisal and shall remain in effect until the next subsequent adjustment. Notwithstanding the foregoing, if the Subsidizing Agency's standards later are amended to allow for more frequent adjustments to Grantor's Equity, the Grantor shall be allowed to make adjustments to Grantor's Equity at such times as are allowed under the amended standards.

J. Excess Equity. If, at the end of any Fiscal Year, Operating Revenues for such Fiscal Year remaining after the payment of Project expenses described in Section 9.D above exceed the sum of (i) the Permitted Distribution for such Fiscal Year plus (ii) the amount of funds required by any Project Lender to remain at the Project as a reserve to pay expenses of the Project, such excess (the "Annual Excess Equity") shall be deposited in the Excess Equity Account and not released except with the prior written consent of the Subsidizing Agency or if required by a Project Lender to avoid a default on such Project Lender's Project Loan. Upon the Grantor's request, amounts may also be withdrawn from the Excess Equity Account during the Limited Dividend Term for the following purposes: (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of a Project Loan; (ii) payment of or adequate reserve for all reasonable and necessary operating expenses of the Project as reasonably determined by the Grantor; (iii) deposits to a reserve fund for capital replacements reasonably determined by the Grantor to be necessary and sufficient to meet anticipated capital needs of the Project (the "Replacement Reserve"), which reserves may be held by a Project Lender reasonably acceptable to the Subsidizing Agency and may be used for capital expenditures for the Project reasonably determined to be necessary by the Grantor; (iv) repayments of operating expense loans made by Grantor Parties for Project expenses described in Section 9.D above, provided that Grantor shall have obtained prior written approval for such operating expense loans from the applicable Project Lender and from the Subsidizing Agency and shall have supplied the applicable Project Lender and the Subsidizing Agency with such evidence as the Project Lender or the Subsidizing Agency, as applicable, may reasonably request as to the application of the proceeds of such operating expense loans to Project expenses; or (v) for any other purposes, subject to a determination by a Project Lender that the expenditure is necessary to address the Project's physical or financial needs and that no other Project reserve funds are available to address such needs. Notwithstanding the foregoing, payment of the items set forth in clauses (i), (ii), (iii) and (v) above by the Grantor shall be subject to the prior written approval of the Subsidizing Agency, such approval not to be unreasonably withheld or delayed; it being agreed by the Subsidizing Agency that if the Grantor can demonstrate that its proposed operating expenditures, capital expenditures and reserves are substantially consistent with

those made for other developments of the Grantor or its affiliates or of other developers of similar developments within the Commonwealth of Massachusetts, the Subsidizing Agency shall approve such request. In no event shall such approval by the Subsidizing Agency be required if such capital expenditures or reserves are mandated by any Project Lender. Furthermore, the Subsidizing Agency agrees that it shall not unreasonably withhold or delay its consent to a written request from the Grantor for release of an amount held in the Excess Equity Account that will be used by the Grantor (i) to provide a direct and material benefit to Moderate Income Families residing in the Comprehensive Permit Units or (ii) to reduce rental rates to Moderate Income Families residing in the Comprehensive Permit Units. In the event that the Subsidizing Agency's approval is requested pursuant to this Section 9.J for expenditures out of the Excess Equity Account and such request contains in bold capital letters the statement "APPROVAL OF THIS REQUEST SHALL BE DEEMED GRANTED IF YOU FAIL TO RESPOND WITHIN THIRTY (30) DAYS OF YOUR RECEIPT HEREOF" and the Subsidizing Agency fails to respond within thirty (30) days of the Subsidizing Agency's receipt thereof, then the Subsidizing Agency shall be deemed to have approved the request and the Subsidizing Agency shall have no further rights to object to, or place conditions upon, the same.

K. Distributions to Municipality and Final Disposition of Excess Equity. Operating Revenues available for distribution in any Fiscal Year in excess of twenty percent (20%) of Grantor's Equity, subject to payment of Accumulated Unpaid Distributions, shall be distributed to the Municipality within fifteen (15) business days of notice and demand given by the Subsidizing Agency, or as otherwise directed by the Subsidizing Agency. Upon the expiration of the Limited Dividend Term, any balance remaining in the Excess Equity Account shall be distributed by the Grantor to the Replacement Reserve held for the Project, if deemed necessary by the Subsidizing Agency, and otherwise shall be paid to the Municipality. All payments received by the Municipality hereunder shall be used solely for the purpose of developing and/or preserving affordable housing.

L. Subsidizing Agency's Interest in Excess Equity. All funds in the Excess Equity Account shall be considered additional security for the performance of obligations of the Grantor under the Subsidy Documents and the Grantor hereby pledges and grants to Subsidizing Agency a continuing security interest in said funds. Furthermore, the Grantor recognizes and agrees that (i) possession of said funds by the Subsidizing Agency constitutes a bona fide pledge of said funds to the Subsidizing Agency for security purposes, (ii) to the extent required by applicable law, this Rider, in combination, as necessary, with other documents referred to herein, constitutes a valid and binding security agreement, and (iii) the validity and effectiveness of said pledge will not be compromised if said funds are held in a bank or other financial institution. The Grantor further acknowledges and agrees that, notwithstanding any nomenclature or title given to the Excess Equity Account by the bank or other financial institution at which the Excess Equity Account is held, or the fact that the Grantor's tax identification number is used with respect to the Excess Equity Account, the Subsidizing Agency, and not the Grantor, shall be the customer of the bank or other financial institution holding the Excess Equity Account; such bank or other financial institution shall comply with instructions originated by the Subsidizing Agency directing the disposition of funds in the Excess Equity Account, without

further consent of the Grantor; and the Subsidizing Agency, and not the Grantor, shall have the exclusive right to withdraw funds from the Excess Equity Account.

M. Maximum Allowable Developer Fee. Payment of fees and profits from capital sources for the initial development of the Project to the Grantor and/or the Grantor Parties shall (unless otherwise limited by the Subsidizing Agency) be limited to no more than that amount resulting from the calculation in Attachment B, Step 3 ("Calculation of Maximum Allowable 40B Developer Fee and Overhead") of the Cost Certification Guidance (the "Maximum Allowable Developer Fee"). The Maximum Allowable Developer Fee shall not include fees or profits paid to any other party, whether or not related to the Grantor, to the extent the same are arm's length and commercially reasonable in light of the size and complexity of the Project. In accordance with the requirements of 760 CMR 56.04(8)(c), in the event that the Subsidizing Agency determines, following examination of the Cost Certification submitted by the Grantor pursuant to Section 9.H above, that amounts were paid or distributed by the Grantor in excess of the above limitations (the "Excess Development Distributions"), the Grantor shall pay over in full such Excess Development Distributions to the Municipality within fifteen (15) business days of notice and demand given by the Subsidizing Agency as provided herein. All payments received by the Municipality hereunder shall be used solely for the purpose of developing and/or preserving affordable housing.

N. Distributions from Certain Capital Events. Notwithstanding anything to the contrary contained in this Rider, a distribution of the proceeds of a sale or refinancing of the Project shall not be regulated by this Rider. A sale or refinancing shall not result in an adjustment of Grantor's Equity. In clarification of the preceding sentence, upon any refinancing, the amount of Grantor's Equity shall remain the same, notwithstanding the fact that the amount of the mortgage loans secured by the Property may change. Per Section 9.I above, a re-evaluation of Grantor's Equity shall occur no more frequently than once every five (5) years, and only pursuant to the standards of the Subsidizing Agency.

O. Accountant's Annual Determination. Within ninety (90) days after the end of each Fiscal Year, the Grantor shall provide the Subsidizing Agency with a copy of its audited financial statements and an Accountant's Annual Determination for such Fiscal Year. Each Accountant's Annual Determination shall be accompanied by a form completed by an independent firm of certified public accountants and by a certificate of the Grantor in forms reasonably required by the Subsidizing Agency certifying under penalties of perjury as to the matters such as, without limitation, the fact that (i) the Grantor has made available all necessary financial records and related data to the certified public accountants who made such Accountant's Annual Determination, (ii) there are no material transactions related to the Project that have not been properly recorded in the accounting records underlying the Accountant's Annual Determination, (iii) no currently payable amounts as identified in Section 9.C above are more than thirty (30) days past due and there are no outstanding material extraordinary obligations incurred outside the ordinary course of business, even if thirty (30) or fewer days past due, (iv) the Grantor has no knowledge of any fraud or suspected fraud affecting the entity involving management, subcontractors, employees who have significant roles in internal control, or others where the fraud could have a material effect on the Accountant's Annual Determination

and has no knowledge of any allegations of fraud or suspected fraud affecting the Grantor or the Project received in communications from employees, former employees, subcontractors, regulators, or others and (v) the Grantor has reviewed the information presented in the Accountant's Annual Determination and believes that such determination is an appropriate representation of the operation of the Project. The Subsidizing Agency shall have sixty (60) days after the delivery of the Accountant's Annual Determination to accept it, to make its objections in writing to the Grantor and the certified public accountants, or to request from the Grantor and/or the certified public accountants additional information regarding it. If the Subsidizing Agency does not object to the Annual Accountant's Determination or request additional information, it shall be deemed accepted by the Subsidizing Agency. If the Subsidizing Agency shall request additional information, then the Grantor shall provide the Subsidizing Agency with such additional information as promptly as possible and the Subsidizing Agency shall have an additional thirty (30) days thereafter to review such information and either accept or raise objections to such Accountant's Annual Determination. If no such objections are made within such thirty-day period, the Accountant's Annual Determination shall be deemed accepted by the Subsidizing Agency. To the extent that the Subsidizing Agency shall raise any objections to an Accountant's Annual Determination as provided above, then the Grantor and the Subsidizing Agency shall consult in good faith and seek to resolve such objections within an additional thirty-day period. If any objections are not resolved during such period, then the Subsidizing Agency may enforce the provisions under this Section by the exercise of any remedies it may have under this Rider. Should the Grantor fail in any given year to comply with its obligations under this Section 9, the Subsidizing Agency shall have the right, in addition to any other rights and remedies available to the Subsidizing Agency hereunder, to require the Grantor to forfeit any Permitted Distributions to which Grantor might otherwise be entitled for such year pursuant to this Rider.

10. Information.

A. Compliance Information. The Grantor covenants and agrees to submit to the Subsidizing Agency annually, or more frequently if required in writing by the Subsidizing Agency, reports detailing such facts as the Subsidizing Agency reasonably determines are sufficient to establish compliance with the restrictions contained in the Restriction and in this Rider; if requested, copies of leases for all Comprehensive Permit Units; and a certification by the Grantor that, to the best of its knowledge, the restrictions contained in the Restriction and in this Rider are being complied with. The Grantor further covenants and agrees promptly to notify the Subsidizing Agency if the Grantor discovers noncompliance with any restrictions contained in the Restriction or in this Rider.

B. Annual Report Under Restriction. Annually, during the Rider Term, a copy of the annual report required to be furnished pursuant to the provisions of the Restriction, to be delivered to the Subsidizing Agency at the same time as it is delivered pursuant to the provisions of the Restriction.

C. Financial Statements. Within ninety (90) days following the end of each Fiscal Year, Grantor shall furnish the Subsidizing Agency with a complete annual financial report for the Project based upon an examination of the books and records of Grantor containing a

detailed, itemized statement of all income and expenditures, prepared and certified by an independent firm of certified public accountants in accordance with the reasonable requirements of the Subsidizing Agency. A duly authorized agent of the Grantor must approve such submission in writing. The provisions of this Section 10.C may be waived or modified by the Subsidizing Agency.

D. Confidentiality. The Subsidizing Agency and the Grantor shall treat as confidential any of the foregoing information relating to a specific tenant or Comprehensive Permit Unit in compliance with all applicable state and federal statutes and regulations, including, without limitation, M.G.L c. 66A, and shall implement adequate systems and procedures for maintaining the confidentiality of such information (but the Subsidizing Agency and the Grantor may release general statistical and other information about the Project, so long as the privacy rights and interests of the individual tenants are protected). The Subsidizing Agency and the Grantor shall not use any of the information obtained and/or furnished pursuant to Section 10.A for any purpose described in the federal Fair Credit Reporting Act (15 U.S.C. §1681a(d)(1)) and Section 603(d)(1) of Public Law No. 91-508 or in any manner that would cause the Subsidizing Agency or the Grantor to be considered a "consumer reporting agency" under the federal Fair Credit Reporting Act (15 U.S.C. §1681a(f) and 603(f) of Public Law No. 91-508).

11. Monitoring.

A. Monitoring During Subsidy Term. For the period commencing on the date the Restriction is recorded, and continuing until the start of the Fee-Based Monitoring Period, the Subsidizing Agency shall monitor the Grantor's compliance with this Rider and the occupancy restrictions set forth in the Restriction at no cost to the Grantor.

B. Monitoring Following Subsidy Term. For the duration of the Fee-Based Monitoring Period, the Subsidizing Agency, its designee or assignee shall continue to monitor the Grantor's compliance with all or a portion of the ongoing requirements of this Rider. As partial compensation for its services in monitoring compliance with this Rider, on or about commencement of the Fee-Based Monitoring Period, the Subsidizing Agency shall invoice the Grantor for the annual monitoring services fee (calculated in accordance with Sections 11.C and 11.D below) due to be paid by the Grantor to the Subsidizing Agency for the portion of the calendar year remaining after commencement of the Fee-Based Monitoring Period. Thereafter, for each calendar year of the Fee-Based Monitoring Period, the Subsidizing Agency shall, after publication of the CPI-U, invoice the Grantor for the annual monitoring services fee due for such calendar year. The Grantor shall pay such invoice in full within thirty (30) days after the date of the invoice. The Grantor's failure or refusal to pay the monitoring fee to the Subsidizing Agency in a timely manner shall constitute a default hereunder.

C. Annual Monitoring Fee. The annual per unit monitoring fee (the "Per Unit Fee") payable during the Fee-Based Monitoring Period shall be $150.00 per Comprehensive Permit Unit escalated as described below. The annual invoice shall state the monitoring services fee (the "Annual Monitoring Fee") calculated by multiplying the current Per Unit Fee by the total number of Comprehensive Permit Units. The Per Unit Fee shall be adjusted annually

(commencing with the year following the year in which the Restriction is executed), following publication of the CPI-U for the immediately preceding calendar year by the Bureau of Labor Statistics. The Subsidizing Agency shall furnish the Grantor annually during the Fee-Based Monitoring Period with a Notice of Per Unit Fee (designated, by way of example: "Per Unit Fee: Year 2014"). The adjustment to the Per Unit Fee for the first year of the Fee-Based Monitoring Period shall be made by multiplying the Per Unit Fee set forth above by the lesser of (a) 1.1 to the x power, where x is the number of whole years from the date of the Restriction until the beginning of the Fee-Based Monitoring Period or (b) 1 + the increase in the CPI-U over the period from the date of the restriction to the beginning of the Fee-Based Monitoring Period, expressed as a decimal (e.g. if the CPI-U increased by 80% in the 15 years from the date of the Restriction until the commencement of the Fee-Based Monitoring Period, the adjusted Per Unit Fee for the first year of the Fee-Based Monitoring Period would equal $150.00 multiplied by the lesser of 4.177 and 1.8, or $270.00). The adjustment to the Per Unit Fee for each year thereafter shall be made by multiplying the most recent Per Unit Fee by the lesser of (a) 1.1 or (b) 1 + the increase in the CPI-U over the immediately preceding calendar year, expressed as a decimal (e.g. if the CPI-U increased by 5% in the prior year, the adjusted Per Unit Fee would equal the prior year's Per Unit Fee multiplied by 1.05).

D. Successor Price Index. If the Bureau of Labor Statistics should cease to publish such the CPI-U in its present form and calculated on the present basis, a comparable price index or a price index reflecting changes in the cost of living determined in a similar manner shall be chosen at the sole discretion of the Subsidizing Agency, with notice to the Grantor. The level of the CPI-U or comparable price index as of any day relevant to the application of any part of this Section dealing with an adjustment shall be that published by the Bureau of Labor Statistics for the immediately preceding calendar year.

E. Relationship to Municipality. The Grantor acknowledges that in performing its monitoring services hereunder the Subsidizing Agency is not acting as agent or fiduciary for the Municipality, and any waiver by the Subsidizing Agency of any requirement hereunder shall not be binding upon the Municipality and shall not be deemed a waiver of any obligation of the Grantor under the Comprehensive Permit.

F. Third Party Monitor. The Subsidizing Agency may, from time to time, and after notice to the Municipality and the Grantor, engage the service of a qualified third party monitoring agent for purposes of monitoring the Grantor's performance under this Rider. If, within twenty (20) days of receipt of any such notice, the Municipality notifies the Subsidizing Agency in writing that it believes that such proposed monitoring agent is not properly qualified, the Subsidizing Agency shall, in good faith, make all reasonable efforts to address the Municipality's concerns. If a third party monitoring agent is engaged, such monitoring agent shall have authority to act in all matters relating to the Subsidizing Agency's obligations under this Rider and shall apply and adhere to the standards and policies of EOHLC relative to the administrative responsibilities of subsidizing agencies under the Act. Such monitoring agent shall not be held liable for any action taken or omitted under this Rider so long as it shall have acted in good faith and without gross negligence.

12. Construction.

A. General. The Grantor agrees to construct the Project in accordance with plans and specifications approved by the Subsidizing Agency (the "Plans and Specifications"), in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit, and in accordance with the information describing the Project presented by the Grantor to the Subsidizing Agency in its Application for Final Approval. All Comprehensive Permit Units must be similar in exterior appearance to other Units and shall be evenly dispersed throughout the Project. In addition, all Comprehensive Permit Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and sanitary facilities, all as more fully shown in the Plans and Specifications. Materials used for the interiors of the Comprehensive Permit Units must be of good quality. The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit, the Project must also comply with all applicable local codes, ordinances and by-laws.

B. Monitoring. The Subsidizing Agency shall monitor compliance with the construction obligations set forth in this section in such manner as the Subsidizing Agency may deem reasonably necessary. In furtherance thereof, the Grantor shall provide to the Subsidizing Agency (i) evidence that the final plans and specifications for the Project comply with the requirements of the Comprehensive Permit and that the Project was built substantially in accordance with such plans and specifications; and (ii) such information as the Subsidizing Agency may reasonably require concerning the expertise, qualifications and scope of work of any construction monitor retained by the construction monitoring firm assisting the Subsidizing Agency. To ensure adequate monitoring of construction of the Project, the Grantor shall provide to the Subsidizing Agency such information as the Subsidizing Agency may reasonably require concerning the expertise, qualifications and scope of work of any construction monitor retained by one or more of the Project Lenders. If such information is reasonably acceptable to the Subsidizing Agency, the Grantor shall either (i) provide to the Subsidizing Agency prior to commencement of construction a certification from the relevant Project Lender(s) concerning construction monitoring in a form acceptable to the Subsidizing Agency or (ii) cause the Subsidizing Agency to be added as a party to the agreement with the construction monitor, provided that the Subsidizing Agency shall have no obligation to pay any portion of the cost of the services of such construction monitor and the Subsidizing Agency shall be entitled to receive copies of all reports produced by such construction monitor. If the construction monitor for the Project Lender(s) is not acceptable to the Subsidizing Agency, or if at any time after acceptance the construction monitor fails to provide adequate construction oversight in accordance with the requirements of the Lender's certification or the requirements of the agreement with the construction monitor, the Grantor shall fund the cost of a construction monitor retained by the Subsidizing Agency. In addition, the Grantor shall provide to the Subsidizing Agency evidence that the final plans and specifications for the Project comply with the requirements of the Comprehensive Permit and that the Project was built substantially in accordance with such plans and specifications.

13. Incorporation of Provisions from the Restriction. The following provisions from the Restriction are incorporated in this Rider by reference: Sections 2, 3.1, 3.2, 4.14, 4.15, 9.6, 10 and 12.1-12.4 and 13.

14. Applicability. Notwithstanding anything to the contrary in this Rider, the Subsidizing Agency and the Grantor agree that this Rider shall be given effect and shall apply to the Property only if and to the extent that the Grantor or Grantor's successor in title constructs the Project on the Property. Nothing in this Rider shall require the construction of the Project nor preclude the Grantor from using the Property for any other purpose.

15. Term of Rider.

A. General. The Grantor acknowledges that regardless of the duration of the term of the Restriction, the restrictions contained in this Rider are required pursuant to the terms of the Comprehensive Permit and accordingly shall remain in effect for the duration of the Rider Term. Upon receipt of the Notice of Minimum Rider Term Expiration, the Municipality shall have the right, by notice to the Subsidizing Agency, to assume the role of Subsidizing Agency hereunder effective as of the later of (i) the end of the Minimum Rider Term and (ii) the date six (6) months after the giving by the Subsidizing Agency of the Notice of Minimum Rider Term Expiration. If the Municipality makes such an election, then the Subsidizing Agency and the Municipality shall enter into an instrument ratifying the assignment to and assumption by the Municipality of the role of Subsidizing Agency, in form and substance mutually acceptable to the Municipality and the Subsidizing Agency, which instrument the Municipality shall cause to be recorded with the Barnstable Registry of Deeds, whereupon the term of the Restriction shall automatically be extended to be coterminous with the Rider Term, provided that only the provisions of the Restriction incorporated by reference in Section 13 above shall be enforceable by the Municipality. Notwithstanding the foregoing, the Grantor acknowledges that regardless of the term of the Restriction and this Rider, the Comprehensive Permit Units shall, pursuant to the Comprehensive Permit, remain affordable in "perpetuity", meaning for so long as the Project is maintained and occupied on the Property as contemplated by the Comprehensive Permit.

B. Early Termination. Notwithstanding any provision in this Rider to the contrary, this Rider may be released by the Subsidizing Agency if the Project is financed by a state or federal agency and, in connection with such financing, a regulatory agreement acceptable to the Subsidizing Agency is recorded with the Barnstable County Registry of Deeds.

16. Lien for Legal Fees. If the Subsidizing Agency recovers fees and expenses incurred in enforcing this Rider against the Grantor, the Subsidizing Agency shall be entitled to assert a lien on the Property, junior to the liens securing the Project Loans, to secure payment by the Grantor of such fees and expenses. The Subsidizing Agency may perfect a lien on the Property by recording with the Barnstable County Registry of Deeds one or more certificates setting forth the amount of the costs and expenses due and owing.

17. Necessary Modifications. The Grantor hereby agrees to make such modifications to this Rider as may be required by the Subsidizing Agent to implement the Comprehensive Permit Rules, as amended from time to time.

18. Conflicts. In the event of any conflict or inconsistency (including without limitation more restrictive terms) between the terms of the Comprehensive Permit, any other document relating to the Project (other than the Restriction) and the terms of this Rider, the terms of this Rider shall control, except as otherwise provided in Section 2 above with respect to the federal low-income housing tax credit program.

19. Limitation on Liability and Indemnification.

A. Grantor's Indemnity. The Grantor, for itself and its successors and assigns, agrees to indemnify and hold harmless the Subsidizing Agency against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Subsidizing Agency by reason of its relationship to the Project under this Rider and not involving the Subsidizing Agency acting in bad faith or with gross negligence.

B. Subsidizing Agency's Liability Limitation. The Subsidizing Agency shall not be liable for any action taken or omitted under this Rider so long as its actions do not constitute gross negligence or willful misconduct.

C. Grantor's Liability Limitation. Notwithstanding anything in this Rider to the contrary, upon the occurrence of any breach or default by Grantor hereunder, the Subsidizing Agency will look solely to the Property and the Project for satisfaction of any judgment against Grantor and no officer, partner, manager, member, agent or employee of Grantor shall have any personal liability hereunder or for the performance of any obligation of Grantor hereunder. Nothing in this paragraph shall affect or derogate from Subsidizing Agency's rights against any guarantor or any other party who may have liability under the Subsidy Documents while the Subsidy is outstanding.

Executed under seal as of the date of the Restriction.

CLOVERLEAF TRURO LLC, a Massachusetts limited liability company

By: CLOVERLEAF TRURO MM LLC, its Managing Member

By: _____
Name: _____
Its: Authorized Agent

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as Authorized Agent of Cloverleaf Truro MM LLC, the managing member of Cloverleaf Truro LLC, for its stated purpose as the voluntary act of Cloverleaf Truro LLC.

_____
Notary Public
My commission expires:

ACKNOWLEDGEMENT OF ZONING BOARD OF APPEALS

The undersigned duly authorized Chair of the Truro Zoning Board of Appeals hereby acknowledges that the foregoing Rider (the "Rider") satisfies the requirements for a "Regulatory Agreement" in the Comprehensive Permit and that the Comprehensive Permit is subject to the Comprehensive Permit Rules. Without limiting the generality of the foregoing, the Units in the Project required to be affordable under the Comprehensive Permit shall be affordable if such Units are rented in accordance with the Rider; any local preference set forth in the Comprehensive Permit shall be implemented only in compliance with applicable state and federal fair housing rules and the Comprehensive Permit Rules; compliance with the Rider shall be determined solely by the Subsidizing Agency at any time prior to the Subsidy End Date in accordance with the Comprehensive Permit Rules; and the transfer of the Comprehensive Permit shall be governed exclusively by the Comprehensive Permit Rules. In addition, the Rider shall control over the Comprehensive Permit with respect to any matter that is addressed by the Rider. Capitalized terms used in this acknowledgement shall have the meanings ascribed to them in the Rider.

_____
Name: _____
Title: [Chair, Truro Zoning Board of Appeals]

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

[On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as Chair of the Truro Zoning Board of Appeals, for its stated purpose as the voluntary act of Truro.]

_____
Notary Public
My commission expires:

AFFORDABLE HOUSING RESTRICTION

DATE: As of [December ___], 2024

GRANTOR:	Cloverleaf Truro LLC
PROPERTY NAME:	Cloverleaf
TOTAL NUMBER OF UNITS:	43
TOTAL NUMBER OF RESTRICTED UNITS:[1]	39
NUMBER OF HIGH MODERATE INCOME UNITS (110% AMI):[2]	3
NUMBER OF MODERATE INCOME UNITS (80% AMI):	0
NUMBER OF LOW INCOME UNITS (60% AMI):	30
NUMBER OF VERY LOW INCOME UNITS (50% AMI):	0
NUMBER OF EXTREMELY LOW INCOME UNITS (30% AMI):	6
NUMBER OF HOME ASSISTED UNITS:	11
PROPERTY ADDRESS:	Before completion of construction: 22 Highland Road, Truro, Massachusetts; after completion of construction: 1-22 Cloverleaf Trail, Truro, Massachusetts
AFFORDABILITY TERM:	51 years and 9 months (subject to extension for any extension of the construction period and/or extension of one or more of the Loans to which this Restriction relates, as set forth below)

This Affordable Housing Restriction (this "Restriction") is granted by the undersigned Grantor, a Massachusetts limited liability company having a mailing address of c/o Community Housing Resources, Inc., 36 Conwell Street, Provincetown, Massachusetts 02657, for the benefit of The Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities having

[1] In order to satisfy the affordability requirements of the MHP first mortgage loan at least eighteen of the total Units shall be Low Income Units.
[2] Numbers in parentheses are the percentage of median income for the Area (AMI, as defined below), adjusted for family size, as determined from time to time by HUD (as defined below) pursuant to Section 8 of the United States Housing Act, as amended.

a mailing address of 100 Cambridge Street, Suite 300, Boston, Massachusetts 02114-2524 ("EOHLC"); The Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by the Massachusetts Housing Finance Agency ("MHFA"), as Administrator, having an address at One Beacon Street, Boston, Massachusetts 02108 ("AHT"); Massachusetts Housing Partnership Fund Board, having a mailing address of 160 Federal Street, Boston, Massachusetts 02110 ("MHP"), as agent for The Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F ("HSITF"); Barnstable County, a body politic of the Commonwealth of Massachusetts, as recipient and sub-grantor of State and Local Fiscal Recovery Funds through the American Rescue Plan Act (ARPA), acting by and through its County Commissioners, having an address at 3195 Main Street, P.O. Box 427, Barnstable, Massachusetts 02630 ("Barnstable County ARPA Lender"); Barnstable County, a body politic of the Commonwealth of Massachusetts, as lead entity for the Barnstable County HOME Consortium, acting by and through its County Commissioners, having an address at 3195 Main Street, P.O. Box 427, Barnstable, Massachusetts 02630 ("Barnstable County HOME Lender"); and Massachusetts Housing Finance Agency, having a mailing address of One Beacon Street, Boston, Massachusetts 02108, as agent for The Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities (the "MHFA ARPA Lender"). The Town of Truro (the "Municipality"), acting by and through its Select Board, having an address of 24 Town Hall Road, Truro, MA 02666, joins in this Restriction as required under the comprehensive permit dated January 14, 2021 issued by the Town of Truro (the "Municipality"), acting by and through its Zoning Board of Appeals pursuant to M.G.L. c. 40B, §§ 20-23 (the "Act") and recorded with the Barnstable Registry of Deeds in Book 36669, Page 1, as amended by Amendments to Comprehensive Permit dated January 22, 2024 recorded in Book 36669, Page 33, as further amended by Second Amendments to Comprehensive Permit dated June 24, 2024 recorded in Book 36669, Page 38 (as amended, the "Comprehensive Permit").

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MHP is, or is anticipated to be, the first mortgage lender for the Project (as defined below). Upon the closing of the MHP first mortgage loan for the Project, MHP, together with its successors and assigns, in its capacity as first mortgage lender, shall be deemed a Holder of this Restriction. The Grantor acknowledges that, notwithstanding the order of recording, this Restriction is senior to the MHP first mortgage loan, subject to the provisions of Section 19 below.

BACKGROUND

A. The Grantor holds or will acquire a leasehold interest in the Property from the Municipality and intends to construct a 43-unit rental housing development, consisting of ten residential buildings, at the Property (the "Project").

B. As a condition of the Loan, the Grantor has agreed that this Restriction be imposed upon the Property as a covenant running with the land and binding upon any successor to the Grantor, as owner thereof.

RESTRICTIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants as follows:

1. Definitions. Capitalized terms used herein are defined herein and in Exhibit D attached hereto.

2. Use Restrictions. The Property shall be reserved and used for the Permitted Uses and for no other purpose. The Restricted Units shall include at least 22 one-bedroom Units, 15 two-bedroom Units and 2 three-bedroom Units. Eleven of the Restricted Units shall be deemed to be assisted under the HOME Program ("HOME Assisted Units") provided that certain of the provisions of the HOME Program may cease to be effective 20 years after the completion of the Project (the "HOME Term") as more fully set forth in Section 5.2 of the Loan Agreement between Grantor as Borrower and Massachusetts Housing Partnership Fund Board, as agent for The Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F for itself and as agent for certain other lenders. Such HOME Assisted Units may also constitute Restricted Units with respect to other programs hereunder. As of the date hereof, the Property has or is expected to have the benefit of a contract for 8 project-based vouchers under Section 8 of the United States Housing Act of 1937, as amended (the "Section 8 Contract"), 8 project-based vouchers under the Massachusetts Rental Voucher Program (the "MRVP Contract") and 3 [project-based vouchers under the Massachusetts Alternative Housing Voucher Program] (the "AHVP Program" and, collectively with the Section 8 Contract and the MRVP Contract, the "Rental Subsidy Contracts"). If during the HOME Term any of the Rental Subsidy Contracts is not renewed at the end of its term or is terminated or otherwise is no longer in full force and effect, the number of HOME Assisted Units required to be Very Low Income Units (as set forth on Exhibit C) shall be reduced to 3 Units of the types shown on Exhibit C-1 and the number of HOME Assisted Units required to be Low Income Units (as set forth on Exhibit C) shall be increased to 8 Units of the types shown on Exhibit C-1. In such event, references in this Restriction to Exhibit C shall thereafter be deemed to refer to Exhibit C-1. Furthermore, if during the Term any of the Rental Subsidy Contracts is not renewed at the end of its term or is terminated or otherwise is no longer in full force and effect, the Holders will consider a request by the Grantor to modify the mix of Restricted Units by converting Extremely Low Income Units to Very Low Income Units or Low Income Units. A decision by the Holders on such a request shall take into consideration the financial viability of the Property and shall be made in the sole reasonable discretion of the Participating Lenders who have required such Extremely Low Income Units, as shown on Exhibit C. The Property also shall include at least four (4) Units accessible to individuals with mobility impairments (consisting of 3 one-bedroom Units and 1 two-bedroom Unit) and at least one (1) additional Units accessible to individuals with sensory impairments (consisting of 1 one-bedroom Unit). Each Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Unit shall meet the housing quality standards set forth in the regulations of HUD at 24 C.F.R. §982.401 or any successor thereto, the accessibility requirements at 24 C.F.R. Part 8 or any successor thereto (which implement Section 504 of the Rehabilitation Act of 1973), and, if applicable, the design and construction requirements of 24 C.F.R. §100.205 or any successor thereto (which implement the Fair Housing Act). The Restricted Units shall be of comparable quality to the other Units at the Property. The Restricted Units shall be dispersed evenly throughout the buildings comprising the Improvements. Throughout the term

hereof, the Grantor shall maintain the Property and the Improvements in good, safe and habitable condition in all respects and in full compliance with all applicable laws, by-laws, rules and regulations of any governmental (or quasi-governmental) body with jurisdiction over matters concerning the condition of the Property.

3. Occupancy Restrictions. The following restrictions shall apply during the period commencing with the first date on which any Units are occupied and continuing for the balance of the Affordability Term, subject always to any applicable rent restrictions of the federal low-income housing tax credit program under Section 42 of the Internal Revenue Code of 1986, as amended, and any provision herein that conflicts with the requirements of the federal low-income housing tax credit program shall be suspended so long as the restrictions under the federal low income housing tax credit program are in effect.

A. High Moderate Income Units. At least 3 of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to High Moderate Income Families ("High Moderate Income Units"). The monthly rent charged to a Family occupying a High Moderate Income Unit shall be one-twelfth of thirty percent (30%) of one-hundred-ten percent (110%) of the Bedroom Adjusted AMI, minus, if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family A Family who resides in a Restricted Unit, who qualified as a High Moderate Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds one-hundred-ten percent (110%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and (i) until such time as the Property again has the required number of income-qualified Families at all income levels hereunder, must pay as monthly rent the Over-income Rent and (ii) once the Property again has the required number of income-qualified Families at all income levels hereunder, such Family's Unit shall, from and after the expiration of the then-current term of such Family's lease, no longer be deemed a Restricted Unit hereunder.

B. Low Income Units. At least 30 of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Low Income Families ("Low Income Units"). With respect to each Low Income Unit designated as a HOME Assisted Unit, the monthly rent charged to a Family occupying such HOME Assisted Unit shall not exceed the lesser of Fair Market Rent or an amount equal to (x) one-twelfth of thirty percent (30%) of sixty-five percent (65%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family or (z) the comparable market rent for the Family's Unit. With respect to each Low Income Unit that is not a HOME Assisted Unit, the monthly rent charged to a Family occupying a Low Income Unit shall be one-twelfth of thirty percent (30%) of sixty percent (60%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds sixty percent (60%), but does not exceed eighty percent (80%) of the Family-size Adjusted AMI, shall continue to be treated as a Low Income Family

and the foregoing maximum rent shall continue to apply to such Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and (i) until such time as the Property again has the required number of income-qualified Families at all income levels hereunder must pay as monthly rent the Over-income Rent and (ii) once the Property again has the required number of income-qualified Families at all income levels hereunder, such Family's Unit shall, from and after the expiration of the then-current term of such Family's lease, no longer be deemed a Restricted Unit hereunder.

C. Extremely Low Income Units. At least 6 of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Extremely Low Income Families ("Extremely Low Income Units"). The monthly rent charged to a Family occupying an Extremely Low Income Unit shall be one-twelfth of thirty percent (30%) of thirty percent (30%) of the Bedroom Adjusted AMI, minus, if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds thirty percent (30%), but does not exceed fifty percent (50%) of the Family-size Adjusted AMI, shall continue to be treated as an Extremely Low Income Family but, from and after the expiration of the then-current term of such Family's lease, must pay as monthly rent the Over-income Rent. A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds fifty percent (50%), but does not exceed eighty percent (80%), of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, be treated as a Low Income Family and must pay as monthly rent the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of sixty percent (60%) of the Bedroom Adjusted AMI (minus, if applicable, an allowance established by the Holders for any utilities and services [excluding telephone] to be paid by the occupying Family) A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and (i) until such time as the Property again has the required number of income-qualified Families at all income levels hereunder must pay as monthly rent the Over-income Rent and (ii) once the Property again has the required number of income-qualified Families at all income levels hereunder, such Family's Unit shall, from and after the expiration of the then-current term of such Family's lease, no longer be deemed a Restricted Unit hereunder.

D. HERA Rent. Notwithstanding the foregoing, the Borrower shall be permitted to increase the rents to those permitted under Section 3009(a)(E)(i) of the Housing and Economic Recovery Act

of 2008 (Public Law 110-289) ("HERA"), even if such rents would be above those that would otherwise be permitted under the above provisions.

E. MHP First Mortgage Affordability Requirements. In order to satisfy the affordability requirements of the MHP first mortgage loan at least eighteen of the total Units shall be Low Income Units.

F. Applicable Lease Term, Change of Status. References in the foregoing provisions of the "then-current term of such Family's lease" shall refer to the term of the lease or occupancy agreement in effect on the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income or, as applicable, the term of the lease or occupancy agreement in effect at the time the Property regains the required number of income-qualified Families. If, with the Holders' consent, the Grantor does not require that a lease be signed for a Restricted Unit (e.g., a property providing short-term transitional housing), the provisions set forth above shall apply, except that the applicable date on which a Family's income-qualified status and/or applicable rent restriction is modified shall be the first day of the month that is at least thirty (30) days following the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income and the applicable date on which a Restricted Unit's status is modified shall be the first day of the month that is at least thirty (30) days following the date on which the Property regains the required number of income-qualified Families.

G. Federal or State Rental Subsidy. Except with respect to HOME Assisted Units, if a Restricted Unit or the Family occupying such Unit receives federal or state rental subsidy, then the Family's contribution towards rent shall be the contribution allowable under the federal or state rental subsidy program and the maximum rent (i.e., tenant contribution plus rental subsidy) shall be the rent allowable under the federal or state rental subsidy program. In the case of HOME Assisted Units, if a Restricted Unit receives federal or state project-based rental subsidy and the occupying Family qualifies as a Very Low Income Family and pays as a contribution towards rent not more than thirty percent (30%) of one-twelfth of the Family's Household Income, then the maximum rent (i.e., tenant contribution plus rental subsidy) shall be the rent allowable under the federal or state rental subsidy program.

H. Next Available Unit Rule. If at any time fewer than the required number of Units are leased, rented or occupied by Extremely Low Income Families, the next available Units shall all be leased, rented or otherwise made available to Extremely Low Income Families until the required number of Units occupied by Extremely Low Income Families is again obtained. Subject to the foregoing, if at any time fewer than the required number of Units are leased, rented or occupied by Low Income Families, the next available Units shall all be leased, rented or otherwise made available to Low Income Families until the required number of Units occupied by Low Income Families is again obtained. Subject to the foregoing, if at any time fewer than the required number of Units are leased, rented or occupied by High Moderate Income Families, the next available Units shall all be leased, rented or otherwise made available to High Moderate Income Families until the required number of Units

occupied by High Moderate Income Families is again obtained. The foregoing provisions shall be applied so as to maintain a mix of Restricted Units that is comparable in size, features and number of bedrooms to the originally designated Restricted Units (i.e., a Unit will not be considered an available Unit for purposes of this Paragraph if classification of such Unit as a Restricted Unit would cause the then current mix of Restricted Units to no longer be comparable to the original mix of Restricted Units described in Section 2 above and as shown on Exhibit C).

4. Rent Schedule. Except as is set forth in Sections 3.B., 3.C., 3.D. and 3.G, projected initial monthly maximum rents including utilities for all Restricted Units shall be as set forth in Exhibit B and Exhibit B-1 attached hereto. If permitted maximum rents and utility allowances as reflected in the annual schedule of rents and utility allowances issued by EOHLC increase prior to initial occupancy of the Project, the initial monthly maximum rents and utility allowances shall be as set forth in the latest schedule issued by EOHLC. Notwithstanding the rent restrictions set forth in Section 3 above, the maximum monthly rent permitted to be charged for a Restricted Unit at any particular income level is not required to be lower than the maximum rent applicable at such income level pursuant to Exhibit B and Exhibit B-1 or such higher initial maximum rent applicable at such income level pursuant to the immediately preceding sentence, regardless of changes in fair market rents or in median income over time (subject only to the restrictions applicable in the event of any federal or state subsidy, as set forth in Section 3 above). Rents for Restricted Units shall not be increased above applicable maximums without all Holders' prior written approval of a specific request by the Grantor for a rent increase, except for increases implemented in accordance with an annual schedule of maximum rents and allowances issued by EOHLC. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days' prior written notice by the Grantor to all affected Residents and notwithstanding any provision in a lease or occupancy agreement to the contrary, in the event of any increase in the rent payable by such Residents in connection with an increase in the income of such Residents, consistent with the terms hereof, the Residents shall have the right to terminate their lease or occupancy agreement by written notice to the Grantor delivered within such thirty-day period.

5. Resident Selection.

A. Nondiscrimination. The Grantor shall not discriminate on the basis of race, religious creed, color, sex, age, marital status, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), gender identity, genetic information, veteran status, membership in the armed forces, ancestry, national origin, handicap, blindness, hearing impairment, or because a person possesses a trained guide dog as a consequence of blindness, hearing impairment or other handicap of such person or any other basis prohibited by law in the lease, use and occupancy of the Units or in connection with the employment or application for employment of persons for the operation and management of the Units. The Grantor shall not discriminate against, or refuse to lease, rent or otherwise make available the Units to, a holder of a certificate or voucher under the Federal Rental Certificate Program or the Federal Rental Voucher Program or a holder of a comparable document evidencing participation in a HOME Program tenant-based assistance

program because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME Program tenant-based assistance document.

B. Selection Policies. The Grantor shall adopt and submit to the Holders for approval resident selection policies and criteria for the Restricted Units that:

(i) Are consistent with the purpose of providing housing for a High Moderate Income Family, a Low Income Family or an Extremely Low Income Family, as defined below and required herein;

(ii) Are reasonably related to eligibility of prospective tenants under the Programs and to the prospective tenants' ability to perform the obligations of the Grantor's form lease; and

(iii) Provide for (x) the selection of Residents from a written waiting list in the chronological order of their application, insofar as practicable, and (y) the prompt written notification to any rejected applicant of the grounds for any rejection.

The Grantor shall also provide the Holders with an affirmative marketing plan acceptable to all Holders. The affirmative marketing plan must comply with all applicable statutes, regulations and executive orders, with all Holders' affirmative marketing requirements and with EOHLC's directives reflecting the agreement between EOHLC and HUD in the case of NAACP, Boston Chapter v. Kemp. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect and any changes thereto shall be subject to the prior written approval of the Holders. The affirmative fair housing marketing plan shall require the Grantor to create a listing for all Restricted Units with the Housing Navigator (www.housingnavigatorma.org), which listing shall be updated and confirmed prior to holding a tenant-selection lottery for the Restricted Units and shall thereafter be updated at least annually or more frequently if appropriate in EOHLC's opinion (e.g. in connection with the re-opening of any waiting list for Restricted Units). The affirmative fair housing marketing plan shall also require the Grantor to notify the Housing Navigator when waiting lists for Restricted Units open and close and whenever there is a Restricted Unit available on a first come, first served basis. The Grantor shall list vacancies in Restricted Units in the MassAccess Housing Registry at http://www.massaccesshousingregistry.org and on the Housing Navigator at http://housingnavigatorma.org.

6. Lease Form. The Grantor shall not include in any lease for a Restricted Unit any of the following provisions:

A. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Grantor in a lawsuit brought in connection with the lease.

B. Agreement by the tenant that the Grantor may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the Unit after the tenant has moved out of the Unit. The Grantor may dispose of such personal property in accordance with state law.

C. Agreement by the tenant not to hold the Grantor or the Grantor's agents legally responsible for any action or failure to act, whether intentional or negligent.

D. Agreement of the tenant that the Grantor may institute a lawsuit without notice to the tenant.

E. Agreement by the tenant that the Grantor may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

F. Agreement by the tenant to waive any right to a trial by jury.

G. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

H. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Grantor against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

All leases for Restricted Units shall be consistent with the requirements set forth herein, shall be on a form reasonably approved by the Holders, shall be for terms of not less than one (1) year (unless a shorter term is specified by mutual agreement between the Resident and the Grantor, subject to the Holders' program requirements) and shall require tenants to provide information required for the Grantor to meet its reporting requirements hereunder. The Grantor may not terminate the tenancy or refuse to renew the lease of an occupant of a Restricted Unit except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; (iii) for completion of the tenancy period for transitional housing; or (iv) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by the Grantor's service on the tenant of a written notice specifying the grounds for the action.

7. Transfer Restrictions. The Grantor shall not sell, transfer, convey, rent (except for leases or occupancy agreements made in connection with the Permitted Uses that are substantially in the form approved by the Holders), encumber as security for financing, or in any other way exchange all or any portion of the Property nor shall the Grantor permit the sale, transfer or pledge of any direct or indirect interests in the Grantor, without the express written permission of the Holders. For purposes of the foregoing sentence, a withdrawal by the investor member of Grantor shall be deemed to be a transfer of an interest in the Grantor. Without limiting the generality of the foregoing, the Permitted Encumbrances are hereby approved by the Holders. Any sale, transfer or other disposition (each, a "transfer") of all or any part of the Property shall further be subject to the Purchase Option and the First Refusal Right described below, and to such further terms and conditions with respect thereto as may be set forth in the HSF Statute, the HSF Regulations, and the HSF Guidelines. Upon request by the Grantor, EOHLC shall sign a certificate, in form and substance reasonably acceptable to EOHLC, stating whether, as of a specified date, any Purchase Option or First Refusal Right in favor of EOHLC remains in effect, or has been exercised, terminated, waived or assigned, and otherwise conforming with the certification requirements described below. No transfer of all or any part of the Property to any party other than EOHLC or its assignee shall be consummated unless and until (i) the period for the exercise of all Purchase Options and/or First

Refusal Rights, as applicable, shall have expired without EOHLC's exercise of rights thereunder or (ii) EOHLC shall have unconditionally waived its rights thereunder in writing. Notwithstanding the foregoing: (i) the investor member interest of Grantor held by MCI Cloverleaf, LLC (the "Investor") may be transferred to an entity in which the Investor or an affiliate of the Investor is the general partner or managing member, provided that the Holders receive notice of such transfer and (ii) the Grantor's investor member may remove and replace the manager of the Grantor in accordance with the provisions of the Grantor's operating agreement upon the consent of the Holders, which consent will not be unreasonably withheld, conditioned or delayed. In connection with any transfer requiring the consent of the Holders, the Grantor shall provide such information to the Holders as the Holders may reasonably request, shall pay a fee to EOHLC pursuant to EOHLC's then-current fee schedule and shall pay all legal fees incurred by the Holders in connection with such transfer request.

8. HSF Purchase Option.

A. Upon the expiration of the Affordability Term (as defined in Section 10 below), EOHLC shall have the right to purchase the Grantor's interest in the Property from the Grantor, at a price equal to the then-current appraised value of the Property, less the total outstanding balance, at the time of such purchase, of all principal, interest and any other charges payable under the HSF Loan, and any and all other outstanding obligations of the Grantor with respect thereto (the "HSF Purchase Option"), by delivering written notice to the Grantor of its election to exercise the HSF Purchase Option by or before the date that is one hundred twenty (120) days after the expiration of the Affordability Term (the "Option Exercise Deadline"). If EOHLC shall have failed to deliver such written notice of its election to exercise the HSF Purchase Option to the Grantor by the Option Exercise Deadline, EOHLC shall be deemed to have unconditionally waived the HSF Purchase Option, and the HSF Purchase Option shall automatically terminate, and shall have no further force or effect.

B. EOHLC shall have the right at any time to assign its rights under this Purchase Option to a qualified developer selected by EOHLC in accordance with the HSF Statute and HSF Regulations, and effective as of any such assignment, all rights and obligations of EOHLC with respect to such Purchase Option shall automatically be deemed to apply to such assignee, and all references to "EOHLC" in this Section shall automatically be deemed to refer to such assignee (except to the extent a provision explicitly provides otherwise).

C. Promptly upon request by EOHLC at any time or from time to time, either before the Option Exercise Deadline or after EOHLC's exercise of the HSF Purchase Option, the Grantor shall provide EOHLC with a copy of, or otherwise make available for EOHLC's review at a mutually convenient time and location, any and all material owned by or readily available to the Grantor that an unrelated third-party potential buyer would reasonably request in connection with its due diligence for the acquisition of the Property, including, by way of example but not of limitation, deeds, title insurance policies, appraisals, studies, reports, and other materials relating to the Property and/or any encumbrance(s) subject to which the Property is to be conveyed, or otherwise reasonably necessary or appropriate for EOHLC to review in connection with its exercise of the HSF Purchase Option.

D. The appraised value of the Property shall be determined at EOHLC's request by the method specified in the HSF Statute (as may be more fully described in the HSF Regulations) and in accordance with EOHLC policies, and the costs of the appraisers shall be shared equally by EOHLC and the Grantor (unless the HSF Regulations provide otherwise). Notwithstanding anything to the contrary contained in this Restriction, the Grantor shall not be required to use its own funds to repay any debt secured by the Property in the event the appraised value of the Property is less than the aggregate of all permitted debt secured by the Property.

E. The closing for the sale of the Property to EOHLC shall take place in accordance with applicable provisions of the HSF Regulations, by or before the date that is one hundred twenty (120) days after the Option Exercise Deadline (i.e., on or before the date that is two hundred forty (240) days after the expiration of the Affordability Term), by the close of the business day, at the Registry of Deeds; provided, however, that if EOHLC reasonably determines additional time is necessary to effect the closing due to delays of the Grantor in providing EOHLC with the due diligence material described above or any other failure by the Grantor fully to cooperate with preparations for the sale, the closing date may be extended to a date reasonably determined by EOHLC as necessary to redress the delays caused by the Grantor, which shall be specified in a written notice from EOHLC setting forth the reasons for such extension, delivered to the Grantor by or before the date originally scheduled for the closing. The parties may also mutually agree to extend the date of the closing by written instrument.

F. The transfer to EOHLC pursuant to the HSF Purchase Option shall be subject to such other requirements as may be more fully described in the HSF Regulations consistent with the HSF Statute. Adjustments in the purchase price for recording fees, deed stamps and other charges shall be made, and any other issues associated with the transfer shall be resolved, in accordance with standard conveyancing practice in The Commonwealth of Massachusetts. If either party so desires, the parties shall enter into a purchase and sale agreement memorializing the terms of the sale, consistent with the terms hereof and of the HSF Statute; provided, however, that the HSF Purchase Option shall be binding regardless of whether the parties execute a purchase and sale agreement. Notwithstanding any other provision hereof to the contrary, if, after delivering notice of its intention to exercise the HSF Purchase Option, EOHLC determines, in its sole discretion, that it is not in the best interests of EOHLC to effect the purchase, EOHLC may terminate the HSF Purchase Option at any time, upon written notice to the Grantor recorded with the Registry of Deeds; provided, however, that such termination right shall apply to EOHLC only and not to any assignee.

G. Concurrently with its acquisition of the Property, EOHLC shall cause to be recorded with the Registry of Deeds an affordable housing restriction, in compliance with the HSF Statute and any other applicable statutory requirements for the same (and, in the case of an assignee, in form acceptable to EOHLC, in its discretion), which shall require that the Property shall be used only for the purposes of preserving or providing affordable housing thereon, which housing shall remain affordable for a period of not less than fifty (50) years.

9. HSF First Refusal Right.

A. If the Grantor intends at any time or from time to time, to transfer all or any part of its interest in the Property, and the Grantor receives a bona fide offer for such transfer that the Grantor desires to accept (each, an "Offer"), the Grantor shall promptly deliver to EOHLC written notice of the same (which shall not be deemed to have been duly delivered to EOHLC unless it contains a copy of clause C. below), together with a copy of such Offer (the "Offer Notice"). The Grantor shall provide EOHLC with such reasonable evidence as EOHLC may require to satisfy EOHLC as to the bona fide nature of the Offer. A transfer of a member interest in the Grantor shall be considered an Offer that triggers the EOHLC First Refusal Right if (x) such member interest is all or substantially all of the non-managing member interests in the Grantor (except for transfers to affiliates of the member) and (y) such transfer takes place within one year of a transfer of a managing member interest in the Grantor or of a controlling interest in a managing member of the Grantor to the transferee of the member interest or an affiliate of such transferee, provided that a removal of a managing member by a member pursuant to a removal provision in the operating agreement of the Grantor and the substitution of a new managing member that is an affiliate of such member shall not constitute a transfer of a managing member interest for purposes of this clause.

B. EOHLC shall have the right to purchase the Grantor's interest in the Property (or the portion(s) thereof to which the Offer relates), at the same price and on the same terms set forth in such Offer (the "HSF First Refusal Right"), by delivering to the Grantor and recording with the Registry of Deeds written notice of its election to exercise such First Refusal Right, in accordance with the terms set forth below (the "Exercise Notice"), by or before the date that is one hundred twenty (120) days after EOHLC's receipt of such Offer Notice (such 120-day period, the "HSF First Refusal Period"). If EOHLC does not intend to exercise the HSF First Refusal Right, EOHLC may, but shall have no obligation to, notify the Grantor in writing that the HSF First Refusal Right will not be exercised (a "Waiver Notice").

C. If, by the expiration of the HSF First Refusal Period with respect to an Offer, EOHLC shall have failed to deliver to the Grantor an Exercise Notice or a Waiver Notice, EOHLC shall be deemed to have waived its First Refusal Right with respect to such Offer, subject to any revived First Refusal Right with respect to a modified Offer, as described below. However, EOHLC shall retain a First Refusal Right for subsequent Offers, notwithstanding any prior actual or deemed waiver of the HSF First Refusal Right, or any intervening transfer of the Property or any portion(s) thereof.

D. If any of the terms of an Offer shall be revised from the terms reflected in the Offer Notice in such a manner as to be materially more favorable to the buyer or if a closing pursuant to the Offer has not occurred on or before the date six months after the date of the Offer Notice but the Grantor desires to continue pursuing a sale pursuant to such Offer, the Grantor shall promptly deliver to EOHLC an Offer Notice with respect to such revised or continued Offer (which shall not be deemed to have been duly delivered to EOHLC unless it contains a copy of clause C. above), and EOHLC shall have a new First Refusal Right with respect to such modified or continued Offer. The HSF First Refusal Period for such new First Refusal Right

shall run for a period of one hundred twenty (120) days from the date of EOHLC's receipt of the Offer Notice with respect to such revised or continued Offer.

E. EOHLC shall have the right at any time to assign its rights under the HSF First Refusal Right to a qualified developer selected by EOHLC in accordance with the HSF Statute and the HSF Regulations and, effective as of any such assignment, the rights and obligations of EOHLC with respect to such First Refusal Right shall automatically be deemed to apply to such assignee, and all references to "EOHLC" in this Section shall automatically be deemed to refer to such assignee (except to the extent a provision explicitly provides otherwise). EOHLC shall provide written notice of any such assignment to the Grantor.

F. In accordance with the provisions of the HSF Statute:

(i) An Offer Notice containing the required language as described above shall be deemed to have been duly delivered if sent by regular and certified mail, return receipt requested (or by such other method as may be authorized under the HSF Statute and the HSF Regulations), addressed to EOHLC (or to any assignee of EOHLC, if EOHLC has previously given the Grantor notice of such assignment, including the name and notice address of such assignee, in accordance with the notice provisions set forth herein) in the care of the keeper of records for EOHLC, which for purposes hereof shall be deemed to be the General or Chief Counsel of EOHLC (or in care of the keeper of records for such assignee of EOHLC, as applicable).

(ii) The Exercise Notice or Waiver Notice shall be duly signed by a designated representative of EOHLC or of the assignee of EOHLC, as the case may be, and (x) mailed to the Grantor by certified mail (or such other method as may be authorized under the HSF Statute) at the notice address set forth in the Offer Notice and (y) recorded with the Registry of Deeds by the expiration of the HSF First Refusal Period. If EOHLC shall have assigned the HSF First Refusal Right to a qualified developer prior to delivery of the Exercise Notice, the Exercise Notice shall include the name and address of such assignee and the terms and conditions of such assignment.

(iii) An affidavit acknowledged by a notary public that EOHLC or its designated representative has mailed an Exercise Notice or a Waiver Notice (the "Affidavit") shall conclusively establish the manner and time of the giving of such notice. Any Affidavit may be recorded with the Registry of Deeds by either party. Each Affidavit shall have attached to it a copy of the Offer Notice to which it relates.

(iv) Each Offer Notice, Exercise Notice and Waiver Notice shall contain the name of the record owner of the Property and a description of the premises to be transferred, in form adequate to identify the same. Each Affidavit shall have attached to it a copy of the Offer Notice to which it relates.

G. The closing for the sale of the Property (or, if applicable, the part thereof that is the subject of the Offer) to EOHLC shall take place in accordance with applicable provisions of the HSF Regulations, by or before the date that is one hundred twenty (120) days after the expiration of the HSF First Refusal Period (i.e., on or before the date that is two hundred forty (240)

days after EOHLC's receipt of the relevant Offer Notice), by the close of the business day, at the Registry of Deeds (such date, the "Closing Deadline"); provided, however, that if EOHLC reasonably determines additional time is necessary to effect the closing, due to delays of the Grantor in providing EOHLC with the due diligence material described below or any other failure by the Grantor fully to cooperate with preparations for the sale, the Closing Deadline may be extended to a date reasonably determined by EOHLC as necessary to redress the delays caused by the Grantor, which shall be specified in a written notice from EOHLC setting forth the reasons for such extension, delivered to the Grantor and recorded with the Registry of Deeds, by or before the date originally scheduled for the closing. The parties may also mutually agree to extend the Closing Deadline, by written instrument; provided, however, that in such event, the parties shall execute an instrument reflecting such extension, which shall be recorded with the Registry of Deeds by or before the date originally scheduled for the closing.

H. Concurrently with the delivery of the Offer Notice, the Grantor shall provide EOHLC with a copy of, or otherwise make available for EOHLC's review at a mutually convenient time and location, all material relating to the Property (or the part thereof that is the subject of the Offer) and/or the proposed sale, transfer, or other disposition thereof that has been made available to the party making the Offer, and shall thereafter promptly make available to EOHLC any additional material made available to such party. Promptly upon any request therefor by EOHLC, the Grantor shall provide EOHLC with a copy of, or otherwise make available for EOHLC's review at a mutually convenient time and location, any and all other material owned by or readily available to the Grantor that an unrelated third-party buyer would reasonably request in connection with its due diligence for an acquisition of such Property, including, by way of example but not of limitation, deeds, title insurance policies, appraisals, studies, reports, or other materials relating to such Property and/or any encumbrance(s) subject to which the Property is to be conveyed, or otherwise reasonably necessary or appropriate for EOHLC to review in connection with its exercise of the HSF First Refusal Right.

I. The transfer to EOHLC pursuant to the HSF First Refusal Right shall be subject to such other requirements as may be more fully described in the HSF Regulations consistent with the HSF Statute. Adjustments in the purchase price for recording fees, deed excise stamp taxes and other charges shall be made, and any other issues associated with the transfer shall be resolved, in accordance with standard conveyancing practice in The Commonwealth of Massachusetts. If either party so desires, the parties shall enter into a purchase and sale agreement memorializing the terms of the sale, consistent with the terms hereof and of the HSF Statute; provided, however, that the HSF First Refusal Right shall be binding regardless of whether the parties execute a purchase and sale agreement. Notwithstanding any other provision hereof to the contrary, if, after delivering notice of its intention to exercise the HSF First Refusal Right, EOHLC determines, in its sole discretion, that it is not in the best interests of EOHLC to effect the purchase, EOHLC may terminate the HSF First Refusal Right at any time, upon written notice delivered to the Grantor and recorded with the Registry of Deeds; provided, however, that such termination right shall apply to EOHLC only, and not to any assignee. If EOHLC exercises such termination right or if either EOHLC or its assignee

fails to perform hereunder on or before the Closing Deadline through no fault of the Grantor, then the HSF First Refusal Right shall lapse and be of no further force or effect.

J. Concurrently with its acquisition of the Property, EOHLC shall cause to be recorded with the Registry of Deeds an affordable housing restriction, in compliance with the HSF Statute and any other applicable statutory requirements for the same (and, in the case of an assignee, in form acceptable to EOHLC, in its discretion), which shall require that such Property shall be used only for the purposes of preserving or providing affordable housing there*on*, which housing shall remain affordable for a period of not less than fifty (50) years.

10. Term of Restrictions; Covenants to Run with Land. The term of this Restriction shall be the sum of the Affordability Term plus the Option Term. The "Affordability Term" shall be 51 years and 9 months from the date hereof, provided that if the Project is not completed within 21 months after the date of this Restriction for any reason, any Holder shall have the right to extend the Affordability Term by recording in the Registry of Deeds a certificate of extension certifying the length of the delay in completing the Project, whereupon the Affordability Term shall automatically be extended by an amount of time equal to the length of such delay and provided further that the term hereof shall automatically be extended for the period of the extension of any of the Loans to which this Restriction relates. The "Option Term" shall be the period from the expiration of the Affordability Term through the Option Exercise Deadline (as defined in Section 8 above) plus any additional period necessary for the consummation of a purchase of the Property under either the Purchase Option or the First Refusal Right described above, if applicable. Notwithstanding any provision to the contrary herein or in any of the other Loan Documents, this Restriction shall remain in full force for the full term set forth herein including any extension, notwithstanding any prepayment of the Loan. The restrictions contained herein shall run with the land, shall bind the successors and assigns of the Grantor, and shall inure to the benefit of the Holders and their successors and assigns as permitted herein. Notwithstanding the foregoing, at the end of the term of affordability for a particular program, as set forth on Exhibit C, as it may have been extended, provided that all obligations under the loan provided by such Program have been satisfied in full at that time, as determined by the appropriate Holder, the Grantor may request that the Holders modify this Restriction to eliminate the requirements imposed by or otherwise relating to such Program set forth in this Restriction. The parties shall cooperate to prepare an appropriate amendment to this Restriction, which amendment shall be duly recorded with the Registry of Deeds by the Grantor at its cost and expense. Nothing herein shall affect the provisions of Section 19.D with respect to the Municipal Units.

11. Subsequent Conveyances. Each and every contract, deed or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Restriction.

12. Income Verification. The Grantor represents, warrants and covenants that the determination of whether a Family occupying a Restricted Unit meets the income requirements set forth herein shall be made by the Grantor at the time of leasing of a Restricted Unit and thereafter

at least annually on the basis of the current income of such Family. In initially verifying a Family's income, the Grantor shall examine the source documents evidencing annual income (e.g., wage statements, interest statements, unemployment compensation statements) for the Family.

13. Reporting Requirements.

A. **EOHLC Web-Based Report.** Annually, no later than September 30, Grantor shall submit to EOHLC, via the web-based annual reporting system located at https://hedhsgdevannualreport.azurewebsites.net, or as otherwise instructed, an annual report consisting of all data required by EOHLC regulations at 760 CMR 61.00 promulgated pursuant to Chapter 334 of the Acts of 2006 and all applicable EOHLC directives, guidelines and forms as may be amended from time to time. The Grantor shall collect said data for the express purpose of reporting to EOHLC, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.

B. **Annual Report.** Annually, no later than September 30, Grantor shall submit to each Holder an annual report consisting of the following:

(i) Annual adjusted income of each Family occupying a Restricted Unit.

(ii) Monthly gross rents (rents plus utility allowances, if applicable) for all Restricted Units, such rents to be consistent with the schedule of maximum rents published annually by EOHLC. The rent schedule shall include the maximum rents applicable to Restricted Units under Section 3 as well as the actual rents to be charged to over-income Families under Section 3.

(iii) The Grantor's certification, made to the best knowledge and belief of the officer or individual signing such certification, that:

(a) The Property continues to be used for the Permitted Uses.

(b) The Property continues to contain the required number of Low Income Units and Extremely Low Income Units and to comply with the rent and other restrictions applicable to such Restricted Units.

(c) Grantor has not transferred, pledged or encumbered any interest in the Property, except as specifically provided in, and in accordance and compliance with the terms of, this Restriction.

(d) Grantor has caused the Property to be maintained in a manner consistent with the Statutes, Regulations and Guidelines and no children under six years old reside in or occupy the Property within the meaning of the Lead Paint Law or, if such children do reside in or occupy the Property, that the Property is in compliance with the Lead Paint Law.

(e) The information submitted pursuant to this Paragraph B is true and accurate.

C. **Confidentiality.** The Holders and the Grantor shall treat as confidential any of the foregoing information relating to a specific Resident or Unit in compliance with all applicable state and federal statutes and regulations, including M.G.L. c. 66A, and shall implement adequate systems

and procedures for maintaining the confidentiality of such information (but the Holders and the Grantor may release general statistical and other information about the Property, so long as the privacy rights and interests of the individual Residents are protected). The Holders and the Grantor shall not use any of the foregoing information in Paragraph A.(iii) for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause a Holder or Grantor to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

D. **Additional Reports.** Grantor shall prepare and submit to the Holders such additional reports as any Holder may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.

E. **Records.** The Grantor shall maintain as part of its records (i) copies of all leases of Restricted Units; (ii) all initial and annual income certifications by Residents of Restricted Units and (iii) such additional records as any Holder may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.

F. **Additional Reporting Requirements.** Additional reporting requirements are stipulated in the Loan Agreement.

14. No Demolition. The Grantor shall not demolish any part of the Improvements or substantially subtract from any real or personal property included within the Property except in conjunction with renovation or rehabilitation of the Units or construction of a new project on the Property, in either case subject to the prior written consent of all Holders, which consent may be granted or withheld in a Holder's sole judgment.

15. Casualty. The Grantor represents, warrants and agrees that if the Property, or any part thereof, shall be damaged or destroyed, the Grantor (subject to the approval of the lender(s) providing financing) will use its best efforts to repair and restore the Units to substantially the same condition as existed prior to the event causing such damage or destruction, and the Grantor represents, warrants and agrees that the Units shall thereafter continue to operate in accordance with the terms of this Restriction.

16. Inspection. The Grantor hereby grants to each Holder and its duly authorized representatives the right to enter the Property (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Property to determine compliance with this Restriction or any other agreement between the Grantor and such Holder and (b) after thirty (30) days' prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

17. Enforcement. Upon violation by the Grantor of any of the provisions of this Restriction that remains uncured for more than thirty (30) days after notice thereof from any Holder (or for such longer period not to exceed thirty (30) days as shall be reasonably required under the circumstances to cure such violation, provided that the Grantor has commenced the cure of such violation within the initial thirty (30) day period and is thereafter diligently pursuing the cure to completion), any Holder, at its option (without liability to any party for failure to do so), may apply to any court,

state or federal, for specific performance of this Restriction or an injunction against any violation of this Restriction, or for such other relief as may be appropriate, since the injury arising from the default under any of the terms of this Restriction would be irreparable and the amount of damage would be difficult to ascertain and may not be compensable by money alone. In each such default notice, the Holder giving such notice shall specify the violation in question and the actions such Holder believes are necessary and feasible to remedy such violation. No waiver by a Holder of any breach of this Restriction shall be deemed a waiver of such breach by any other Holder or a waiver of any other or subsequent breach. No act or omission by any Holder, other than a writing signed by it waiving a breach by the Grantor in accordance with the next Section hereof, shall constitute a waiver thereof. Any Holder shall be entitled to recover from the Grantor all of such Holder's reasonable costs of an action for enforcement of this Restriction, including reasonable attorneys' fees (including the time of any in-house counsel of a Holder charged at the same rate as comparable outside attorneys). By its acceptance of this Restriction, no Holder undertakes any liability or obligation relating to the condition of the Property. Without limiting any other rights or remedies available to a Holder, any transfer of all or any other portion of the Property in violation of the provisions hereof, in the absence of a certification from all Holders approving, or waiving any restrictions with respect to, the same, all as set forth above, shall, to the maximum extent permitted by law, be voidable by any Holder, by suit in equity to enforce the restrictions hereof.

18. Compliance Certification. Upon written request therefor, a Holder shall provide a statement in form acceptable for recording certifying that the Grantor is in full compliance with the provisions hereof as relate to that Holder, provided such Holder believes that the Grantor is so in compliance. Upon receipt of a written request therefor, if a Holder shall believe that the Grantor is not so in compliance, such Holder shall provide such a recordable certification specifying in detail the section or sections hereof with which such Holder believes the Grantor not to be in compliance. Any third party dealing with the Grantor may rely for all purposes on the truth and completeness of such a certification of a Holder.

19. Senior Lender Foreclosure.

A. Notwithstanding anything herein to the contrary, but subject to the provisions of this Section, including, without limitation, the provisions of Section 19.D, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional or governmental lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, and provided that the holder of such mortgage has given the Holders not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure to attempt to structure a workout or other arrangement to avoid such foreclosure, conveyance in lieu of foreclosure, or similar remedial action, then except as provided below, the rights and restrictions herein contained shall not apply to such mortgage holder upon such acquisition of the Property or to any purchaser of the Property from such mortgage holder, and such Property shall, subject to Paragraph B. below, thereafter be free from all such rights and restrictions. Notwithstanding the foregoing, the rights and restrictions contained herein

shall terminate only to the extent it is financially infeasible to maintain the level of affordability required by this Restriction or some lesser level of affordability (i.e., fewer Restricted Units or Restricted Units affordable to Families with higher Household Incomes than those required by this Restriction). "Financially infeasible" shall mean (i) with respect to the operation of the Property, that the rent and other income from the Property is, or is reasonably projected to be, less than the reasonable expenses required (or reasonably projected to be required) to maintain and operate the Property and (ii) with respect to a sale of the Property, that the restrictions would prevent (or be reasonably projected to prevent) the senior mortgage holder from recovering all amounts due and owing with respect to its financing of the Property, including without limitation, principal, interest, charges, costs, expenses, late fees and prepayment premiums. Financial infeasibility shall be determined by the senior mortgage holder in its sole discretion after consultation with the Holders. The senior mortgage holder shall notify the Holders of the extent to which the rights and restrictions contained herein shall be terminated and the Grantor agrees to execute any documents required to modify this Restriction to conform to the senior mortgage holder's determination. The Grantor hereby irrevocably appoints any senior mortgage holder and each of the Holders, its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such documents on behalf of the Grantor should the Grantor fail or refuse to do so.

B. The rights and restrictions contained herein shall not lapse if the Property is acquired through foreclosure or deed in lieu of foreclosure by (i) the Grantor, (ii) any person with a direct or indirect financial interest in the Grantor, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if the Property is subsequently acquired by a Related Party during the period in which this Restriction would have remained in effect but for the provisions of this Section, this Restriction shall be revived and shall apply to the Property as though it had never lapsed.

C. In the event such mortgage holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Holders in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Holders pursuant to this Section in connection with such proceeding, provided that in the event that such excess shall be so paid to the Holders by such mortgage holder, the Holders shall thereafter indemnify such mortgage holder against loss or damage to such mortgage holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such mortgage holder to the Holders in accordance herewith, provided that such mortgage holder shall give the prompt notice of any such claim and shall not object to intervention by the Holders in any proceeding relating thereto. The Holders

shall share any such excess pro rata in proportion to the respective amounts of principal and interest (if any) then outstanding on their portions of the Loan and the liability of a Holder under the foregoing indemnity shall be limited to the amount of such excess received by it. To the extent the Grantor possesses any interest in any amount which would otherwise be payable to the Holders under this Paragraph, to the full extent permissible by law, the Grantor hereby assigns its interest in such amount to said mortgage holder for payment to the Holders.

D. It is hereby agreed, notwithstanding the provisions of Section 19.A, or any other provision in this Restriction to the contrary, the rights and affordability restrictions affecting the Municipal Units~~restricted units~~, as set forth on Exhibits C and C-1 (the "~~Restricted~~ Municipal Units"), shall not lapse with respect to the ~~Restricted~~ Municipal Units if the Grantor's interest in the Property is acquired through foreclosure or similar remedial action under the provisions of any mortgage or upon the conveyance of the Grantor interest in lieu of foreclosure, without regard to whether it is financially infeasible to maintain the level of affordability required by the restrictions on the Municipal~~Restricted~~ Units, including, without limitation, the provisions of Sections 3B and 3C, shall remain in effect in perpetuity or the longest time permitted by law, which shall be no less than the Affordability Term or the Term of the Ground Lease. The provisions hereof shall survive the expiration and/or termination of this Restriction and constitute a binding affordable housing restriction between Grantor and the Municipality for the term stated herein, provided, however, that Grantor shall, at the ~~Town's~~ Municipality's written request, enter into and grant the Town an affordable housing restriction substantially on the terms set forth herein.

E. This Restriction is senior to the MHP first mortgage loan, as the same may be amended, modified or restated. MHP may terminate, modify or subordinate this Restriction in accordance with and subject to the requirements set forth in Paragraphs A. through D. above. The Grantor agrees to execute any documents required so to terminate, modify or subordinate this Restriction. The Grantor understands and agrees that, in the event of foreclosure of the MHP first mortgage loan and the exercise by MHP of the Power of Sale therein, the Property will be sold subject to the restrictions imposed hereby, unless MHP exercises its rights to terminate, modify or subordinate this Restriction prior to such sale. The Grantor hereby irrevocably appoints MHP, or any agent designated by MHP, its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such documents on behalf of the Grantor should the Grantor fail or refuse to do so.

20. Notices. Except for any notice required under applicable law to be given in a different manner, any notice, request or other communication which any party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses first set forth above, or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by any of the foregoing methods shall be deemed given upon documented receipt or refusal. The Holders shall use reasonable efforts to send courtesy copies of all notices sent to

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the Grantor to the Grantor's investor at the address set forth below, provided that any failure to send such a courtesy copy shall not affect the validity of any notice: MCI Cloverleaf, LLC, 410 Monon Boulevard, 4th Floor, Carmel, Massachusetts 46032.

21. Successors and Assigns; No Third-Party Beneficiaries. This Restriction shall be binding upon the Grantor and its successors and assigns, and shall burden the Property as specified herein. This Restriction shall also be binding upon the Holders, and shall inure to the benefit of their successors and assigns, provided that a Holder shall not voluntarily assign its rights hereunder unless (a) such Holder believes in good faith that it is no longer reasonably capable of performing its duties hereunder, and (b) such assignment shall be to a governmental body or an entity of a similar character and purposes to such Holder which is reasonably capable of performing such duties hereunder (except that EOHLC's rights with respect to the Purchase Option and First Refusal Right are assignable, as set forth herein).

22. Severability; Construction. All rights, powers and remedies provided herein may be exercised only to the extent that exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Restriction invalid, unenforceable or not entitled to be recorded, registered or filed under applicable law. If any provision or part hereof shall be affected by such holding, the validity of other provisions of this Restriction and of the balance of any provision held to be invalid, illegal or unenforceable, in part only, shall in no way be affected thereby, and this Restriction shall be construed as if such invalid, illegal, or unenforceable provision or part hereof had not been contained herein. In the event of any actual or potential inconsistency between the terms of this Restriction and any of the Statutes and/or the Regulations, such terms shall be interpreted, to the extent reasonably possible, so as to reconcile any such inconsistencies. If such provisions cannot reasonably be reconciled, the provisions of the Statutes, the Regulations and this Restriction, in the foregoing order of priority, shall control.

23. Governing Law. This Restriction shall be governed by the laws of The Commonwealth of Massachusetts. Inasmuch as the restrictions contained herein have been imposed upon the Property in part to satisfy requirements of various governmental bodies referred to herein, including, without limitation, EOHLC, the restrictions contained herein are intended to be construed as a restriction held by a governmental body with the benefit of Section 26 of Chapter 184 of the Massachusetts General Laws as existing as of the date hereof, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law, but rather shall run for the full term thereof.

24. Recording. The Grantor, at its cost and expense, shall cause this Restriction and any amendment hereto to be duly recorded with the Registry of Deeds (and if necessary or appropriate, re-recorded), shall pay or cause to be paid all recording, filing, or other taxes, fees and charges and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Holders and their successors and assigns to enforce this Restriction.

25. Further Assurances. Each Holder is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Restriction; and the Grantor on behalf of itself and its successors and assigns appoints each Holder its attorney-in-fact to execute, acknowledge and

deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees to execute any such instruments upon request. The benefits of this Restriction shall be in gross and shall be assignable by any Holder. The Grantor and the Holders intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

26. Counterparts. This Restriction may be executed in several counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one instrument. In making proof of this Restriction, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Restriction is sought.

27. MHP Assignment to EOHLC. If Massachusetts Housing Partnership Fund Board, as agent for HSITF, assigns to EOHLC its rights under that certain Mortgage, Security Agreement and Conditional Assignment of Leases and Rents dated of even date herewith by Grantor in favor of the Holders, then upon the recordation of such assignment, all rights hereunder with respect to the HSF Program shall automatically vest in EOHLC and the Massachusetts Housing Partnership shall no longer act as agent for HSITF hereunder.

28. Incorporation of Exhibits and Riders. Any and all exhibits and riders attached hereto or otherwise referenced herein are hereby incorporated by reference, the same as if each were fully set forth herein.

29. Amendment; Waiver; Consents. This Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written signature of Massachusetts Housing Partnership Fund Board, as agent for The Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F as agent for all Holders, provided, however, that no amendments affecting the ~~Restricted~~ Municipal Units and/or the provisions of Section 19D shall take effect without the prior written consent and signature of the ~~Town of Truro~~Municipality, and in no event shall the expiration or earlier termination of this Agreement affect Grantor's obligations to the Municipality under Section 19.D with respect to the Municipal Units. Any consent or approval by the Holders of this Restriction shall be communicated by Massachusetts Housing Partnership Fund Board, as agent for The Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities under the Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F as agent for all Holders.

No documentary stamps are required as this Restriction is not being purchased by the Holders.

[SIGANTURE(S) APPEAR ON THE FOLLOWING PAGE(S)]

Executed under seal as of the date set forth above.

CLOVERLEAF TRURO LLC, a Massachusetts limited liability company

By: CLOVERLEAF TRURO MM LLC, its Managing Member

By: _____
Name: _____
Its: Authorized Agent

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as Authorized Agent of Cloverleaf Truro MM LLC, the Managing Member of Cloverleaf Truro LLC, for its stated purpose as the voluntary act of Cloverleaf Truro LLC.

_____
Notary Public
My commission expires:

EXHIBIT A	Property Description
EXHIBIT B	Projected Initial Rent Schedule for Units Other Than Home Assisted Units
EXHIBIT B-1	Projected Initial Rent Schedule for \ Home Assisted Units
EXHIBIT C	Initial Affordability Matrix
EXHIBIT C-1	Post-HAP Affordability Matrix
EXHIBIT D	Additional Definitions

EXHIBIT A : PROPERTY DESCRIPTION

EXHIBIT B : PROJECTED INITIAL RENT SCHEDULE FOR UNITS OTHER THAN HOME ASSISTED UNITS

(Rents assume that the Grantor pays all utilities. An allowance for any utilities paid by tenants must be deducted from these rents. Utility allowances are to be established by the Holders using the HUD guidance pursuant to 24 CFR 92.252 (d).)

	INCOME LEVEL				
UNIT TYPE	**EXTREMELY LOW INCOME**	**VERY LOW INCOME**	**LOW INCOME**	**MODERATE INCOME**	**HIGH MODERATE INCOME**
SRO	$665.00	$1,107.00	$1,329.00	$1,712.00	$2,436.00
STUDIOS	$665.00	$1,107.00	$1,329.00	$1,712.00	$2,436.00
1-BR	$712.00	$1,186.00	$1,424.00	$1,834.00	$2,611.00
2-BR	$855.00	$1,423.00	$1,708.00	$2,201.00	$3,132.00
3-BR	$988.00	$1,646.00	$1,975.00	$2,543.00	$3,621.00
4-BR	$1,102.00	$1,836.00	$2,203.00	$2,836.00	$4,039.00

EXHIBIT B-1: PROJECTED INITIAL RENT SCHEDULE FOR HOME ASSISTED UNITS

(Rents assume that the Grantor pays all utilities. An allowance for any utilities paid by tenants must be deducted from these rents. Utility allowances are available from the local housing authority.) For Studios without both a kitchen and bathroom (i.e. an SRO), the rent will be 75% of the Fair Market Rent for a Studio.

	INCOME LEVEL	
UNIT TYPE	VERY LOW INCOME	LOW INCOME
STUDIOS	$1,007.00	$1,290.00
1-BR	$1,079.00	$1,383.00
2-BR	$1,295.00	$1,662.00
3-BR	$1,496.00	$1,911.00
4-BR	$1,670.00	$2,113.00

EXHIBIT C: INITIAL AFFORDABILITY MATRIX -- NOTE THAT IN ORDER TO SATISFY THE AFFORDABILITY REQUIREMENTS OF THE MHP FIRST MORTGAGE LOAN AT LEAST EIGHTEEN OF THE TOTAL UNITS SHALL BE LOW INCOME UNITS.

		INCOME CATEGORY				
NUMBER/SIZE OF UNITS REQUIRED BY	**TERM**	HIGH MODERATE INCOME (110% AMI)	MODERATE INCOME (80% AMI)	LOW INCOME (60% AMI)	VERY LOW INCOME (50% AMI)	EXTREMELY LOW INCOME (30% AMI)
AHT	40 years	____ SRO ____ Studio ____ 1-BR 3 2-BR 1 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 19 1-BR 10 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 3 1-BR 2 2-BR 1 3-BR ____ 4-BR
HSF	50 years	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 19 1-BR 10 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 3 1-BR 2 2-BR 1 3-BR ____ 4-BR
MHFA ARPA	[50 years]	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 19 1-BR 10 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 3 1-BR 2 2-BR 1 3-BR ____ 4-BR
BARNSTABLE COUNTY HOME	40 years	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 2 1-BR 3 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 3 1-BR 2 2-BR 1 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR
BARNSTABLE COUNTY ARPA	40 years	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 19 1-BR 10 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 3 1-BR 2 2-BR 1 3-BR ____ 4-BR
NFIT	40 years	____ SRO ____ Studio	____ SRO ____ Studio	____ SRO ____ Studio	____ SRO ____ Studio	____ SRO ____ Studio

		____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	12 1-BR 11 2-BR ____ 3-BR ____ 4-BR	____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	3 1-BR 2 2-BR 1 3-BR ____ 4-BR
Municipal Units	Perpetual	____SRO ____Studio _2___1-BR _2___2-BR ____3-BR ____4-BR	____SRO ____Studio _20__1-BR 7__2-BR 2__3-BR ____4-BR	____SRO ____Studio _1-BR _2-BR ___3-BR ____4-BR	____SRO ____Studio ____1-BR ____2-BR ____3-BR ____4-BR	____SRO ____Studio 3_1-BR 2_2-BR 1_3-BR ____4-BR
COMPOSITE		_____ SRO _____ STUDIO _____ 1-BR 2 2-BR 1 3-BR _____ 4-BR	_____ SRO _____ STUDIO _____ 1-BR _____ 2-BR _____ 3-BR _____ 4-BR	_____ SRO _____ STUDIO 19 1-BR 11 2-BR _____ 3-BR _____ 4-BR	_____ SRO _____ STUDIO _____ 1-BR _____ 2-BR _____ 3-BR _____ 4-BR	_____ SRO _____ STUDIO 3 1-BR 2 2-BR 1 3-BR _____ 4-BR

NOTE: As set forth in Section 2, the Property must include at least four (4) Units accessible to individuals with mobility impairments (consisting of 3 one-bedroom Units and 1 two-bedroom Unit) and at least one (1) additional Units accessible to individuals with sensory impairments (consisting of 1 one-bedroom Unit).

Exhibit C-1: POST-HAP AFFORDABILITY MATRIX -- NOTE THAT IN ORDER TO SATISFY THE AFFORDABILITY REQUIREMENTS OF THE MHP FIRST MORTGAGE LOAN AT LEAST EIGHTEEN OF THE TOTAL UNITS SHALL BE LOW INCOME UNITS.

		INCOME CATEGORY				
NUMBER/SIZE OF UNITS REQUIRED BY	**TERM**	HIGH MODERATE INCOME (110% AMI)	MODERATE INCOME (80% AMI)	LOW INCOME (60% AMI)	VERY LOW INCOME (50% AMI)	EXTREMELY LOW INCOME (30% AMI)
AHT	40 years	____ SRO ____ Studio ____ 1-BR 3 2-BR 1 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 19 1-BR 10 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 3 1-BR 2 2-BR 1 3-BR ____ 4-BR
HSF	50 years	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 19 1-BR 10 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 3 1-BR 2 2-BR 1 3-BR ____ 4-BR
MHFA ARPA	[50 years]	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 19 1-BR 10 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 3 1-BR 2 2-BR 1 3-BR ____ 4-BR
BARNSTABLE COUNTY HOME	40 years	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____SRO ____Studio 41-BR 42-BR ____3-BR ____4-BR	____SRO ____Studio 11-BR 22-BR ____3-BR ____4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR
BARNSTABLE COUNTY ARPA	40 years	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 19 1-BR 10 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio ____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ SRO ____ Studio 3 1-BR 2 2-BR 1 3-BR ____ 4-BR
NFIT	40 years	____ SRO ____ Studio	____ SRO ____ Studio	____ SRO ____ Studio	____ SRO ____ Studio	____ SRO ____ Studio

		____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	12 1-BR 11 2-BR ____ 3-BR ____ 4-BR	____ 1-BR ____ 2-BR ____ 3-BR ____ 4-BR	3 1-BR 2 2-BR 1 3-BR ____ 4-BR
Municipal Units	Perpetual	____SRO ____Studio _2___1-BR _2___2-BR ____3-BR ____4-BR	____SRO ____Studio _20__1-BR 7__2-BR 2__3-BR ____4-BR	____SRO ____Studio _1-BR _2-BR ___3-BR ____4-BR	____SRO ____Studio ____1-BR ____2-BR ____3-BR ____4-BR	____SRO ____Studio 3_1-BR 2_2-BR 1_3-BR ____4-BR
COMPOSITE		_____ SRO _____ STUDIO _____ 1-BR 2 2-BR 1 3-BR _____ 4-BR	_____ SRO _____ STUDIO _____ 1-BR _____ 2-BR _____ 3-BR _____ 4-BR	_____ SRO _____ STUDIO 19 1-BR 11 2-BR _____ 3-BR _____ 4-BR	_____ SRO _____ STUDIO _____ 1-BR _____ 2-BR _____ 3-BR _____ 4-BR	_____ SRO _____ STUDIO 3 1-BR 2 2-BR 1 3-BR _____ 4-BR

EXHIBIT D: ADDITIONAL DEFINITIONS

Following are additional definitions used in this Affordable Housing Restriction:

Administrator: shall mean Massachusetts Housing Finance Agency, a body politic and corporate and a public instrumentality of The Commonwealth of Massachusetts, or its successors and assigns as applicable.

"AHT Guidelines" shall mean the guidelines issued by EOHLC regarding the AHT Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"AHT Program" shall mean the Affordable Housing Trust Fund loan program established under the AHT Statute under which AHT makes loans available to sponsors of affordable housing for Low Income and Extremely Low Income Families.

"AHT Statute" shall mean the Massachusetts Affordable Trust Fund Statute, M.G.L. c.121D.

"Area" shall mean Barnstable, MA MSA.

"ARPA Program" shall mean American Recovery Plan Act loan program, under which (i) EOHLC contracts to make funds available through MHFA and other financial intermediaries, for such financial intermediaries to loan to sponsors of certain types of affordable housing, subject to and in accordance with the provisions of the ARPA Statute, and (ii) the Barnstable County ARPA Lender makes loans to sponsors of certain types of affordable housing, subject to and in accordance with the provisions of the ARPA Statute.

"ARPA Regulations" shall mean the regulations relating to the ARPA Program issued by the United States Department of the Treasury at 31 CFR Part 35 in effect as of January 27, 2022, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"ARPA Statute" shall mean Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021, as allocated in the Commonwealth of Massachusetts by Section 2A of Chapter 102 of the Acts of 2021 (line item 1599-2022), as each may be amended, supplemented, replaced or otherwise modified from time to time.

"Bedroom Adjusted AMI" applicable to a Unit shall mean the median income for the Area, with adjustments for the number of bedrooms in such Unit, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended. For purposes of adjustments for the number of bedrooms in a Unit, a Unit that does not have a separate bedroom is assumed to be occupied by one individual and a Unit with one or more separate bedrooms is deemed assumed to be occupied by 1.5 individuals for each bedroom (with the total number of individuals rounded up).

"Extremely Low Income Family" shall mean a Family whose Household Income is less than or equal to thirty percent (30%) of the Family-size Adjusted AMI.

"Fair Market Rent" shall mean the fair market rent in the Area for a comparably-sized dwelling as established by HUD under regulations promulgated at 24 C.F.R. §888.11 (or successor regulations),

minus a monthly allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family.

"Family" shall have the meaning set forth in 24 C.F.R. §5.403 (or any successor regulation). Notwithstanding the foregoing, a household comprised of a full-time student or students shall not qualify as a Family except as permitted under the federal low-income housing tax credit program pursuant to Section 42(i)(3)(D) of the Internal Revenue Code of 1986, as amended.

"Family-size Adjusted AMI" shall mean the median income for the Area, adjusted for family size, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended.

"Grantor" shall mean the Grantor named on the first page hereof or any successor or assign thereof permitted under Section 8 of this Restriction, including any party holding ownership interests in or with respect to the Property.

"Guidelines" shall mean the AHT Guidelines, the HOME Guidelines, the HSF Guidelines, and the NFIT Guidelines.

"High Moderate Income Family" shall mean a Family whose Household Income is less than or equal to one-hundred-ten percent (110%) of the Family-size Adjusted AMI.

"Holder" shall mean each of EOHLC, MHP, AHT, HSITF, the Barnstable County ARPA Lender, the Barnstable County HOME Lender, and MHFA ARPA Lender, or, as applicable, each successor or assign of the foregoing and "Holders" shall mean all of the foregoing parties, collectively.

"HOME Guidelines" shall mean the guidelines issued by EOHLC regarding the HOME Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HOME Program" shall mean the federal HOME Investment Partnerships Program under which the Barnstable County HOME Lender makes loans available to sponsors of certain types of affordable housing.

"HOME Regulations" shall mean 24 C.F.R. Part 92.

"Household Income" shall mean a Family's adjusted annual income determined in the manner set forth in 24 C.F.R. §5.609 (or any successor regulations).

"HSF Guidelines" shall mean the guidelines issued by EOHLC regarding the HSF Program, as the same may be amended, supplemented, replaced, or otherwise modified from time to time.

"HSF Program" shall mean Housing Stabilization Fund loan program, established for the purpose of facilitating the creation and preservation of affordable housing, under which EOHLC contracts to make funds available through MHP and other financial intermediaries, for such financial intermediaries to loan to sponsors of affordable housing for Low Income and Extremely Low Income Families, subject to and in accordance with the provisions of the HSF Statute.

"HSF Regulations" shall mean the regulations relating to the HSF Program promulgated by EOHLC at 760 Code of Massachusetts Regulations, Section 24.00 et. seq., as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HSF Statute" shall mean the Massachusetts Housing Stabilization and Investment Trust Fund Statute, M.G.L. c. 121F, as affected by and by Section 2 of Chapter 99 of the Acts of 2018 (budget line item 7004 0053), as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HUD" shall mean the United States Department of Housing and Urban Development.

"Improvements" shall mean the building or buildings on the Property presently containing, or after completion of the planned construction to contain, the number of Units indicated on the first page hereof, and all other authorized buildings, structures and improvements located on the Property from time to time, all equipment and fixtures therein, and any authorized repair, improvement, reconstruction, restoration, renovation, or replacement of a capital nature thereto or otherwise on the Property.

"Loan" shall mean collectively, the loans for the Project being provided to the Grantor under the Programs.

"Loan Documents" shall mean collectively, the documents evidencing and securing the Loan.

"Low Income Family" shall mean a Family whose Household Income is less than or equal to sixty percent (60%) of the Family-size Adjusted AMI.

"Moderate Income Family" shall mean a Family whose Household Income is less than or equal to eighty percent (80%) of the Family-size Adjusted AMI.

"NFIT Guidelines" shall mean any guidelines issued by EOHLC with respect to the NFIT Program.

"NFIT Program" shall mean the Non-Federal Investment Trust Fund under which EOHLC makes loans available to sponsors of certain types of affordable housing.

"Over-income Rent" shall mean, for a particular over-income Family, a monthly rent equal to the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of the Family's Household Income as recertified annually or (z) the comparable market rent for the Family's Unit, but in no event lower than the rent such Family was paying prior to becoming an over-income Family.

"Permitted Encumbrances" shall mean those encumbrances on the Property identified in the mortgage granted to the Holders of even or near date herewith.

"Permitted Uses" shall mean use of the Improvements for the number of rental Units indicated on the first page hereof, including the number of Restricted Units indicated on the first page hereof. Such Permitted Uses shall include activities and/or services of a nature to benefit the Residents of the Restricted Units.

"Programs" shall mean the AHT Program, the HSF Program, the ARPA Program, the HOME Program, and the NFIT Program.

"Property" shall mean that certain parcel or parcels of land located at the Property Address indicated on the first page hereof and more particularly described in Exhibit A attached hereto, together with all Improvements thereon.

"Registry of Deeds" shall mean the Barnstable Registry of Deeds.

"Regulations" shall mean the HSF Regulations, the ARPA Regulations, and the HOME Regulations.

"Residents" shall mean the lawful occupants of the Units.

"Restricted Unit" shall mean a Unit required by the terms hereof to be rented to a High Moderate Income Family, a Low Income Family or an Extremely Low Income Family.

"SRO Unit" shall mean a single-room (zero bedroom) Unit intended for occupancy by a single eligible Resident and that may contain partial food preparation and/or sanitary facilities.

"Statutes" shall mean the AHT Statute, the HSF Statute, and the ARPA Statute.

"Studio Unit" shall mean a single-room (zero bedroom) Unit that contains a complete kitchen and bathroom.

"Unit" shall mean any residential unit located on the Property.

"Very Low Income Family" shall mean a Family whose Household Income is less than or equal to fifty percent (50%) of the Family-size Adjusted AMI.

LOCAL REGULATORY AND USE AGREEMENT

This Local Regulatory and Use Agreement (this "Agreement") is entered into on this ___ day of December, 2024, by and between the **Town of Truro**, having a mailing address of 24 Town Hall Road, Truro, MA 02666 (the "Municipality"), and **Cloverleaf Truro LLC**, a Massachusetts limited liability company, having a mailing address of c/o Community Housing Resource, Inc., 36 Conwell Street, Provincetown, MA 02657, and its successors and assigns (the "Developer").

RECITALS

WHEREAS, the Developer is the owner of the property located at 22 Highland Street, Truro, Massachusetts, and described more particularly in the Notice of Ground Lease, recorded with the Barnstable County Registry of Deeds (the "Registry") in Book _____, Page _____ (as described more particularly in Exhibit A attached hereto and made a part hereof, the "Property"); and

WHEREAS, the Zoning Board of Appeals of the Municipality (the "Board of Appeals") issued a comprehensive permit for the Property pursuant to the G.L. c. 40B (the "Act"), by decision dated January 14, 2021, recorded with the Registry in Book 36669, Page 1, as amended by instrument dated January 22, 2024, recorded with the Registry in Book 36669, Page 33, and as amended by instrument dated June 24, 2024, recorded with the Registry in Book 36669, Page 38 (the "Comprehensive Permit"); and

WHEREAS, pursuant to the Comprehensive Permit, the Developer will construct and operate a forty-three (43) unit residential rental housing (the "Units") and commercial development on the Property, known as Cloverleaf (the "Project"), of which thirty-nine units (39) Units (collectively, the "Affordable Units") shall be restricted as follows: four (4) of the Units (the "Moderate Income Units") shall be rented in perpetuity to households having an income of no more than one hundred percent (100%) of the area median income (as defined more particularly herein, the "Moderate Income Tenants"), twenty-nine of the Units (the "Low Income Units") shall be rented in perpetuity to households having an income of no more than eighty percent (80%) of the area median income (as defined more particularly herein, the "Low Income Tenants"), and six (6) of the Units (the "Very Low Income Units") shall be rented in perpetuity to households having an income of no more than thirty percent (30%) of the area median income (as defined more particularly herein, the "Very Low Income Tenants"); and

WHEREAS, the Developer has applied for and received from the Massachusetts Executive Office of Housing and Livable Communities ("EOHLC") Low-Income Housing Tax Credits under Section 42 of the United States Internal Revenue Code of 1986 as amended, (the "Code") for the Project (the "LIHTC Program"); and

WHEREAS, EOHLC and the Developer have entered into a Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants, dated December _____, 2024 and recorded herewith (the "Tax Credit Agreement"), with EOHLC as the administrator of the LIHTC Program, which shall govern the affordability components of said Comprehensive Permit

for the term set forth in said Tax Credit Agreement provided that the Tax Credit Agreement is at least as restrictive as the Comprehensive Permit; and

WHEREAS, the parties recognize that the Municipality has an interest in preserving affordability of the Affordable Units and may offer valuable services in administration, monitoring and enforcement.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Municipality and the Developer hereby agree as follows:

DEFINITIONS

1. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

Act shall have the meaning given such term in the Recitals hereof.

Affordable Units shall have the meaning set forth in the Recitals above.

Annual Income shall be determined in the manner set forth in 24 C.F.R. 5.609 (or any successor regulations).

Approval Effective Date shall be the date on and from which the Developer will be required to seek the Municipality's approval and/or consent under the Affordability Commitments hereunder, as defined more particularly in Section 2 hereof.

Area shall mean the Truro MA HMFA, as designated by the Department of Housing and Urban Development ("HUD").

Area Median Income ("AMI") shall mean the median gross income for the Area, as determined from time to time by HUD, adjusted for family size.

Comprehensive Permit shall have the meaning given such term in the Recitals hereof.

Developer Party shall mean any partner, manager, member or any other related person of the Developer.

Event of Default shall mean a default in the observance of any covenant under this Agreement existing after the expiration of any applicable notice and cure periods.

Guidelines shall mean the Guidelines issued by EOHLC and entitled "G.L. c. 40B Comprehensive Permit Projects", as the same may be amended from time to time.

Housing Subsidy Program shall mean the LIHTC Program or any other state or federal housing subsidy program providing rental or other subsidy to the Property that contains

provisions comparable to or more restrictive than the Affordability Requirements set forth herein.

HUD shall mean the United States Department of Housing and Urban Development.

Lender shall mean the Permanent Lender.

Low Income Tenant shall mean occupant(s) of an Affordable Unit whose income on admission to the Project does not exceed 80 percent of the median gross income for the Area, adjusted for family size, as calculated by HUD from time to time, and meeting the other requirements of the Guidelines.

Low Income Unit shall be an Affordable Unit reserved for and occupied by a Low Income Tenant.

Mortgage shall mean the Permanent Mortgage, if any.

Moderate Income Tenant shall mean occupant(s) of an Affordable Unit whose income on admission to the Project does not exceed 100 percent of the median gross income for the Area, adjusted for family size, as calculated by HUD from time to time, and meeting the other requirements of the Guidelines.

Moderate Income Unit shall mean an Affordable unit reserved for and occupied by a Moderate Income Tenant.

Permanent Lender shall mean the lender(s) making the Permanent Loan to the Developer, and its successors and assigns, if any.

Permanent Loan shall mean the Permanent Loan made or committed to be made by the Permanent Lender to the Developer, if any.

Permanent Mortgage shall mean the mortgage from the Developer to the Permanent Lender securing the Permanent Loan, if any.

Plans and Specifications shall have the meaning set forth in Section 3(b) hereof.

Property shall have the meaning given such term in the Recitals hereof and as described in Exhibit A.

Regulations shall have the meaning given such term in Section 4(e) hereof.

SHI shall mean the Subsidized Housing Inventory.

Term shall have the meaning set forth in Section 17 hereof.

Very Low Income Tenants shall mean occupant(s) of an Affordable Unit whose income on admission to the Project does not exceed 30 percent of the median gross income for the Area, adjusted for family size, as calculated by HUD from time to time, and meeting the other requirements of the Guidelines.

Very Low Income Unit shall mean an Affordable Unit reserved for and occupied by a Very Low Income Tenant.

APPROVAL EFFECTIVE DATE

2. (a) The restrictions in this Agreement shall become effective as a permanent affordable housing restriction on the Property as of the date this Agreement is executed by the Municipality and the Developer, and the Municipality shall have the right to enforce the terms of this Agreement on and from the date hereof, except as provided below. However, in no event shall the Developer be required to seek the consent of the Municipality under the Affordability Commitments hereunder (that is, the Municipality's approval of the Rental Schedule under Section 4(e) and any amendments thereto, and/or the Municipality's approval of any amendments to the Tenant Selection Plan and/or the Affirmative Fair Housing Marketing Plan under Section 5, the "Municipal Approvals"), unless the Tax Credit Agreement is terminated, expires or is otherwise void or no longer in effect for any reason and there is then not on record any other regulatory agreement that contains the Affordability Commitments (defined below) hereunder that the Developer has entered into with another Subsidizing Agency or any other federal or state agency that performs duties similar to the duties of EOHLC under the Tax Credit Agreement (the "Substitute Regulatory Agreement"). For purpose of clarification, it is the intent of the parties that the Municipality may enforce the Developer's obligations hereunder upon the execution of this Agreement, but, for so long as the Developer is in compliance with the terms of the Comprehensive Permit and the Tax Credit Agreement, and is in compliance with the requirements of Section 2(b) below, the Developer does not need to obtain the Municipal Approvals. However, the Developer will be required to seek the Municipal Approvals from the date on which there is no recorded Tax Credit Agreement and/or Substitute Regulatory Agreement (individually, together, and/or collectively, a "Regulatory Agreement") encumbering the Property that is in effect (the "Approval Effective Date"). The recording of any Substitute Regulatory Agreement shall not terminate this Agreement; this Agreement shall expire only at the end of the Term.

(b) During the term of the Regulatory Agreement, the Developer shall provide the Municipality with such reports and other documents that the Developer provides to EOHLC or other Subsidizing Agency under the Regulatory Agreement simultaneously with the provision of such reports and other documents to EOHLC or other Subsidizing Agency.

(c) The parties hereby also expressly acknowledge that nothing in this Agreement shall interfere with or in any way limit or impair the Municipality's right to enforce the terms of the Comprehensive Permit at any time, which right is independent of the Municipality's right to enforce this Agreement.

UNIT OBLIGATIONS

3. (a) All Affordable Units included as part of the Property must be similar in exterior appearance to other units in the Property and shall be dispersed throughout the Property. In addition, all Affordable Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and sanitary facilities, as more fully shown in the Plans and Specifications (as defined below). The interiors of the Affordable Units must be of good quality. The Property must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Property is exempted from such compliance by the Comprehensive Permit, the Property must also comply with all applicable local codes, ordinances and by-laws. The Property shall consist of no more than forty-three (43) residential dwellings, with a maximum of ____ bedrooms, with the following bedroom mix: ____ one-bedroom units, ___ two-bedroom units, and ____ three-bedroom units.

(b) The Developer shall provide to the Municipality evidence that the final plans and specifications for the location of the Affordable Units within the Property comply with the requirements of the Comprehensive Permit ("Plans and Specifications").

(c) Unless the same shall be modified by a change to the Comprehensive Permit approved by the Board of Appeals for the Municipality, the bedroom mix and minimum areas for the Affordable Units shall be consistent with the bedroom mix and minimum areas specified in the Comprehensive Permit as of the date hereof.

(d) The Affordable Units and the remaining units shall be included in the SHI maintained by the EOHLC, and the Developer shall ensure that said units remain in the SHI for the Term hereof provided that the Regulations permit including said units on the SHI.

USE RESTRICTION/RENTALS AND RENTS

4. (a) The Developer shall, during the Term hereof, rent the Moderate Income Units to Moderate Income Tenants, rent the Low Income Units to the Low Income Tenants, and rent the Very Low Income Units to the Very Low Income Tenants, on the terms and conditions set forth in the Comprehensive Permit, the Regulatory Agreement, and subject to the limitation set out in Section 2 hereof, this Agreement, whichever is more restrictive. In fulfilling the foregoing requirement, the Developer will accept referrals of tenants from the Public Housing Authority in the Municipality and will not unreasonably refuse occupancy to any prospective tenants so referred who otherwise meet the requirements of the tenant selection plan set forth in the Regulatory and Use Agreement.

(b) The annual rental expense for the Moderate Income Units, the Low Income Units, and the Very Low Income Units (equal to the gross rent plus allowances for all tenant-paid utilities, including tenant-paid heat, hot water and electricity) shall not exceed thirty percent (30%) of income of the Moderate Income Tenants, the Low Income Tenants, and the Very Low Income Tenants, respectively, adjusted for household size, and the annual rental expense for each

Low Income Unit (equal to the gross rent plus allowances for all tenant-paid utilities, including tenant-paid heat, hot water and electricity). If rentals of the Affordable Units are subsidized under any Housing Subsidy Program that are as restrictive as the terms set forth in the Comprehensive Permit, then the rent applicable to the Affordable Units may be equal to that permitted by such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement, except as allowed under the LIHTC Program. The Developer represents, warrants and covenants that the determination of whether a tenant is a Moderate Income Tenant, a Low Income Tenant or a Very Low Income Tenant shall be made by the Developer at the time of leasing of the applicable Affordable Unit. In initially verifying a household's income, the Developer shall examine the source documents evidencing annual income (e.g. wage statements, interest statements, unemployment compensation statements) for the household.

(c) If, after initial occupancy, the income of a tenant of an Affordable Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted (for the Moderate Income Units), one hundred twenty percent (120%) (for the Low Income Units), or one hundred percent (100%) of the maximum income permitted (for the Very Low Income Units), or (ii) the Developer rents the next available unit at the Property as an Affordable Unit in conformance with Section 4(a) of this Agreement, or otherwise demonstrates compliance with Section 4(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in an Affordable Unit increases, and as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant as set forth in Section 4(c) above, Developer will comply with the requirements of the LIHTC program whereby the next available market unit in the same building will be rented to a qualified household. Then, if permitted in the tenant's lease, the tenant of the Affordable Unit with income exceeding the maximum income set forth in Section 4(c) above may be charged market rent.

(e) Rentals for the Affordable Units shall be consistent with the Rental Schedule under the Tax Credit Agreement, and, upon the expiration thereof, with the terms and provisions of any applicable Housing Subsidy Program, or, if no such Housing Subsidy Program exists, with the Comprehensive Permit, this Agreement, and Guidelines for G.L. c. 40B Comprehensive Permit Projects (the "Guidelines") and the regulations thereunder (the "Regulations", and, collectively with the Comprehensive Permit, this Agreement, and the Guidelines, the "Affordability Requirements"). The Developer shall annually submit to the Municipality a proposed schedule of monthly rents and utility allowances for all Affordable Units in the Property. It is understood that such review rights shall be with respect to the maximum rents for all the Affordable Units, and not with respect to the rents that may be paid by individual tenants in any given unit; however, said schedule shall list the rent charged by the Developer for the Affordable Units. Rents for the Affordable Units shall not be increased above such maximum monthly rents without the Municipality's prior approval of either (i) a specific request by the Developer for a rent increase; or (ii) the next annual schedule of rents and allowances as set forth in the preceding sentence. Notwithstanding the foregoing, rent increases shall be subject to the

provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by the Developer to all affected tenants. If the Municipality fails to respond to a submission of the proposed schedule of rents for the Affordable Units as set forth above within thirty (30) days of the Municipality's receipt thereof, the Municipality shall be deemed to have approved the submission provided that rents for the Affordable Units shall not be increased above the maximum monthly rents for the applicable Affordable Units set forth in Section 4(b).

(f) The Developer shall obtain income certifications satisfactory in form and manner to the Municipality at least annually for all Moderate, Low, and Very Low Income Tenants. Said income certifications shall be kept by the management agent for the Property and made available to the Municipality upon request.

(g) This Agreement shall restrict or limit the dividend or profit of the Developer only if and as required under the Act and the Affordability Requirements, and no independent limitation on dividends or profits is imposed hereunder.

TENANT SELECTION AND OCCUPANCY

5. The Developer shall use its good faith and commercially diligent efforts during the Term of this Agreement to maintain all the Affordable Units within the Property at full occupancy as set forth in Section 4 hereof. In renting the Affordable Units, the Developer shall comply with the Tenant Selection Plan and Affirmative Fair Housing Marketing Plan as such terms are used or defined in the Tax Credit Agreement, which are incorporated herein by reference with the same force and effect as if set out in this Agreement, which Tenant Selection Plan and Affirmative Fair Marketing Plan may be thereafter amended only with the Municipality's prior written consent.

6. Occupancy agreements for Affordable Units shall meet the requirements of the Affordability Requirements. The Developer shall enter into a lease with each tenant for a minimum term of one year. The lease shall contain clauses, among others, wherein each resident of such Affordable Unit:

(a) certifies the accuracy of the statements made in the application and income survey;

(b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from the Developer and/or the Municipality, and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

(c) agrees that at such time as the Developer and the Municipality may direct, but at least annually, he or she will furnish to the Developer and/or the Municipality certification of then current family income, with such documentation as the Municipality shall reasonably require; and agrees to such charges as the Municipality has previously approved for any facilities

and/or services which may be furnished by the Developer or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time pursuant to Section 4 above.

The provisions of Sections 2 through 6 of this Agreement are referred to herein as the "Affordability Commitments".

MANAGEMENT OF THE PROPERTY

7. The Developer shall maintain the Property in good physical condition in accordance with the requirements of the Tax Credit Agreement and the Affordability Requirements, whichever is more stringent, and the requirements and standards of the Lender, ordinary wear and tear and casualty excepted. The Developer shall provide for the management of the Property in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing.

CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS

8. The Developer shall provide the Municipality with sixty (60) days' prior written notice of:

(a) the conveyance, assignment, transfer, ground lease or exchange of all or a portion of the Property, but specifically excluding leases to residential tenants; or

(b) any change, substitution or withdrawal of any general partner, manager, or agent of the Developer; or

(c) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement, or a conveyance of Beneficial Interests to a Developer Party).

The Developer agrees to secure from the transferee a written agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement. For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation. The Developer hereby agrees that it shall provide copies of any and all written notices received by the Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under its mortgage.

BOOKS AND RECORDS

9. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Developer's compliance with the requirements of this Agreement shall at all times be kept separate and identifiable from any other business of the Developer which is unrelated to the Property, and shall be maintained, as required by applicable regulations and/or guidelines issued by the Municipality from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the Municipality. Failure to keep such books and accounts and/or make them available to the Municipality will be an Event of Default hereunder if such failure is not cured to the satisfaction of the Municipality within thirty (30) days after the giving of notice to the Developer.

ANNUAL FINANCIAL REPORT

10. Within one hundred twenty (120) days following the end of each fiscal year of the Property, the Developer shall furnish the Municipality with a complete annual financial report for the Property based upon an examination of the books and records of the Developer containing a detailed, itemized statement of all income and expenditures, prepared and certified by a certified public accountant in accordance with the reasonable requirements of the Municipality which include: (i) financial statements submitted in a format acceptable to the Municipality; and (ii) the financial report on an accrual basis and in conformity with generally accepted accounting principles applied on a consistent basis. A duly authorized agent of the Developer must approve such submission in writing. The provisions of this paragraph may be waived or modified by the Municipality.

FINANCIAL STATEMENTS AND OCCUPANCY REPORTS

11. At the request of the Municipality, the Developer shall furnish financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the development and operation of the Property as it pertains to the Developer's compliance with the requirements of this Agreement.

NO CHANGE OF PROPERTY'S USE

12. Except to the extent permitted in connection with a change to the Comprehensive Permit approved in accordance with the Regulations or as set forth in Section 21 below, the Developer shall not, without prior written approval of the Municipality and an amendment to the Agreement, change the type or number of the Affordable Units. The Developer shall not permit the use of the dwelling accommodations of the Property for any purpose except residences and any other use permitted by the Comprehensive Permit. The Developer shall keep the dwelling accommodations rental units so long as the Property does not conform to the Municipality's zoning bylaw.

NO DISCRIMINATION

13. (a) There shall be no discrimination upon the basis of race, color, creed, religious creed, national origin, sex, sexual orientation, age, ancestry, handicap, or marital status or any other basis prohibited by law in the lease, use, or occupancy of the Property (provided that if the Property qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the operation and management of the Property.

(b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, creed, color, religion, disability, sex, sexual orientation, national origin, age, familial status, or any other basis prohibited by law and providing for nondiscrimination and equal opportunity in housing, including without limitation in the implementation of any local preference established under the Comprehensive Permit. Failure or refusal to comply with any such provisions shall be a proper basis for the Municipality to take any corrective action it may deem necessary.

DEFAULTS; REMEDIES

14. (a) If any default, violation, or breach of any provision of this Agreement by the Developer is not cured to the satisfaction of the Municipality within thirty (30) days after the giving of notice to the Developer as provided herein, then at the Municipality's option, and without further notice, the Municipality may either terminate this Agreement, or the Municipality may apply to any state or federal court for specific performance of this Agreement, or the Municipality may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct noncompliance with this Agreement. If the default cannot reasonably be cured within the thirty (30)-day period for no fault of the Developer, said thirty (30) day cure period set forth in this paragraph shall be extended, with the Municipality's prior written consent, which shall not be unreasonably withheld, for such period of time as may be necessary to cure such a default so long as the Developer is diligently prosecuting such a cure.

(b) If the Municipality elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof, then whether the Affordable Units continue to be included in the Subsidized Housing Inventory (as defined in the Act) maintained by EOHLC for purposes of the Act shall from the date of such termination be determined solely by EOHLC according to the rules and regulations then in effect.

(c) In the event the Municipality brings an action to enforce this Agreement and prevails in any such action, the Municipality shall be entitled to recover from the Developer all of the Municipality's out of pocket reasonable costs of an action for such enforcement of this Agreement, including reasonable attorneys' fees.

(d) The Developer hereby grants to the Municipality or its designee the right to enter upon the Property from time to time for the purpose of inspecting the Property and enforcing the terms of this Agreement and/or preventing, remediating or abating any violation of this Agreement.

MONITORING AGENT; FEES; SUCCESSOR SUBSIDIZING AGENCY

15. The Municipality intends to monitor the Developer's compliance with the requirements of this Agreement. The Developer hereby agrees to pay reasonable fees for monitoring services hereunder provided by the Municipality consistent with monitoring fees charged by EOHLC under the Tax Credit Agreement. Notwithstanding the foregoing, the Developer shall not be obligated to pay any fees under this Section 15 so long as the Tax Credit Agreement is in effect.

16. In the event that there is no Housing Subsidy Program in effect and/or no monitoring services provided thereunder, the Municipality shall have the right to engage a third party (the "Monitoring Agent") to monitor compliance with all or a portion of the ongoing requirements of this Agreement on behalf the Municipality. In carrying out its obligations as a Monitoring Agent, the third party shall apply and adhere to the standards and policies of EOHLC related to the administrative responsibilities of Subsidizing Agencies. The Municipality shall notify the Developer in the event the Municipality engages a Monitoring Agent. In no event shall multiple Monitoring Agents be engaged to monitor compliance with the ongoing requirements of this Agreement and the Tax Credit Agreement. In the event that the Municipality engages a Monitoring Agent, (i) as compensation for providing these services, the Developer hereby agrees to pay to the Monitoring Agent an annual monitoring fee in an amount reasonably determined by the Municipality, payable within thirty (30) days of the end of each fiscal year of the Developer during the Term of this Agreement and any fees payable under Section 16 hereof to the Municipality shall be net of such fees payable to a Monitoring Agent; and (ii) the Developer hereby agrees that the Monitoring Agent shall have the same rights, and be owed the same duties, as the Municipality under this Agreement, and shall act on behalf of the Municipality hereunder, to the extent that the Municipality delegates its rights and duties by written agreement with the Monitoring Agent.

TERM

17. (a) This Agreement shall commence on the date first written above and shall bind, and the benefits shall inure to, respectively, the Developer and its successors and assigns, and the Municipality and its successors and assigns, in perpetuity (the "Term"). Upon the execution and recording of this Agreement, this Agreement shall take effect as a permanent affordable restriction upon the Property and shall run with and bind the Property from the date hereof. The Developer intends, declares and covenants on behalf of itself and its successors and assigns that this Agreement and the covenants, agreements and restrictions contained herein (i) shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Developer's successors in title, and (ii) are not merely personal covenants of the Developer. The Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(b) The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of Massachusetts General Laws

which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the Term hereof. In addition, this Agreement is intended to be superior to the lien of any mortgage on the Property and survive any foreclosure or exercise of any remedies thereunder and the Developer agrees to obtain any prior lienholder consent with respect thereto as the Municipality shall require.

(c) In the event approval pursuant to Sections 31-33 of Chapter 184 is not given, or if this Agreement is determined not to run in perpetuity, then in no case shall the restrictions contained herein endure for a period of less than ninety-nine (99) years from the date this Agreement is recorded and for such further time as this Agreement may be lawfully extended (or until the Property complies with the Municipality's zoning bylaw, if earlier). The Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for this Agreement to constitute a deed restriction and covenant running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full, or in the alternative, that an equitable servitude has been created to insure that this Agreement runs with the land during the Term stated herein.

(d) The rights and restrictions contained in this Agreement shall not lapse if the Property is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Property for the full Term hereof.

(e) The Municipality is authorized to record or file any notices or instruments reasonably appropriate to insuring the enforceability of this Agreement for the Term stated herein. The Developer and its successors and assigns shall execute any such instruments upon request. The benefits of this Agreement shall be in gross and shall be assignable by the Municipality. The Developer and the Municipality intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of government officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

18. The covenants set forth in this Agreement shall run with the land and shall bind, and the benefits shall inure to, respectively, the Developer and its successors and assigns and the Municipality and its successors and assigns.

INDEMNIFICATION/LIMITATION ON LIABILITY

19. The Developer, for itself and its successors and assigns, agrees to defend, indemnify and hold harmless the Municipality against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Municipality by reason of its relationship to the Property under this Agreement to the extent the same is attributable to the acts or omissions of the Developer and does not involve the negligent acts or omissions of the Municipality.

20. The Municipality shall not be held liable for any action taken or omitted under this Agreement so long as they shall have acted in good faith and without gross negligence.

CASUALTY

21. Subject to the rights of the Lender, the Developer agrees that if the Property, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall have the right, but not the obligation, to repair and restore the Property to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Property in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Property are destroyed, if such destroyed buildings are not restored by the Developer, the Developer shall be required to maintain the same percentage of Affordable Units of the total number of units in the Property.

DEVELOPER'S REPRESENTATIONS AND WARRANTIES

22. The Developer hereby represents and warrants as follows:

(a) The Developer (i) is a Massachusetts limited liability company, qualified to transact business under, the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) To the Developer's knowledge, the execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Property is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable leasehold title to the premises constituting the Property free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement). It is acknowledged that, following the recording of this Agreement, the Property may be subject to other encumbrances in connection with the Loan, loans from _____, _____, the Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, or other encumbrances permitted by the Municipality, or other encumbrances generally associated with the operation of multi-family market rate rental housing, all of which shall be subject to this Agreement.

(d) The Developer has not received written notice of, and to the Developer's knowledge, there is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely

determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

MISCELLANEOUS PROVISIONS

23. This Agreement may not be modified or amended except with the written consent of the Municipality or its successor and assigns, and the Developer or its successors and assigns.

24. The Developer warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

25. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

26. Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof.

27. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

28. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable rental housing opportunities for eligible families who are often denied such opportunities for lack of financial resources.

NOTICES

29. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, or (iii) sent by facsimile transmission if a fax number is designated below, addressed as follows:

If to the Developer:

Cloverleaf Truro LLC
c/o Community Housing Resource, Inc.
36 Conwell Street

Provincetown, MA 02657

If to the Municipality:

Town of Truro
24 Town House Road
Truro, MA 02666
Attn: Select Board

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above. A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address; or (iii) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

RECORDING

30. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. This Agreement shall have priority over any and all other encumbrances on the leasehold estate, including the Tax Credit Agreement and any mortgages thereon. Upon recording or filing, as applicable, the Developer shall immediately transmit to the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

GOVERNING LAW

31. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and any actions related to this Agreement shall be brought in the courts of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

DEVELOPER:

CLOVERLEAF TRURO LLC, a Massachusetts Limited Liability Company

By: CLOVERLEAF TRURO MM LLC, its Managing Member

By: _____
Name:
Its: Authorized Agent

MUNICIPALITY:

TOWN OF TRURO,
By its Select Board

_____
Susan Areson, Chair

_____
Robert Weinstein, Vice Chair

_____
Nancy Medoff, Clerk

_____
Stephanie Rein, Member

_____
Susan Girard-Irwin, Member

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, before me, the undersigned notary public, personally appeared _____, _____, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of _____.

_____
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this _____ day of December, 2024, before me, the undersigned notary public, personally appeared _____, member of the Truro Select Board, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Truro.

_____
Notary Public
My commission expires:

Certificate of Approval

Affordable Housing Restriction
G.L. c. 184, §32

The undersigned Undersecretary of the Massachusetts Department of Housing and Community Development hereby certifies that the Affordable Housing Restriction made and declared by Cloverleaf Truro LLC, a Massachusetts limited liability company, and held by the Town of Truro, with respect to property located at 22 Highland Street, Truro, and described in a Notice of Ground Lease recorded with the Barnstable Registry of Deeds in Book _____, Page _____, is hereby declared to be in the public interest and is approved pursuant to the provisions of Massachusetts General Laws chapter 184, section 32.

Date:

COMMONWEALTH OF MASSACHUSETTS

By: _____

Undersecretary of the Department of Housing and Community Development

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, before me, the undersigned notary public, personally appeared _____, _____ of the Department of Housing and Community Development, who proved to me through satisfactory evidence of identification, which was _____, to be the person who signed the foregoing document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development.

_____
Notary Public
Print Name:
My commission expires:

MASTER LEASE AGREEMENT
(Town of Truro Units)

LANDLORD:	CLOVERLEAF TRURO LLC
TENANT:	TOWN OF TRURO
PREMISES:	2 Cloverleaf Trail (2 BR) and 3 Cloverleaf Trail (2 BR), Truro, MA
DATE:	_____, 2024

MASTER LEASE AGREEMENT
(Town of Truro Units)

THIS MASTER LEASE AGREEMENT (the "**Lease**") is made as of _____, 2024, by and between CLOVERLEAF TRURO LLC, a Massachusetts limited liability company, having offices c/o The Community Builders, Inc., 33 Arch Street, 10th Floor, Boston, MA 02110 (the "**Landlord**"), and the TOWN OF TRURO, a Massachusetts municipality, having offices at 24 Town Hall Road, Truro, MA 02666, Truro, MA (the "**Tenant**").

1. Demised Premises. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, subject to the terms, covenants, conditions and provisions of this Lease, two (2) of the residential apartment units to be constructed by Landlord and situated at 22 Highland Road in the Town of Truro, Barnstable County, Massachusetts (the "**Property**") consisting of approximately ten (10) residential buildings (collectively, the "**Building**"), as depicted on the floor plans attached as Exhibit A and made a part of this Lease (the "**Demised Premises**").

Notwithstanding anything herein to the contrary, the Landlord shall be deemed to be the sole owner of the Demised Premises for all purposes and Landlord alone shall be entitled to all of the tax attributes of ownership of the Demised Premises, including, without limitation, the right to claim depreciation deductions or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986 as amended (the "**Code**") and the Massachusetts low-income housing tax credit, and Landlord shall have the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Demised Premises. Tenant expressly waives and relinquishes in favor of the Landlord any rights to claim the benefit of or to use any federal or state tax credits or depreciation benefits that are currently or may become, available during the Term (as defined below) as a result of the Demised Premises constituting part of the Property, or any equipment, furniture or fixtures installed by the Landlord on the Demised Premises whether or not such items become a part of the realty, and the Tenant agrees to execute and deliver to Landlord any election form required to evidence the Landlord's right to claim tax credits or depreciation benefits on improvements made or property installed by the Landlord. In addition, it shall be in the sole and absolute discretion of the Landlord to assign, encumber, transfer or sell the Demised Premises or any portion thereof or interest therein or any right or indicia of ownership in connection therewith, and at the request of the Landlord, the Tenant shall cooperate with the Landlord and execute any and all documents required by the Landlord in connection with any such assignment, encumbrance, transfer or sale of the Demised Premises or any portion thereof or interest therein, or any right or indicia of ownership in connection therewith.

2. Term. The term of this Lease will be for a period of fifteen (15) years commencing on the date of issuance of a permanent certificate of occupancy for the Demised Premises and terminating on the sixteenth (16th) anniversary thereof, unless earlier terminated pursuant to the terms hereof (the "**Term**").

3. **Rent**. Tenant shall pay Landlord rent during the Term hereof in the initial annual amount of $66,000 ($2,750 per month for each 2BR unit), together with an aggregate real estate tax reimbursement payment of $1,000, each of which shall increase by 5.0% annually or at a rate up to 8.0% annually due to extraordinary market environment demonstrated by the Landlord (collectively, the "**Rent**"). All Rent due hereunder shall be payable in arrears in equal monthly installments on one-twelfth (1/12) of the annual rental fee on or before the first day of each succeeding month during the term of this Lease.

Commented [DT1]: Subject to revision to annual IRS FMR

4. **Landlord's Work.** Landlord shall, at its sole cost and expense, perform or cause to be performed the work with respect to the Demised Premises as is described in the plans and specifications for the space (the "**Landlord's Work**"), and shall complete such work as soon as practicable following the mutual execution of this Lease and upon receiving reasonable assurance that any contingencies set forth herein either have been or will be satisfied. Landlord's Work shall be performed in a good and workmanlike manner and shall comply with all applicable governmental laws, rules and regulations.

5. **Representations of Tenant.** Tenant hereby represents and warrants to Landlord as follows:

(a) Tenant has been duly organized as a town under the laws of the Commonwealth of Massachusetts, is validly existing and is in good standing under the laws of the Commonwealth of Massachusetts with full power and authority to rent property and conduct its business, and is lawfully qualified to transact business in each jurisdiction business where the rental of property requires such qualification, including, but not limited to, the Commonwealth of Massachusetts; and

(b) The execution, delivery and performance of this Lease, the consummation of the transactions contemplated hereby and compliance with the provisions of this Lease by Tenant do not and will not conflict with, violate or result in a breach of any of the terms or provisions of Tenant's by-laws.

6. **Representations of Landlord.** Landlord hereby represents and warrants to Tenant as follows:

(a) Landlord has been duly formed as a limited liability under the laws of the Commonwealth of Massachusetts, is validly existing and is in good standing under the laws of the Commonwealth of Massachusetts with full power and authority to own its properties and conduct its business and is lawfully qualified to transact business in each jurisdiction where the ownership of its property requires such qualification;

(b) The execution, delivery and performance of this Lease, the consummation of the transactions contemplated hereby and compliance with the provisions of this Lease by Landlord do not and will not (i) conflict with, violate or result in a breach of any of the terms or provisions

of Landlord's certificate of limited partnership or Operating Agreement; (ii) require the consent of any party (which has not heretofore been received) and will not result in a breach or default under any credit agreement, indenture, business agreement, mortgage, deed of trust, commitment, guarantee or any other agreement or instrument to which Landlord is a party or by which Landlord may be bound or affected; or (iii) conflict with or violate any existing law, rule, regulation, judgment, order or decree of any government, governmental instrumentality, agency or court having jurisdiction over Landlord or any of its properties; and

7. Utilities and Other Charges. Tenant will pay the appropriate suppliers for all water, gas, electricity, light, oil, heat, telephone, other utilities and communications servicing the Demised Premises during the term of the Lease, whether or not such services are billed directly to Tenant. Tenant will also pay all costs for the installation of such utilities, except to the extent provided as part of Landlord's Work.

8. Insurance; Indemnification.

(a) Tenant's Insurance Requirements. During the Term of this Lease, the Tenant shall be obligated to maintain property, fire and general liability insurance on the Demised Premises, each in amounts and from such carriers acceptable to Landlord as set forth herein. Tenant shall cause the subtenants to maintain insurance in accordance with the requirements of each subtenant's respective lease, if applicable. Tenant shall pay all of the premiums therefor and, upon written request, shall deliver original certificates of insurance to the Landlord or Landlord's investor members or any mortgagee, to the extent required, prior to their effective date (and, with respect to any renewal policy, not less than ten (10) days prior to the expiration of the existing policy), and in the event of the failure of Tenant either to effect such insurance as herein called for or to pay the premiums therefor, or to deliver certificates at the times required, Landlord shall be entitled, but have no obligation, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to Landlord as additional rent within ten (10) days of written demand therefor and failure to repay the same within thirty (30) days of Tenant's receipt of such demand shall constitute an event of default. Tenant agrees to maintain in full force during the Term of this Lease the following policies:

i. Commercial General Liability insurance (or the then successor equivalent from time to time), without any so-called employee exclusion or the like, including contractual liability, products and completed operations, with combined bodily injury and property damage limits of liability of no less than One Million and 00/100 Dollars ($1,000,000) each occurrence, and Two Million and 00/100 Dollars ($2,000,000) general aggregate, and having Two Million and 00/100 Dollars ($2,000,000) products and completed operations aggregate coverage; or otherwise in the broadest and most comprehensive form then generally available from time to time, under which Landlord is name additional insured on a primary basis and Tenant is the named insured;

ii. Commercial Automobile Liability including owned, hired and non-owned coverage with a limit of liability of no less than One Million and 00/100 Dollars ($1,000,000) per

occurrence;

iii. Tenant also agrees that it shall continuously keep in full force and effect at all times during the Term of this Lease at its sole cost and expense: (1) property insurance coverage on an "All Risk" or Special Form of policy (including coverage for Terrorist Acts) insuring all of Tenant's leasehold improvements, alterations, additions, fixtures, merchandise, equipment and other personal property installed or owned by Tenant in, on or at the Demised Premises, against fire, vandalism, riot, malicious mischief, sprinkler leakage or other casualty, with extended coverage in amounts equity to the full one hundred percent (100%) replacement value, without coinsurance, of such improvements, alterations, additions, fixtures and contents. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, but not limited to, loss by theft or otherwise.

(b) Indemnification. Tenant will defend, indemnify and hold harmless Landlord from any liability, loss, damage, fees, claims, judgements or amounts paid in settlement (other than caused by the gross negligence or willful misconduct of the Landlord, its partners and agents) incurred in connection with or resulting from the use, occupancy or operation of the Demised Premises by the Tenant, any subtenant, or any of their respective agents or employees, including all reasonable legal fees.

9. Permitted Use. The Demised Premises shall be used solely for residential use by Tenant's Permitted Subtenants (as defined below).

10. Compliance with Laws.

(a) Tenant's Obligations. Tenant agrees to continuously occupy and use the Demised Premises for the Permitted Use and for the Permitted Use only. Tenant will not use or occupy, or permit any portion of the Demised Premises to be used or occupied, in violation of any federal, state or municipal law, ordinance, order, rule, regulation or other governmental requirement, including, without limitation, health, safety and environmental laws, rule and regulations. Tenant will comply, and cause its agents, employees and subtenants to comply, with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the Demised Premises, and all rules, orders, regulations, and requirements of the board of fire underwriters, or any other similar body, having jurisdiction over the Demised Premises. Except to the extent of Landlord's obligations in any construction contract for Landlord's Work, Tenant shall be responsible for the cost and payment of all approvals, licenses and permits necessary for the use, operation or occupancy of the Demised Premises during the term of this Lease.

(b) Environmental Requirements. Tenant, and each and any subleasee of the Tenant, shall comply with all applicable governmental rules, regulations, statutes, orders, rulings or other requirements of every governmental authority having jurisdiction regarding hazardous and toxic substances (collectively, "**Environmental Laws**"), and shall not, during the term of this Lease,

use, handle, generate, manufacture, process, store, release, dispose, spill, introduce, transport or otherwise employ any hazardous or toxic substances in, on or about the Demised Premises or the Building in violation of Environmental Laws (each, a "**Hazardous Condition**"). Tenant's violation of the provisions of this Paragraph 10(c) shall give Landlord the right, immediately and without further notice, to terminate this Lease. In addition, Landlord shall have the right to require Tenant to take, at Tenant's sole cost and expense, any and all remedial measures deemed necessary by Landlord, in its sole discretion, to remedy any violation of this Paragraph 10(c) by Tenant, including, without limitation, any investigation, site monitoring, environmental audit and risk assessment, containment, clean-up, encapsulation, removal, restoration or other remedial work of any kind. In the event that Tenant fails to timely commence or diligently perform any such remedial work, Landlord may, but shall not be required to, arrange for same to be performed on behalf, and for the account, of Tenant and shall bill Tenant for the cost thereof as additional rent. Landlord shall also be afforded access to the Demised Premises for the purposes of determining compliance with the provisions of this Paragraph 10(b). Tenant hereby agrees to indemnify Landlord for any and all claims, damages, losses, demands, fines, penalties, costs and expenses, including without limitation fees and expenses of attorneys, environmental consultants and other professional consultants retained in connection with the subject matter of this Paragraph 10(b), that Landlord may sustain as a result of Tenant's having introduced hazardous or toxic substances on the Building or the Demised Premises or otherwise violated the provisions of this Paragraph 10(b). Tenant's obligations under this Paragraph 10(b) shall survive the termination of this Lease.

11. Assignments and Subleases.

(a) Tenant, for itself, its legal representatives, successors and assigns, covenants that it will not transfer, assign, mortgage or encumber this Lease without the prior consent of Landlord.

(b) Notwithstanding the foregoing, it is expressly agreed and acknowledged that Tenant may, without the consent of the Landlord, and intends to, sublease all or any portion of the Demised Premises to residential tenants for the Permitted Use. Any such subtenants are subject to the reasonable approval of Landlord. Any intended use of the Demised Premises by a subtenant(s) must be a Permitted Use. Tenant shall sublease the Demised Premises using a market rental agreement subject to Landlord's reasonable review and approval.

12. Repairs and Maintenance. Landlord will, at Tenant's sole cost and expense, maintain the Demised Premises in good working order and condition, and will make repairs, restorations, and replacements to the Demised Premises, including, without limitation, the mechanical, electrical, and plumbing systems and the fixtures and appurtenances to the Demised Premises, as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, or the fault or not the fault of Tenant, its agents, employees, invitees, visitors, or contractors.

13. Structural Improvements; Alterations.

(a) Landlord shall maintain in good working order and condition the structural exterior of the Building in which the Demised Premises is situated. Except as specifically set forth herein, Landlord shall not be responsible to maintain or repair the Demised Premises, the Building or any other improvements whatsoever.

(b) Tenant will not make any alterations, additions, or improvements to the Demised Premises without Landlord's prior written consent. If Landlord consents to any such alterations, additions or improvements to the Demised Premises, which consent may be subject to reasonable conditions, Tenant shall not permit any mechanic's lien or similar lien to be filed or remain a lien against the Demised Premises or the Building by reason of any work, labor, services or material supplied for any alteration or improvement.

Subject to Tenant's rights described in Paragraph 15 below, all alterations, additions, fixtures, and improvements, whether temporary or permanent in character, made in or upon the Demised Premises by Tenant will immediately become Landlord's property and will remain on the Demised Premises without compensation to Tenant. Notwithstanding the foregoing, by notice given to Tenant no less than sixty (60) days prior to the end of this Lease, Landlord may require that any alterations, additions, fixtures and improvements made in or upon the Demised Premises by Tenant be removed by Tenant. In that event, Tenant will remove such alterations, additions, fixtures and improvements at Tenant's sole cost and will restore the Demised Premises to the condition in which they were before such alterations, additions, improvements, and additions were made, reasonable wear and tear excepted.

14. Management of the Demised Premises. Tenant agrees that Landlord's management agent for the Development, as the same may be changed from time to time (the "Management Agent"), shall also manage the Demised Premises. The Management Agent will manage the Demised Premises in a manner consistent with the Management Agent's management of other market-rate residential units in the Development. In connection with the foregoing, the Management Agent will perform the following duties:

(a) The Management Agent will collect when due all rents, charges and other amounts receivable on the Tenant's account in connection with the management and operation of the Demised Premises. Unless otherwise specified by Landlord, all such receipts will be deposited in an account under the control of Tenant. Such Master Tenant Operating Account shall, at all times during the term of the Agreement be under the control of the Master Tenant.

(b) The Management Agent will furnish to the Tenant rent schedules showing rents for the Demised Premises.

(c) The Management Agent will perform background and credit checks on prospective subtenants before Tenant enters into subleases with such subtenants and will approve or reject such prospective subtenants based on its customary practices (each approved subtenant, a

"**Permitted Subtenant**").

(d) The Management Agent will collect, deposit, and disburse security deposits, if required, in accordance with the terms of the lease of each Permitted Subtenant and the provisions of applicable landlord-tenant law of the Commonwealth of Massachusetts. Each security deposit collected will be deposited by the Management Agent in an interest-bearing account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by the Federal Deposit Insurance Corporation, and any interest earned on the security deposit will be paid to each Permitted Subtenant, or credited to each Permitted Subtenant's rent as provided by law. This account will be carried in the Agent's name and designated of record as Cloverleaf Town Units Security Deposit Account.

(e) The Management Agent will make best efforts to conduct regular inspections of each leased space in the Demised Premises and will document any needed repairs or maintenance. When the Management Agent reasonably determines that repairs or maintenance is necessary, the Management Agent will compel the applicable Permitted Subtenant to comply within the terms of his or her lease or, in the alternative, with notice to the Permitted Subtenant if required under its lease, the Management Agent may make the necessary repairs and charge costs back to Permitted Subtenants for any damage caused by them other than normal wear and tear.

(f) The Management Agent may lawfully terminate any subtenancy when, in the Management Agent's judgment, sufficient cause (including but not limited to nonpayment of rent) for such termination occurs under the terms of the Permitted Subtenant's lease. For purposes of carrying out its obligations under this Section, the Agent is authorized to consult with legal counsel, to be designated by Tenant, to bring actions for eviction and to execute notices to vacate and judicial pleadings incident to such actions; provided, however, the Agent keeps the Tenant informed of such actions and follows such instructions as the Tenant may prescribe for the conduct of any such action. Attorney fees and other necessary costs incurred in connection with such actions will be the Tenant.

(g) The Management Agent shall manage the Demised Premises in compliance with all applicable regulatory requirements, including, but not limited to compliance with any requirements in connection with the Development's financing and zoning.

15. End of Term. At the end of the term of this Lease, Tenant will surrender the Demised Premises in good order and condition, ordinary wear and tear excepted. Upon the expiration or earlier termination of this Lease, the Demised Premises will revert to the Landlord, and the Landlord will automatically be deemed to have succeeded to all of the Tenant's interest in the Demised Premises. If Tenant is not then in default, Tenant may remove from the Demised Premises any trade fixtures, equipment, and movable furniture placed in the Demised Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building. Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such trade fixtures or equipment are used in the operation of the Building or if the removal of such fixtures

or equipment will impair the structure of the Building. Whether or not Tenant is then in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord requests. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions and improvements. All trade fixtures, equipment, furniture, alterations, additions, and improvements not so removed will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant will pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including without limitation the cost of repairing any damage to the building caused by removal of such property. Tenant's obligation to observe and perform this covenant will survive the end of this Lease.

16. Damage and Destruction.

(a) If the Demised Premises are substantially damaged or destroyed by reason of fire or any other cause, Tenant will immediately notify Landlord, and Landlord shall have the right to demolish the Demised Premises. Landlord may cancel this Lease within sixty (60) days after a fire or casualty that causes the destruction of, or substantial damage to, the Demised Premises by giving Tenant written notice of Landlord's intention to demolish. This Lease shall end upon Landlord's giving of the demolition notice to Tenant. Tenant shall then surrender the Demised Premises to Landlord immediately. If this Lease is so canceled, neither Landlord nor the Tenant shall have any obligation to repair the Demised Premises. Landlord, in its reasonable discretion, shall determine whether substantial damage has occurred.

(b) Rent will not abate pending the repairs or rebuilding except to the extent to which Landlord receives a net sum as proceeds of any rent insurance.

17. Condemnation.

(a) If the whole of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose (a "**Taking**"), then in that event, the term of this Lease shall cease and terminate from the date Tenant is required to vacate the Demised Premises.

(b) In the event of a Taking of the Demised Premises or any part thereof, Landlord shall have and hereby reserves and accepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Demised Premises, and the leasehold interest hereby created, and to any award or compensation accrued or hereafter to accrue by reason of such Taking, as aforesaid, and by way of confirming the foregoing, Tenant hereby grants and assigns, and covenants with Landlord to grant and assign, to Landlord all rights to such damages, award or compensation. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings any claims permitted by law to recover for relocation expenses, loss of business, or depreciation to, or cost of removable trade fixtures, furniture and other personal

property belonging to Tenant, provided that such action shall not affect the amount of compensation otherwise recoverable by Landlord from the Taking authority.

(c) In the event of a Taking of less than the whole of the Demised Premises, this Lease shall cease and expire with respect to the portion of the Demised Premises so taken. If the Taking results in a loss of more than fifty percent (50%) of the net rentable square footage of the Demised Premises, Tenant may elect to terminate this Lease by giving written notice to Landlord of such election not more than forty-five (45) days after receipt by Tenant of notice of the Taking, stating the date of termination, which date of termination shall be not more than ninety (90) days after the date on which such notice to Landlord is given, and upon the date specified in such notice to Landlord, this Lease and the term hereof shall cease and expire. If Tenant does not elect to terminate this Lease as aforesaid (i) the annual rent payable under this Lease shall be reduced to an amount to be determined by multiplying the annual rent by a fraction, the numerator of which is the square footage of the Demised Premises remaining after the Taking, and the denominator of which is the square footage of the Demised Premises immediately preceding the Taking; and (ii) after the determination of Landlord's award on account of the Taking, Landlord shall expend as much of the award as necessary to restore a portion of the improvements remaining after the Taking, to a complete architectural unit substantially the same as to the condition and tenantability prior to the taking for the use and occupancy of Tenant. Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the Demised Premises, in the reasonable estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Demised Premises to such an architectural unit, with all reasonable diligence, or Landlord may terminate this Lease by giving notice to Tenant not later than a reasonable time after Landlord has determined the estimated net amount which may be awarded to Landlord and the estimated cost of such restoration.

18. Subordination and Attornment.

(a) General. This Lease and Tenant's rights hereunder are and shall be subject and subordinate to any mortgage or other similar lien, encumbrance or indenture, together with any renewals, extensions, modifications, consolidations, and replacements thereof which now or at any subsequent time affect the Demised Premises and/or Building, any interest of Landlord or its successor(s) or assign(s) in the Demised Premises, or Landlord's interest in this Lease and the estate created by this Lease (except in the event that any such instrument expressly provides that this Lease is superior to it). This provision will be self-operative and no further instrument of subordination will be required in order to affect it. Nevertheless, upon request of Landlord and without cost to Landlord, Tenant will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, such documents as may be requested by Landlord or any mortgagee, or any holder of any other instrument described in this Paragraph, to confirm or effect any such subordination. If Tenant fails or refuses to execute, acknowledge, and deliver any such document within twenty (20) days after written demand, Landlord, its successors and assigns will be entitled to execute, acknowledge, and deliver any such document on behalf of Tenant as Tenant's attorney-in-fact and to execute, acknowledge and deliver on behalf of Tenant

any documents described in this Paragraph. Tenant constitutes and irrevocably appoints Landlord as Tenant's attorney-in-fact to execute, acknowledge, and deliver on behalf of Tenant any document described in this Paragraph.

(b) Attornment. If any holder of any mortgage, indenture, or other similar instrument described in subparagraph (a) succeeds to Landlord's interest in the Demised Premises, Tenant will pay to it all rents subsequently payable under this Lease. At the option of the holder of such mortgage, indenture or other similar instrument, Tenant will automatically become Tenant of, and attorn to, such successor in interest without change in this Lease, but such successor in interest shall not disturb Tenant's use of the Demised Premises in accordance with this Lease. Such successor in interest will not be bound by (i) any payment of rent for more than one month in advance; (ii) any amendment or modification of this Lease made without its written consent; (iii) any claim against Landlord arising prior to the date on which such successor succeeded to Landlord's interest; or (iv) any claim or offset of rent against Landlord; or (v) required to perform any work in the Demised Premises for Tenant. Upon request by such successor in interest and without cost to Landlord or such successor in interest, Tenant will execute, acknowledge, and deliver an instrument or instruments confirming the attornment. The instrument of attornment will also provide that such successor in interest will not disturb Tenant in its use of the Demised Premises in accordance with this Lease. If Tenant fails or refuses to execute, acknowledge, and deliver any such instrument within twenty (20) days after written demand, such successor in interest will be entitled to execute, acknowledge and deliver any such document on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints such successor in interest as Tenant's attorney-in-fact to execute, acknowledge and deliver on behalf of Tenant any document described in this Paragraph.

19. Landlord's Access. Landlord, its agents and contractors may enter the Demised Premises at any time in response to an emergency, and at reasonable hours upon prior notice to Tenant, to (a) inspect the Demised Premises; (b) exhibit the Demised Premises to prospective purchasers, or lenders and investors; (c) determine whether Tenant is complying with its obligations in this Lease; (d) supply any other service which this Lease requires Landlord to provide; (e) post notices of non-responsibility or similar notices; or (f) make repairs which this Lease requires Landlord to make; provided however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

20. Covenant of Quiet Enjoyment. So long as Tenant pays the rent and performs all of its obligations in this Lease, Tenant's possession of the Demised Premises will not be disturbed by Landlord, or anyone claiming by, through or under Landlord, subject to the terms of this Lease.

21. Default.

(a) Landlord's Right to Cure. If Tenant fails to pay when due amounts payable under this Lease (other than Rent payable to Landlord) or to perform any of its other obligations under this Lease within the time permitted for its performance, then Landlord,

after ten (10) days' written notice to Tenant (or, in case of any emergency, upon such notice or without notice, as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, may (but will not be required to) pay such amount or perform such obligation.

All amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such obligations will be payable by Tenant to Landlord on demand. In the proof of any damages which Landlord may claim against Tenant arising out of Tenant's failure to maintain insurance, Landlord will not be limited to the amount of the unpaid insurance premium but rather Landlord will also be entitled to recover as damages for such breach the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys, fees, arising out of damage to, or destruction of, the Demised Premises occurring during any period for which Tenant has failed to provide such insurance.

(b) Events of Default. The following occurrences are "**events of default**":

(i) Tenant defaults in the due and punctual payment of rent, and such default continues for ten (10) days after notice from Landlord; however, Tenant will not be entitled to more than two (2) notices for default in payment of rent during any twelve-month period, and if, within twelve (12) months after any such second notice, any rent is not paid when due, an event of default will have occurred without further notice;

(ii) Tenant vacates or abandons the Demised Premises;

(iii) This Lease or the Demised Premises or any part of the Demised Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachments by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within thirty (30) days after its levy;

(iv) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;

(v) Involuntary proceedings under any such bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of Tenant's property, and such proceeding is not dismissed or such receivership or trusteeship is not vacated within ninety (90) days after such institution or appointment;

(vi) Tenant creates or permits a Hazardous Condition at the Demised Premises and fails to cure such Hazardous Condition in accordance with the terms and provisions of this Lease;

(vii) Tenant fails to perform any other duty or obligation imposed upon it pursuant to this Lease and such failure shall continue for a period of thirty (30) days after written notice has been given to Tenant by Landlord; or

(viii) Tenant or its subtenant(s) fails to use the Demised Premises for the Permitted Use or otherwise in compliance with Section 9 hereof.

(c) Remedies. If any one or more events of default set forth in this Paragraph 21 occurs, then Landlord may declare this Lease to be terminated and shall have the following rights and remedies, in addition to and not in lieu of any other rights and remedies which Landlord may have at law:

(i) Re-Entry. To reenter or repossess the Demised Premises, either by force, eviction proceedings, summary proceedings, surrender or otherwise, and to dispossess and remove Tenant and other occupants, and their property and effects.

(ii) Injunctive Relief. Landlord shall be entitled to enjoin a breach by Tenant of any of the terms and conditions in this Lease and in such event shall also be entitled to a preliminary injunction, temporary restraining order, or similar provisional relief.

(iii) Damages. Landlord may seek monetary damages in any re-entry action or summary proceedings, or commence a separate action or special proceedings against Tenant and any other responsible parties, to recover monetary damages accruing by reason of any default, together with interest, plus all reasonable attorneys' fees, disbursements, court costs and other reasonable expenses incurred in connection therewith. Monetary damages shall include without limitation, the Rent specified in Paragraph 3 above, all other sums payable by Tenant hereunder, plus all costs associated with any re-letting of the Demised Premises; provided, however, that Landlord shall have a duty to mitigate damages by making a reasonable and good faith effort to re-let the Demised Premises.

(iv) Remedies Not Exclusive. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, at law or in equity, in being agreed that the rights and remedies of Landlord are cumulative.

(d) Re-letting. Upon the occurrence of an event of default, Landlord may attempt to re-let the Demised Premises, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease. Landlord may grant concessions in connection with such re-letting. Tenant shall also pay Landlord, as liquidated damages, the deficiency between the rents and additional rents reserved under this Lease and the rents collected or to be collected on account of the lease or leases of the Demised Premises for the remaining period which would otherwise have constituted the balance of the term of this Lease. In computing such damages there shall be added to the deficiency such

expenses as Landlord may reasonably incur in connection with re-letting. Any such damages shall be paid from time to time upon demand after transmittal by Landlord of its calculations of the amount then due. Landlord, at Landlord's option, may make such alterations, repairs, replacements and/or decorations in the Demised Premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of re-letting the Demised Premises.

(e) Landlord Default. Landlord shall be in default of this Lease if it fails to perform any provision of this Lease that it is obligated to perform and if the failure to perform is not cured within thirty (30) days after written notice of the default has been given by Tenant to Landlord. If the default cannot be reasonably cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within such thirty (30) day period and diligently and in good faith continues to cure the default until completion, not to exceed sixty (60) days.

(f) Tenant's Remedies. If Landlord shall have failed to cure a default of Landlord after expiration of the applicable time for cure of a particular default, Tenant may, at its election, but without obligation therefor (i) seek specific performance of any obligation of Landlord, after which Tenant shall retain, and may exercise and enforce, any and all rights which Tenant may have against Landlord as a result of such default, (ii) from time to time and without releasing Landlord in whole or in part from Landlord's obligation to perform any and all covenants, conditions and agreements to be performed by Landlord hereunder, cure the default at Landlord's reasonable expense, and/or (iii) exercise any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Any reasonable cost incurred by Tenant in order to cure such a default by Landlord shall be due immediately from Landlord, together with interest. Tenant shall have the right to deduct from the Rent any amounts due from Landlord pursuant to this Section 21(f) if Landlord fails to reimburse Tenant as provided herein.

22. Brokers.

(a) Landlord represents that the transactions contemplated herein were not submitted by Landlord to any broker, finder or similar person who is entitled to a commission, fee or like payment thereon, and the actions of Landlord have not given rise to any claim by any person for a commission, fee or like payment against Tenant.

(b) Tenant represents that the transactions contemplated herein were not submitted by Tenant to any broker, finder or similar person who is entitled to commission, fee or like payment thereon and the actions of Tenant have not given rise to any claim by any person for a commission, fee or like payment against Landlord.

23. Miscellaneous.

(a) Estoppel Certificates. Within no more than ten (10) days after written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord a certificate stating (i) that

this Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement; (ii) the date to which rental and other sums payable under this Lease have been paid; (iii) that no notice has been received by Tenant of any default which has not been cured, or, if such a default has not been cured, what Tenant intends to do in order to effect the cure, and when it will do so; (iv) that Tenant has accepted and occupied the Demised Premises; (v) that Tenant has no claim or offset against Landlord; and (vi) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser of the Demised Premises and any existing or prospective mortgagee or beneficiary under any deed of trust or mortgage encumbering the Demised Premises. If Landlord submits a completed certificate to Tenant, and if Tenant fails to object to its contents within ten (10) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct. Furthermore, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver on Tenant's behalf any completed certificate to which Tenant does not object within ten (10) days after its receipt.

(b) No Waiver. No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the term of this Lease will be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. The delivery of Tenant's keys to any employee or agent of Landlord will not constitute a termination of this Lease unless Landlord has entered into a written agreement to that effect. No payment by Tenant, or receipt from Landlord, of a lesser amount than the rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check, or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Demised Premises or any part of the Demised Premises, are sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent reserved in this Lease. No such collection will be deemed (i) a waiver of the covenant in this Lease against assignment and subletting; (ii) the acceptance of the assignee, subtenant, or occupant as Tenant; or (iii) a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

(c) Authority. Each ofthe persons executing this Lease on behalf of Tenant warrants to Landlord that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

(d) Notices. Any notice, request, demand, consent, approval or other communication required or permitted under this Lease will be written and will be deemed to have been given (1) when personally delivered; (2) on the first day after it has been deposited with any national

overnight or next day delivery service; or (3) on the third day after it is deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested, to the parties at their respective addresses set forth above, or such other addresses as either party may specify by notice.

(e) Attorneys' Fees. If Landlord and Tenant litigate any provision of this Lease or the subject matter of this Lease the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigation at trial and on any appeal. If, without fault, either Landlord or Tenant is made a party to any litigation instituted by or against the other, the other will indemnify the faultless one against all loss, liability, and expense, including reasonable attorneys' fees and court costs, incurred by it in connection with such litigation.

(f) WAIVER OF JURY TRIAL. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ALL MATTERS ARISING OUT OF THIS LEASE OR THE USE AND OCCUPANCY OF THE DEMISED PREMISES. IF LANDLORD COMMENCES ANY SUMMARY PROCEEDING FOR NONPAYMENT OF RENT, TENANT WILL NOT INTERPOSE (AND WAIVES THE RIGHT TO INTERPOSE) ANY COUNTERCLAIM IN ANY SUCH PROCEEDING.

(g) Binding Effect. This Lease will inure to the benefit of, and will be binding upon, Landlord's successors and assigns. This Lease will inure to the benefit of, and will be binding upon, Tenant's successors and assigns so long as the succession or assignment is permitted by Paragraph 11.

(h) Invalidity of Certain Provisions. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby and shall be valid and enforced to the fullest extent permitted by law.

(i) Entire Agreement. This Lease and the schedules attached hereto set forth all of the covenants, promises, conditions, agreements and understandings between Landlord and Tenant concerning the subject matter hereof and supersede all prior oral and written understandings and agreements.

(j) Recording. Tenant shall not record this Lease without the written consent of Landlord. If Landlord requests, the parties shall execute and acknowledge a memorandum of lease for recording purposes which shall be recorded at Landlord's expense.

(k) Modification. This Lease may not be modified, changed, altered or amended orally, but only in writing signed by the party to be charged.

(l) Governing Law. This Lease shall be governed by and construed in accordance with the Laws of the Commonwealth of Massachusetts.

(m) Recourse against Landlord. Landlord's liability shall be limited to its interest in the Building.

[Signature page follows.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Master Lease (Town of Truro Units) as of the day and year first written above.

LANDLORD:
CLOVERLEAF TRURO LLC, a Massachusetts limited liability company,

By: Cloverleaf Truro MM LLC, its managing member,

By: _____
Name:
Title:

TENANT:
TOWN OF TRURO, a Massachusetts municipality,

_____
Susan Areson, Chair

_____
Robert Weinstein, Chair

_____
Nancy Medoff, Clerk

_____
Stephanie Rein, Member

_____
Susan Girard-Irwin, Member

EXHIBIT A
DEPICTION OF DEMISED PREMISES

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Department of Public Works

REQUESTOR: Jarrod J. Cabral, DPW Director

REQUESTED MEETING DATE: December 10, 2024

ITEM: Review and Approval of Municipal Solid Waste Agreement with Reworld SEMASS

EXPLANATION: The Town's solid waste disposal contract will expire on December 31, 2024. The new contract will run from January 1, 2025 – December 31, 2030. Town Counsel has reviewed the terms of the contract on behalf of the Town and staff verified that the proposed rates are consistent with the current waste disposal market.

FINANCIAL SOURCE (IF APPLICABLE): Annually funded at Town Meeting (Transfer Station Budget Services)

IMPACT IF NOT APPROVED: The Town will operate without a solid waste disposal contract and could be subject to increasing disposal rates.

SUGGESTED ACTION: *Motion to approve Amendment #1 to the Municipal Solid Waste Disposal Agreement with Reworld SEMASS and to authorize the Chair of the Select Board to sign the contract electronically.*

ATTACHMENTS:

1. Municipal solid waste agreement with Reworld SEMASS
2. Amendment #1 to the Municipal solid waste disposal agreement

Execution Version

MUNICIPAL SOLID WASTE DISPOSAL AGREEMENT

This Municipal Solid Waste Disposal Agreement (this "***Agreement***") is entered into as of Dec 17, 2019 (the "***Effective Date***"), by and between SEMASS Partnership, a Massachusetts limited partnership ("***SEMASS***"), and the Town of Truro, Massachusetts, a body corporate and politic ("***Truro***"). SEMASS and Truro are sometimes referred to individually as a "Party," and collectively as the "Parties."

Recitals

A. SEMASS operates an energy-from-waste facility located at 141 Cranberry Highway, Route 28, West Wareham, Massachusetts 02576 (the "***Facility***"); and

B. Truro desires to deliver, and SEMASS desires to accept for disposal at the Facility, certain quantities of Acceptable Facility Waste (hereinafter defined), in accordance with and subject to the provisions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the promises and of the mutual obligations undertaken herein, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I - CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

"***Acceptable Facility Waste***" means mixed household solid waste generated within the boundaries of Truro by residents and (i) which has the characteristics of solid waste normally collected or disposed of by residences, schools, churches and municipal offices and (ii) which is permitted under Applicable Law to be accepted at and processed by the Facility and which is not Unacceptable Facility Waste. Acceptable Waste must be of a size and composition such that the Facility is able to process it.

"Acceptance Fee" means the amounts set forth in Appendix A.

"***Affiliate***" shall mean Covanta Holding Corporation and/or any entity, fifty percent (50%) or more of which is owned, directly or indirectly, or controlled by Covanta Holding Corporation. These Affiliates of SEMASS are intended to be third party beneficiaries of this Agreement.

"***Applicable Law***" means each and every applicable Federal, state, county, city or local law, statute, by-law, charter, ordinance, rule, regulation, order, Consent, permit, license or approval of any governmental, quasi-governmental, regulatory or administrative agency or authority or court or other tribunal having jurisdiction.

"***Billing Period***" means each calendar month during the Delivery Term.

"***Consent***" means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any governmental, quasi-governmental, regulatory or judicial body, entity, authority or tribunal.

"***Delivery Term***" means the period of time commencing on January 1, 2021 (the "Commencement Date") and ending on 11:59 p.m. on December 31, 2025.

"***Effective Date***" means the first date above written.

"***Facility Receiving Times***" means Monday through Friday from 5:00 a.m. to 6:30 p.m., and Saturday from 5:30 a.m. to 6:30 p.m., exclusive of Holidays, or such other times as specified by SEMASS upon thirty (30) days prior written notice.

"***FOB***" means freight on board.

"***Haverhill Facility***" means the energy-from-waste facility located at 100 Recovery Road, Haverhill, Massachusetts.

"***Holidays***" mean New Year's Day, Independence Day, Thanksgiving Day and Christmas Day.

"Indemnifying Party," "Indemnified Party," and ***"Indemnified Parties"*** have the meanings specified in Section 5.02 hereof.

"Loss" and ***"Losses"*** have the meanings specified in Section 5.02 hereof.

"***Truro's Allocable Share***" means, for a calendar year, a percentage equal to the Acceptable Facility Waste delivered by Truro in the immediately preceding calendar year divided by the number of contracted tons (with a term of one year of longer) for the Facility for the immediately preceding calendar year.

"***Term***" has the meaning specified in Section 7.01 hereof.

"***Ton***" means a "short ton" of 2,000 pounds.

"***Unacceptable Facility Waste***" means: (i) any and all waste which by reason of its size, durability, composition, characteristics or quantity (A) is defined or regulated as, or which would result in Ash being described as, hazardous by any federal, state, county, city or local authority or (B) may present a danger to the public health, safety or welfare or to the environment; (ii) any and all waste that is required to be recycled or composted under Applicable Law; (iii) lead batteries, leaves, tires, white goods, yard waste, aluminum containers, metal or glass containers, single polymer plastics, recyclable paper, cathode ray tubes, asphalt pavement, brick, concrete,

metal, wood and clean gypsum wall board, commercial and industrial wastes, pathological or biological waste, radioactive waste, motor vehicles, gas cylinders, tanks and drums of any kind, rolls of any material, liquid waste, gases of any type, PCB light ballasts, mercury bearing products, asbestos, air conditioners, tires, and animal carcasses; (iv) incinerator residue, demolition and construction debris, regulated medical waste, substances in gaseous form, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, white goods, large or solid metallic objects (such as castings, forgings and gas cylinders) or any object greater than two (2) cubic feet in volume, any material greater than six (6) inches in diameter or four (4) feet in length (including steel or nylon rope, chains, cables or magnetic tape), any roll of material greater than twelve (12) inches in diameter (including carpeting, fencing, plastic, etc.), yard waste and non-burnable construction or demolition debris; and (v) any and all waste the disposal or processing of which at the Facility is prohibited by any applicable Facility Consent condition or by any Applicable Law; and (vi) any and all material that cannot be processed at the Facility or that has the reasonable possibility of adversely affecting the operation of any part of the Facility.

"***Uncontrollable Circumstance***" or "***UCC***" means any act, event or condition, occurring on or after the Effective Date, that has had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of a Party under this Agreement, or a material adverse effect on the Facility or the Haverhill Facility, if such act, event or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement including, without limitation, the following:

(a) an act of God, landslide, lightning, earthquake, fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance or any similar occurrence;

(b) the order and/or judgment of a federal, state or local court, administrative agency or governmental body;

(c) the suspension, termination, interruption, denial or failure of renewal of any Consent essential to the operation of the Facility or the Haverhill Facility;

(d) a labor dispute, strike, work slowdown or work stoppage involving essential employees or contractors;

(e) the partial or entire loss of, inability to obtain, or delay in the provision of any utility services, including water, sewerage, fossil fuels and electric power, necessary for operation of the Facility or the Haverhill Facility or blockage of access to the Facility or the Haverhill Facility;

(f) the inability of SEMASS to obtain required supplies from anywhere within the continental United States; or

(g) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of the Facility or the Haverhill Facility or any portion thereof by action of any federal, state,

county or local governmental, quasi-governmental or regulatory agency or authority which materially impacts operations at the Facility, and/or the Haverhill Facility, as applicable.

(h) It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute a UCC: (i) any act, event or circumstance that would not have occurred if the Party asserting excuse of performance due to a UCC complied with its obligations under this Agreement, Applicable Law and/or the requirements and/or conditions of a Consent; (ii) changes in interest rates, inflation rates, labor costs, energy prices, insurance costs, commodity prices, currency values, exchange rates or other general economic conditions; (iii) changes in the financial condition of the Town; (iv) union or labor work rules, requirements or demands that have the effect of increasing the number of employees employed by SEMASS and its Affiliates and also at the Facility and/or the Haverhill Facility as applicable, or otherwise increasing the cost to SEMASS and/or Affiliates of performance; (v) any event the effect of which could have been prevented or avoided by the exercise of due care, foresight or due diligence on the part of the Party asserting excuse of performance resulting from a UCC, its agents, employees and subcontractors and (vi) reasonably anticipated and ordinary, seasonal weather conditions for the north eastern region of the United States.

ARTICLE II - DELIVERY AND ACCEPTANCE OF WASTE

2.01 Acceptable Facility Waste. During the Delivery Term, Truro shall deliver or cause to be delivered FOB the Facility and SEMASS shall accept, all the Acceptable Facility Waste generated within the municipal boundaries of Truro over which it has control or the right to direct; provided, that, in the event that the Facility is not available to accept the Acceptable Facility Waste, SEMASS shall notify Truro via email and Truro will transport the Acceptable Facility Waste to the Haverhill Facility, and the additional transportation cost shall be at SEMASS's sole cost and expense except that Truro shall be responsible for such costs (to be determined on a case-by case basis and mutually agreed to by the parties in writing) in the event that Acceptable Facility Waste is transported to the Haverhill Facility due to Facility unavailability caused by an UCC. On or before July 1st of each calendar year during the Delivery Term, Truro shall provide to SEMASS a written estimate of the aggregate amount of Tons of Acceptable Facility Waste to be delivered to the Facility by or on behalf of Truro during the next succeeding calendar year, and Truro shall use reasonable efforts to cause such Acceptable Facility Waste to be delivered to the Facility approximately ratably throughout the year, subject to seasonal fluctuations in waste flow. Truro shall deliver or cause to be delivered Acceptable Facility Waste to the Facility during Facility Receiving Times, and shall comply with the hauler's rules and regulations of the Facility, as those rules and regulations are generally applied and are amended from time to time by SEMASS, in the delivery and disposal of Acceptable Facility Waste at the Facility.

2.02 Weighing of Waste Deliveries. SEMASS shall cause to be maintained weighing facilities at the Facility and the Haverhill Facility for the purpose of determining the total tonnage of Acceptable Facility Waste delivered to the Facility and the Haverhill Facility. The weighing facilities at the Facility and the Haverhill Facility shall be tested for accuracy at least once each calendar year, at the expense of the operator of such weighing facilities, and a copy of

the most recent test results shall be disclosed to Truro upon request. Upon reasonable notice to the SEMASS, Truro may, at its own expense, audit the weighing facilities of Facility or Haverhill Facility at a reasonable time designated by SEMASS; provided, however, that SEMASS shall bear the expense of such audit if the audit reveals the need for a material adjustment. SEMASS shall cause any required adjustment revealed by a test or audit to be made promptly.

2.03 Inadvertent Deliveries of Unacceptable Facility Waste; Removal of Same; Title. SEMASS may inspect each delivery to the Facility or the Haverhill Facility made by or on behalf of Truro and shall weigh the delivery vehicle both before and after it is unloaded. Subject to Applicable Law, SEMASS may reject any portion of a delivery by or on behalf of Truro that SEMASS reasonably determines does not constitute Acceptable Facility Waste, either before or after said delivery has been emptied from the delivery vehicle, and in conjunction with such rejection, SEMASS may also reject the entire contents of a delivery vehicle if SEMASS reasonably determines that a portion is Unacceptable Facility Waste. SEMASS further may remove from the Facility, transport and dispose of all Unacceptable Facility Waste delivered by or on behalf of Truro, as Truro's agent and at Truro's expense. Removal, transport and disposal of Unacceptable Facility Waste shall be accomplished in accordance with Applicable Laws. Title to Unacceptable Facility Waste never shall pass to SEMASS; title to Acceptable Facility Waste shall pass to SEMASS after inspection and acceptance at the Facility and/or the Haverhill Facility by SEMASS.

2.04 Intentionally omitted.

ARTICLE III - SERVICE AND TIP FEE PAYMENTS

3.01 Service and Tip Fees. As compensation for the services to be rendered hereunder, for which SEMASS shall invoice Truro on a monthly basis as provided in Section 3.03, Truro shall pay to SEMASS the Acceptance Fee for each Ton of Acceptable Facility Waste delivered to the Facility or the Haverhill Facility by or on behalf of Truro and accepted at the Facility or the Haverhill Facility by SEMASS during the Term.

3.02 Billing. SEMASS shall provide to Truro an invoice for each calendar month during the Term for any amounts owed hereunder by Truro to SEMASS within ten (10) days of the end of such calendar month, and Truro shall pay, reasonably dispute or partially pay and partially reasonably dispute the invoice within thirty (30) days after its receipt thereof. SEMASS shall invoice Truro at the address set forth in Article VII in accordance with the following procedures:

(a) The invoice shall set forth the total tonnage of Acceptable Facility Waste delivered by or on behalf of Truro to the Facility or the Haverhill Facility as weighed upon delivery to the Facility or the Haverhill Facility.

(b) The invoice shall set forth a calculation showing the Acceptance Fee multiplied by the number of Tons of Acceptable Facility Waste and a reasonably-detailed

description of any other amounts claimed to be due to SEMASS from Truro hereunder.

(c) All such invoices submitted shall be generated on the basis of the official weigh scale records or tickets as of the delivery to the Facility or the Haverhill Facility.

(d) The Parties shall provide to each other copies of all delivery and weight records in their possession and control of all hauling vehicles used in the performance of the services hereunder and a monthly data file of all transactions. Copies of all such daily delivery and weight records shall be maintained by the Parties for at least one (1) year beyond the termination or expiration of this Agreement.

(e) SEMASS shall provide any other documentation reasonably requested by Truro to substantiate each invoice.

3.03 Books and Records. Each Party shall cause those of its books and records relating to the quantity of Acceptable Facility Waste delivered by or on behalf of Truro and accepted by SEMASS to be available to representatives of the other Party for inspection upon reasonable notice and during normal business hours. All such inspections shall be conducted in such manner as not to cause interference with the operation of the Facility and such representatives shall comply with all reasonable rules adopted by the Party whose books and records are being inspected, or the owners or operators of the location where such books and records are made available, including rules relating to maintaining the safety of those persons present on the site where the books and records are located.

ARTICLE IV: REPRESENTATIONS AND COVENANTS

4.01 Truro Representations. Truro hereby represents and warrants to SEMASS as follows:

(a) Truro has developed the requisite expertise or has/may contract with parties who have such expertise, for performing the work required of it hereunder (including but not limited to the delivery of Acceptable Facility Waste to the Facility or Haverhill Facility), has adequate resources and equipment in good working order together with fully trained and experienced personnel capable of performing the services required of it hereunder in a good and professional manner and in accordance with this Agreement, and exhibits the standard of care and skill normally exercised by professional contractors performing the same type of services. Truro has obtained all Consents required to comply with all Applicable Law in the performance of the services required of it hereunder, and such Consents are valid and in full force and effect.

(b) Neither the execution nor the delivery by Truro of this Agreement nor the performance by Truro of its obligations hereunder (1) conflicts with, violates or results in a breach of any Applicable Law, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement, order or instrument to which Truro is a party or by

which Truro is bound, or constitutes a default under any such judgment, decree, agreement, order or instrument.

4.02 **SEMASS Representations**. SEMASS, for itself and for its Affiliates, hereby represents and warrants to Truro as follows:

(a) SEMASS and its Affiliates are engaged in the solid waste disposal business, has developed the requisite expertise for performing that work, has adequate resources and equipment in good working order together with fully trained and experienced personnel capable of performing the services required of it hereunder in a good and professional manner and in accordance with this Agreement, and exhibits the standard of care and skill normally exercised by professional contractors performing the same type of services. SEMASS has obtained all Consents required to comply with all Applicable Law to the performance of the services required of it hereunder, and such Consents are valid and in full force and effect.

(b) The Facility and the Haverhill Facility are in compliance in all material respects with all Applicable Law. SEMASS and its Affiliates has obtained all Consents required to comply with all Applicable Law applicable to the Facility and the Haverhill Facility and the performance of the services required of SEMASS and its Affiliates hereunder and such Consents are valid and in full force and effect.

(c) Neither the execution nor the delivery by SEMASS of this Agreement nor the performance by SEMASS and/or its Affiliates of its obligations hereunder (1) conflicts with, violates or results in a breach of any Applicable Law, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement, order, contract or agreement or instrument to which SEMASS and/or its Affiliates are a party or by which SEMASS and/or its Affiliates are bound, or constitutes a default under any such judgment, decree, agreement, order or instrument.

(d) SEMASS is a limited Partnership legally existing and in good standing under the laws of the Commonwealth of Massachusetts. SEMASS has the power and authority, as a Massachusetts limited partnership, to execute, deliver and perform its obligations under this Agreement.

(e) Any Affiliates performing work hereunder are legally existing and in good standing under the laws of the Commonwealth of Massachusetts or are otherwise legally existing and in good standing under the laws of the jurisdiction where they were formed and are duly registered foreign entities in the Commonwealth of Massachusetts. The Affiliates have the power and authority, to execute, deliver and perform its obligations under this Agreement.

(f) This Agreement, when executed and delivered by the SEMASS, constitutes legal, valid and binding obligations of SEMASS, enforceable in accordance with their respective terms and do not violate, any provision of the SEMASS's governing, organizational or charter documents or those of its Affiliates..

(g) There is no action, litigation, suit or proceeding at law or in equity pending or threatened in writing against SEMASS or its Affiliates challenging the validity of the transactions contemplated by this Agreement or otherwise having any material impact on SEMASS's ability to perform its obligations hereunder this Agreement including any actions in bankruptcy either voluntary or involuntary.

4.03 Truro Covenants. In addition to and without restricting in any way any other obligations or covenants set forth herein, Truro covenants and agrees as follows:

(a) Truro shall perform its obligations hereunder in a good, safe and workmanlike manner and in accordance with sound environmental practices.

(b) Upon reasonable written notice, Truro shall provide to SEMASS copies of all Consents issued to Truro which are applicable to the services to be provided by Truro hereunder.

(c) Truro shall comply with all Applicable Law applicable to the services to be provided by Truro hereunder.

(d) Truro shall promptly notify SEMASS of the occurrence of any event, condition, or occurrence, or legal, judicial, or regulatory proceedings that may result in: (1) the material noncompliance with any Applicable Law, but only if such noncompliance materially affects the ability of Truro to perform its obligations according to the terms and conditions hereunder; (2) any material inaccuracy of, or material noncompliance with, any representations, warranties or covenants by Truro in this Agreement; or (3) a material adverse effect upon the business, operations or affairs of Truro or that may materially adversely affect the ability of Truro to supply the services to be provided by Truro hereunder.

4.04 SEMASS Covenants. In addition to and without restricting in any way any other obligations or covenants set forth herein, SEMASS, for itself and for its Affiliates, covenants and agrees as follows:

(a) SEMASS shall perform its obligations hereunder in a good, safe and workmanlike manner and in accordance with sound environmental practices.

(b) Upon reasonable written notice, SEMASS shall provide to Truro copies of all Consents issued to SEMASS which are applicable to the Facility and/or the Haverhill Facility or the services to be provided by SEMASS hereunder.

(c) SEMASS shall (and shall cause the Facility and Haverhill Facility to) comply with all Applicable Law applicable to the services to be provided by SEMASS hereunder.

(d) SEMASS shall promptly notify Truro of the occurrence of any event, condition, or occurrence, or legal, judicial, or regulatory proceedings that may result in: (1) the material noncompliance with any Applicable Law, but only if such noncompliance materially affects the ability of SEMASS to provide the services to be provided by SEMASS hereunder; (2) any

material inaccuracy of, or material noncompliance with, any representations, warranties or covenants by SEMASS in this Agreement; or (3) a material adverse effect upon the business, operations or affairs of SEMASS that materially affects the ability of SEMASS to provide the services to be provided by SEMASS hereunder.

ARTICLE V - INSURANCE & INDEMNITY

5.01 **Insurance.**

(a) Each Party shall obtain and maintain continuously through the Delivery Term, and furnish to the other Party certificates attesting to the existence of, the following applicable insurance:

(i) Workers' Compensation Insurance as prescribed or permitted by Applicable Law in Massachusetts.

(ii) Commercial General Liability and Property Damage Insurance, with Contractual Liability and Products/Completed Operations coverage, with primary limits of liability of $1,000,000, combined occurrence, for bodily injury and property damage.

(iii) Commercial Automobile Liability Insurance as required by Applicable Law, but with limits of not less than $1,000,000 per occurrence for bodily injury and property damage, combined single limit for all owned, leased, non-owned and hired autos.

(iv) Commercial Pollution Legal Liability Insurance with limits of liability as follows: SEMASS - $5,000,000 per claim.

(v) Excess Liability Insurance with limits of not less than $5,000,000 per occurrence in the case of SEMASS, and $2,000,000 in the case of Truro, supplementing the primary insurances required by (ii) and (iii) above.

(b) Each Party shall cause the aforementioned policies of insurance (other than the workers' compensation insurance) to be duly and properly endorsed by the insurance underwriter to (i) provide an endorsement naming as additional insureds, the other Party, its affiliates, and their respective owners, directors, employees and agents, and (ii) provide that they may not be canceled without thirty (30) days prior written notice being given to the other Party and in the event such insurance company will not provide such notice, then the insured Party shall immediately notify the other Party of such pending cancellation. If any of such insurance policies are written on a "claims-made" basis, upon termination or cancellation of such policy, whether during or after the Term, the Party shall be responsible for purchasing "tail" insurance coverage for acts and omissions occurring during the Delivery Term. Such tail insurance coverage must remain in place for three (3) years following completion of the Term. Each Party shall provide the other Party with a certificate of insurance issued by the insurance carrier or its agent evidencing that all insurance coverage, including the "tail" insurance required by this Section, is in effect. Annually, and as otherwise, reasonably, requested by the other Party and

upon each change in the insurance carried by a Party or a change in such Party's insurance underwriter, such Party will provide the other Party with evidence that the insurance required hereunder is in place.

5.02 Indemnity. To the fullest extent permitted by Applicable Law, each Party (the "***Indemnifying Party***") shall indemnify, defend and hold harmless the other Party, its parent companies, partners, affiliates and subsidiary companies and their respective directors, officers, employees, agents, contractors, subcontractors, representatives, successors and assigns (each of the foregoing, an "***Indemnified Party***" and, collectively, the "***Indemnified Parties***"), from and against any and all claims, losses, liabilities, damages, fines, penalties, taxes, interest, fees, costs, or expenses (including, without limitation, reasonable attorneys' fees) (each, a "***Loss***" and collectively the "***Losses***") to the extent resulting or arising from (i) the acts, errors or omissions of the Indemnifying Party, its employees, agents, directors, officers, contractors or subcontractors; (ii) the breach of any representation, warranty, covenant or agreement of the Indemnifying Party under this Agreement; and/or (iii) the enforcement of this indemnity; provided, however, that the Indemnifying Party shall not be obligated to provide the indemnification hereunder to the extent that a Loss is caused by the negligence or willful misconduct of the Indemnified Party seeking indemnification. Neither Party shall have any liability to the other under this Agreement for any special, consequential, punitive, indirect or incidental damages, including loss of use, loss or delayed receipt or revenues, loss of anticipated profits, cost of capital loss of goodwill or similar damages. In no event shall Truro be obligated to indemnify SEMASS for any claim arising out of environmental pollution except to the extent such environmental pollution is the direct result of gross negligence or willful misconduct of an employee or representative of Truro.

ARTICLE VI - DEFAULT AND TERMINATION

6.01 SEMASS Events of Default. Each of the following shall constitute an "***Event of Default***" by SEMASS:

(a) SEMASS, for itself and its Affiliates, shall fail to accept from Truro the Acceptable Facility Waste SEMASS has committed to accept hereunder;

(b) SEMASS, for itself and its Affiliates, shall breach any material representation, warranty, covenant or agreement under this Agreement or shall fail to timely perform any other material obligation under this Agreement; or

(c) (i) SEMASS shall be or become bankrupt or make an arrangement with or for the benefit of its creditors or consent to or acquiesce in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) an involuntary bankruptcy, winding up, reorganization, insolvency arrangement or similar proceeding shall be instituted against SEMASS under the laws of any jurisdiction, which proceeding has not been dismissed within ninety (90) days, or (iii) any action or answer shall be taken or filed by SEMASS approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution

or attachment upon the property of SEMASS which shall materially interfere with its performance hereunder.

6.02 Truro Events of Default. Each of the following shall constitute an "***Event of Default***" by Truro:

(a) Truro shall fail to pay amounts owed to SEMASS under this Agreement within thirty (30) days following receipt of an invoice from SEMASS therefor;

(b) Truro shall breach any material representation, warranty, covenant or agreement under this Agreement or shall fail to timely perform any other material obligation under this Agreement; or

(c) (i) Truro shall be or become bankrupt or make an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, winding up, reorganization, insolvency arrangement or similar proceeding shall be instituted by or against Truro under the laws of any jurisdiction, which proceeding has not been dismissed within ninety (90) days, or (iii) any action or answer shall be taken or filed by Truro approving of, consenting to, or acquiescing in such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of Truro which shall materially interfere with its performance hereunder.

6.03 Remedies. An Event of Default described in Section 6.01 and 6.02 shall become a "***Default***" under this Agreement if not cured within forty-five (45) days after written notification to the defaulting Party from the other Party describing in reasonable detail the nature of the Event of Default; provided, however, that such forty-five-day period shall be extended for up to an additional ninety (90) days so long as the breaching Party is actively and continuously pursuing good faith efforts to cure the Event of Default; provided, further, that an Event of Default of the character described in Sections 6.01(c) and 6.02(c) shall be a "***Default***" immediately, with or without delivery of such notice.

(a) Termination by Truro. Truro shall have the right to terminate this Agreement by delivering written notice to SEMASS if: (i) SEMASS shall be in Default, beyond all applicable notice and cure periods, under Section 6.01 (Truro shall also be permitted to recover actual damages resulting from any such Default); or (ii) there is one or more Changes in Law, or a surcharge or surcharges based upon one or more Changes in Law (but only if the aggregate amount of the surcharge(s) over the Term would total at least five hundred thousand dollars ($500,000)), affecting Truro; or (iii) there is a UCC lasting more than one hundred and eighty (180) days. This Agreement shall terminate on the forty-fifth (45th) day following the date of such notice; provided, however, that a Default described in Section 6.01(c) shall not require notice by Truro and shall terminate this Agreement forthwith.

(b) Termination by SEMASS. SEMASS shall have the right to terminate this Agreement by delivering written notice to Truro if: (i) Truro shall be in Default, beyond all applicable notice and cure periods, under Section 6.02 (SEMASS shall also be permitted to

recover actual damages resulting from any such Default); and/or (ii) there is a UCC lasting more than one hundred and eighty (180) days affecting SEMASS, the Facility, the Affiliates and/or the Haverhill Facility. This Agreement shall terminate on the forty-fifth (45th) day following the date of such notice.

(c) Damages. Except as otherwise provided in this Article VI, neither Party shall have the right to terminate this Agreement or to require specific performance by the other Party and damages shall ordinarily be considered an adequate remedy for a Default by either Party under this Agreement.

6.04 General.

(a) Section 3.03 and Articles V and VI shall survive the termination or expiration of this Agreement.

6.05 No Liability for UCC. Subject to rights of termination as set forth in section 6.03 above and except for any obligation to pay money, neither Party shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of a UCC. The Party whose performance under this Agreement has been affected by a UCC shall provide prompt notice of the commencement and the cessation of such UCC to the other Party. Whenever a UCC shall occur, the Party claiming to be adversely affected thereby shall perform in accordance with this Agreement to the extent not adversely affected by such UCC (subject to the requirements of other contracts effective prior to the date hereof) and shall, as quickly as reasonably possible, attempt to eliminate the cause therefor, reduce costs and resume full performance under this Agreement.

ARTICLE VII – MISCELLANEOUS

7.01 Term. Unless sooner terminated in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue in effect until the end of the Delivery Term (the "Term").

7.02 Assignment and Subcontracting. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign this Agreement, without the prior written consent of the other Party, whether by operation of law, merger or otherwise, to any Affiliate, subsidiary, parent, or successor; provided, further, that no such assignment shall release the assigning Party from its obligations under this Agreement, unless the other Party expressly releases the assigning Party in writing.

7.03 Further Assurances. Each Party agrees to execute and deliver any instrument and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

7.04 **Relationship of the Parties.** Except as otherwise explicitly provided herein, no Party shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other Party and nothing in this Agreement shall be deemed to constitute any Party a partner, agent or legal representative of any other Party nor to create any fiduciary relationship between or among the Parties.

7.05 **Notices.** Except as otherwise expressly provided in this Agreement, any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, by commercial overnight courier, by telecopy (receipt confirmed) or by electronic mail as follows:

If to SEMASS:
SEMASS Partnership
141 Cranberry Highway
West Wareham, MA 02576
Phone: (508) 291-4450
Fax: (508) 291-1522
Attn: Rich O'Connor
Email: roconnor@covanta.com

With a copy to:
Covanta Energy, LLC
445 South Street
Morristown, New Jersey 07960
Phone: (862) 345-5234
Fax: (862) 345-5140
Attn: General Counsel

If to Truro via United States Postal Service mail/telecopy/electronic mail:
Town of Truro
24 Town Hall Road
Truro, MA 02666
Phone: (508) 349-7004
Attn: Town Manager
Email: rpalmer@truro-ma.gov

With Copy to Town Counsel at:
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
Attn: Matthew G. Feher, Esq.
Email: MFeher@k-plaw.com

Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by written notice to the other Party.

7.06 **Waiver.** The waiver by either Party of a default or a breach of any provision of this Agreement by the other Party shall not operate or be construed to operate as a waiver of any other provision or subsequent default or breach. The making or the acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of that or any subsequent default or breach.

7.07 **Modifications.** The provisions of this Agreement shall (a) constitute the entire agreement between the Parties, and (b) be modified only in writing duly executed by the Party to be bound.

7.08 **Headings.** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

7.09 **Governing Law/Dispute Resolution.** This Agreement and any question concerning its validity, construction or performance shall be governed by Massachusetts law, irrespective of the principles of conflicts of law and this Agreement shall be enforceable, in whole or part in a court of competent jurisdiction located in the Commonwealth of Massachusetts. The Parties agree that any controversy, dispute or claim arising out of or relating to this Agreement or a breach of any of the terms or conditions of this Agreement, which cannot be resolved by the Parties within thirty (30) days after written notice by either Party, may be subject to nonbinding mediation.

7.10 **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which shall be deemed the same instrument. Facsimile and portable document format (PDF) copies of signatures shall be deemed original signatures.

7.11 **Severability.** If any provision of this Agreement shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

7.12 **Interest on Overdue Payments.** All payments to be made under this Agreement outstanding after the applicable due date shall bear interest at the maximum lawful rate, or 1% per month, whichever rate is lower.

7.13 **Non Appropriation Clause.** Truro and SEMASS understand that a town meeting vote is required on an annual basis to appropriate funds for waste disposal. If Truro fails to appropriate funds for waste disposal hereunder, then, upon 30 days' written notice to SEMASS, both parties shall be released from the commitments under this Agreement, and it shall be considered null and void.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as an instrument under seal by their duly authorized representatives as of the day and year first above written.

SEMASS PARTNERSHIP
By: Covanta Company of SEMASS, LLC,
the Managing General Partner of SEMASS Partnership

By: _____
Name: Derek Veerkoff
Title: EVP

TOWN OF TRURO, MASSACHUSETTS

By: _____
Name: JANET WORTHINGTON
Title: CHAIR

[*Signature page to Municipal Solid Waste Disposal Agreement*]

APPENDIX A

Schedule of Acceptance Fees

The Acceptance Fee for each year during the Term of this Agreement shall be as follows:

January 1, 2020 – December 31, 2020	$90.00/Ton
January 1, 2021 – December 31, 2021	$94.50/Ton
January 1, 2022 – December 31, 2022	$99.25/Ton
January 1, 2023 – December 31, 2023	$101.74/Ton
January 1, 2024 – December 31, 2024	$104.29/Ton

AMENDMENT #1 TO THE TOWN OF TRURO
MUNICIPAL SOLID WASTE DISPOSAL AGREEMENT

This Amendment #1 to the Town of Truro Municipal Solid Waste Disposal Agreement (this "Amendment") is dated as of 11/22, 2024, by and between the Town of Truro, Massachusetts, a municipal corporation organized and existing under the laws of The Commonwealth of Massachusetts with an address of 24 Town Hall Road, P.O. Box 2030, Truro, Massachusetts 02666, acting by and through its _____ (the "Municipality"), and Reworld SEMASS Limited Partnership (formerly known as SEMASS Partnership), a Massachusetts limited partnerhsip with a principal office address 141 Cranberry Highway, West Wareham, MA 02576, registered to do business and in good standing in The Commonwealth of Massachusetts (the "Contractor"). Contractor and Municipality are sometimes referred to herein individually as a "party" and collectively as the "parties." Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them by the Agreement (as such term is defined herein).

WHEREAS, the Municipality and the Contractor are parties to that Municipal Solid Waste Disposal Agreement dated as of December 17, 2019 (the "Agreement"); and

WHEREAS, the parties now wish to amend the Agreement solely in the manner and to extent set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Agreement is hereby amended as follows:

   a. Article 1. Certain Definitions. The term "Delivery Term" is hereby deleted in its entirety and replaced with the following:

      "***Delivery Term***" means the period of time commencing on January 1, 2021 (the "Commencement Date") and ending on 11:59 p.m. on December 31, 2030, as may be further extended for as many as five (5) additional years upon the written mutual agreement of the parties."

   b. Appendix A. Schedule of Acceptance Fees. Appendix A to the Agreement is hereby amended by adding the following at the end thereof:

      "The Acceptance Fee beginning on January 1, 2025 through December 31, 2025 shall be $107.42/Ton, and shall increase on each annual anniversary thereafter by the lesser of (a) the Consumer Price Index for Water, Sewer and Trash Collection published by the U.S. Department of Labor, Bureau of Labor Statistics or (b) 4.5%,l."

2. Except as expressly modified herein, all terms and conditions of Agreement remain in full force and effect and are hereby ratified and confirmed. If any inconsistency exists or arises between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern.

3. If any portion of this Amendment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall nevertheless remain in full force and

effect. This Amendment has been negotiated by the parties and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any party.

4. Each party represents and warrants to the other party to this Amendment that each has the power, right and authority to enter into this Amendment and to consummate the transactions contemplated hereby.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officers as of the date first indicated above.

REWORLD SEMASS LIMITED PARTNERSHIP

BY ITS MANAGING GENERAL PARTNER, REWORLD SEMASS, LLC

By: Thomas M Hickey
Name: Thomas Hickey
Title: Vice President

TOWN OF TRURO

By: _____
Name:
Title:

[Signature Page to Amendment 1 to Municipal Solid Waste Disposal Agreement]

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Department of Public Works

REQUESTOR: Jarrod J. Cabral, DPW Director

REQUESTED MEETING DATE: December 10, 2024

ITEM: Review and Approval of Municipal Solid Waste Agreement with Reworld SEMASS

EXPLANATION: The Town's solid waste disposal contract will expire on December 31, 2024. The new contract will run from January 1, 2025 – December 31, 2030. Town Counsel has reviewed the terms of the contract on behalf of the Town and staff verified that the proposed rates are consistent with the current waste disposal market.

FINANCIAL SOURCE (IF APPLICABLE): Annually funded at Town Meeting (Transfer Station Budget Services)

IMPACT IF NOT APPROVED: The Town will operate without a solid waste disposal contract and could be subject to increasing disposal rates.

SUGGESTED ACTION: *Motion to approve Amendment #1 to the Municipal Solid Waste Disposal Agreement with Reworld SEMASS and to authorize the Chair of the Select Board to sign the contract electronically.*

ATTACHMENTS:

1. Municipal solid waste agreement with Reworld SEMASS
2. Amendment #1 to the Municipal solid waste disposal agreement

Execution Version

MUNICIPAL SOLID WASTE DISPOSAL AGREEMENT

This Municipal Solid Waste Disposal Agreement (this "***Agreement***") is entered into as of Dec 17, 2019 (the "***Effective Date***"), by and between SEMASS Partnership, a Massachusetts limited partnership ("***SEMASS***"), and the Town of Truro, Massachusetts, a body corporate and politic ("***Truro***"). SEMASS and Truro are sometimes referred to individually as a "Party," and collectively as the "Parties."

Recitals

A. SEMASS operates an energy-from-waste facility located at 141 Cranberry Highway, Route 28, West Wareham, Massachusetts 02576 (the "***Facility***"); and

B. Truro desires to deliver, and SEMASS desires to accept for disposal at the Facility, certain quantities of Acceptable Facility Waste (hereinafter defined), in accordance with and subject to the provisions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the promises and of the mutual obligations undertaken herein, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I - CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

"***Acceptable Facility Waste***" means mixed household solid waste generated within the boundaries of Truro by residents and (i) which has the characteristics of solid waste normally collected or disposed of by residences, schools, churches and municipal offices and (ii) which is permitted under Applicable Law to be accepted at and processed by the Facility and which is not Unacceptable Facility Waste. Acceptable Waste must be of a size and composition such that the Facility is able to process it.

"Acceptance Fee" means the amounts set forth in Appendix A.

"***Affiliate***" shall mean Covanta Holding Corporation and/or any entity, fifty percent (50%) or more of which is owned, directly or indirectly, or controlled by Covanta Holding Corporation. These Affiliates of SEMASS are intended to be third party beneficiaries of this Agreement.

"***Applicable Law***" means each and every applicable Federal, state, county, city or local law, statute, by-law, charter, ordinance, rule, regulation, order, Consent, permit, license or approval of any governmental, quasi-governmental, regulatory or administrative agency or authority or court or other tribunal having jurisdiction.

"***Billing Period***" means each calendar month during the Delivery Term.

"***Consent***" means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any governmental, quasi-governmental, regulatory or judicial body, entity, authority or tribunal.

"***Delivery Term***" means the period of time commencing on January 1, 2021 (the "Commencement Date") and ending on 11:59 p.m. on December 31, 2025.

"***Effective Date***" means the first date above written.

"***Facility Receiving Times***" means Monday through Friday from 5:00 a.m. to 6:30 p.m., and Saturday from 5:30 a.m. to 6:30 p.m., exclusive of Holidays, or such other times as specified by SEMASS upon thirty (30) days prior written notice.

"***FOB***" means freight on board.

"***Haverhill Facility***" means the energy-from-waste facility located at 100 Recovery Road, Haverhill, Massachusetts.

"***Holidays***" mean New Year's Day, Independence Day, Thanksgiving Day and Christmas Day.

"Indemnifying Party," "Indemnified Party," and ***"Indemnified Parties"*** have the meanings specified in Section 5.02 hereof.

"Loss" and ***"Losses"*** have the meanings specified in Section 5.02 hereof.

"***Truro's Allocable Share***" means, for a calendar year, a percentage equal to the Acceptable Facility Waste delivered by Truro in the immediately preceding calendar year divided by the number of contracted tons (with a term of one year of longer) for the Facility for the immediately preceding calendar year.

"***Term***" has the meaning specified in Section 7.01 hereof.

"***Ton***" means a "short ton" of 2,000 pounds.

"***Unacceptable Facility Waste***" means: (i) any and all waste which by reason of its size, durability, composition, characteristics or quantity (A) is defined or regulated as, or which would result in Ash being described as, hazardous by any federal, state, county, city or local authority or (B) may present a danger to the public health, safety or welfare or to the environment; (ii) any and all waste that is required to be recycled or composted under Applicable Law; (iii) lead batteries, leaves, tires, white goods, yard waste, aluminum containers, metal or glass containers, single polymer plastics, recyclable paper, cathode ray tubes, asphalt pavement, brick, concrete,

metal, wood and clean gypsum wall board, commercial and industrial wastes, pathological or biological waste, radioactive waste, motor vehicles, gas cylinders, tanks and drums of any kind, rolls of any material, liquid waste, gases of any type, PCB light ballasts, mercury bearing products, asbestos, air conditioners, tires, and animal carcasses; (iv) incinerator residue, demolition and construction debris, regulated medical waste, substances in gaseous form, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, white goods, large or solid metallic objects (such as castings, forgings and gas cylinders) or any object greater than two (2) cubic feet in volume, any material greater than six (6) inches in diameter or four (4) feet in length (including steel or nylon rope, chains, cables or magnetic tape), any roll of material greater than twelve (12) inches in diameter (including carpeting, fencing, plastic, etc.), yard waste and non-burnable construction or demolition debris; and (v) any and all waste the disposal or processing of which at the Facility is prohibited by any applicable Facility Consent condition or by any Applicable Law; and (vi) any and all material that cannot be processed at the Facility or that has the reasonable possibility of adversely affecting the operation of any part of the Facility.

"***Uncontrollable Circumstance***" or "***UCC***" means any act, event or condition, occurring on or after the Effective Date, that has had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of a Party under this Agreement, or a material adverse effect on the Facility or the Haverhill Facility, if such act, event or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement including, without limitation, the following:

(a) an act of God, landslide, lightning, earthquake, fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance or any similar occurrence;

(b) the order and/or judgment of a federal, state or local court, administrative agency or governmental body;

(c) the suspension, termination, interruption, denial or failure of renewal of any Consent essential to the operation of the Facility or the Haverhill Facility;

(d) a labor dispute, strike, work slowdown or work stoppage involving essential employees or contractors;

(e) the partial or entire loss of, inability to obtain, or delay in the provision of any utility services, including water, sewerage, fossil fuels and electric power, necessary for operation of the Facility or the Haverhill Facility or blockage of access to the Facility or the Haverhill Facility;

(f) the inability of SEMASS to obtain required supplies from anywhere within the continental United States; or

(g) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of the Facility or the Haverhill Facility or any portion thereof by action of any federal, state,

county or local governmental, quasi-governmental or regulatory agency or authority which materially impacts operations at the Facility, and/or the Haverhill Facility, as applicable.

(h) It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute a UCC: (i) any act, event or circumstance that would not have occurred if the Party asserting excuse of performance due to a UCC complied with its obligations under this Agreement, Applicable Law and/or the requirements and/or conditions of a Consent; (ii) changes in interest rates, inflation rates, labor costs, energy prices, insurance costs, commodity prices, currency values, exchange rates or other general economic conditions; (iii) changes in the financial condition of the Town; (iv) union or labor work rules, requirements or demands that have the effect of increasing the number of employees employed by SEMASS and its Affiliates and also at the Facility and/or the Haverhill Facility as applicable, or otherwise increasing the cost to SEMASS and/or Affiliates of performance; (v) any event the effect of which could have been prevented or avoided by the exercise of due care, foresight or due diligence on the part of the Party asserting excuse of performance resulting from a UCC, its agents, employees and subcontractors and (vi) reasonably anticipated and ordinary, seasonal weather conditions for the north eastern region of the United States.

ARTICLE II - DELIVERY AND ACCEPTANCE OF WASTE

2.01 Acceptable Facility Waste. During the Delivery Term, Truro shall deliver or cause to be delivered FOB the Facility and SEMASS shall accept, all the Acceptable Facility Waste generated within the municipal boundaries of Truro over which it has control or the right to direct; provided, that, in the event that the Facility is not available to accept the Acceptable Facility Waste, SEMASS shall notify Truro via email and Truro will transport the Acceptable Facility Waste to the Haverhill Facility, and the additional transportation cost shall be at SEMASS's sole cost and expense except that Truro shall be responsible for such costs (to be determined on a case-by case basis and mutually agreed to by the parties in writing) in the event that Acceptable Facility Waste is transported to the Haverhill Facility due to Facility unavailability caused by an UCC. On or before July 1st of each calendar year during the Delivery Term, Truro shall provide to SEMASS a written estimate of the aggregate amount of Tons of Acceptable Facility Waste to be delivered to the Facility by or on behalf of Truro during the next succeeding calendar year, and Truro shall use reasonable efforts to cause such Acceptable Facility Waste to be delivered to the Facility approximately ratably throughout the year, subject to seasonal fluctuations in waste flow. Truro shall deliver or cause to be delivered Acceptable Facility Waste to the Facility during Facility Receiving Times, and shall comply with the hauler's rules and regulations of the Facility, as those rules and regulations are generally applied and are amended from time to time by SEMASS, in the delivery and disposal of Acceptable Facility Waste at the Facility.

2.02 Weighing of Waste Deliveries. SEMASS shall cause to be maintained weighing facilities at the Facility and the Haverhill Facility for the purpose of determining the total tonnage of Acceptable Facility Waste delivered to the Facility and the Haverhill Facility. The weighing facilities at the Facility and the Haverhill Facility shall be tested for accuracy at least once each calendar year, at the expense of the operator of such weighing facilities, and a copy of

the most recent test results shall be disclosed to Truro upon request. Upon reasonable notice to the SEMASS, Truro may, at its own expense, audit the weighing facilities of Facility or Haverhill Facility at a reasonable time designated by SEMASS; provided, however, that SEMASS shall bear the expense of such audit if the audit reveals the need for a material adjustment. SEMASS shall cause any required adjustment revealed by a test or audit to be made promptly.

2.03 Inadvertent Deliveries of Unacceptable Facility Waste; Removal of Same; Title. SEMASS may inspect each delivery to the Facility or the Haverhill Facility made by or on behalf of Truro and shall weigh the delivery vehicle both before and after it is unloaded. Subject to Applicable Law, SEMASS may reject any portion of a delivery by or on behalf of Truro that SEMASS reasonably determines does not constitute Acceptable Facility Waste, either before or after said delivery has been emptied from the delivery vehicle, and in conjunction with such rejection, SEMASS may also reject the entire contents of a delivery vehicle if SEMASS reasonably determines that a portion is Unacceptable Facility Waste. SEMASS further may remove from the Facility, transport and dispose of all Unacceptable Facility Waste delivered by or on behalf of Truro, as Truro's agent and at Truro's expense. Removal, transport and disposal of Unacceptable Facility Waste shall be accomplished in accordance with Applicable Laws. Title to Unacceptable Facility Waste never shall pass to SEMASS; title to Acceptable Facility Waste shall pass to SEMASS after inspection and acceptance at the Facility and/or the Haverhill Facility by SEMASS.

2.04 Intentionally omitted.

ARTICLE III - SERVICE AND TIP FEE PAYMENTS

3.01 Service and Tip Fees. As compensation for the services to be rendered hereunder, for which SEMASS shall invoice Truro on a monthly basis as provided in Section 3.03, Truro shall pay to SEMASS the Acceptance Fee for each Ton of Acceptable Facility Waste delivered to the Facility or the Haverhill Facility by or on behalf of Truro and accepted at the Facility or the Haverhill Facility by SEMASS during the Term.

3.02 Billing. SEMASS shall provide to Truro an invoice for each calendar month during the Term for any amounts owed hereunder by Truro to SEMASS within ten (10) days of the end of such calendar month, and Truro shall pay, reasonably dispute or partially pay and partially reasonably dispute the invoice within thirty (30) days after its receipt thereof. SEMASS shall invoice Truro at the address set forth in Article VII in accordance with the following procedures:

(a) The invoice shall set forth the total tonnage of Acceptable Facility Waste delivered by or on behalf of Truro to the Facility or the Haverhill Facility as weighed upon delivery to the Facility or the Haverhill Facility.

(b) The invoice shall set forth a calculation showing the Acceptance Fee multiplied by the number of Tons of Acceptable Facility Waste and a reasonably-detailed

description of any other amounts claimed to be due to SEMASS from Truro hereunder.

(c) All such invoices submitted shall be generated on the basis of the official weigh scale records or tickets as of the delivery to the Facility or the Haverhill Facility.

(d) The Parties shall provide to each other copies of all delivery and weight records in their possession and control of all hauling vehicles used in the performance of the services hereunder and a monthly data file of all transactions. Copies of all such daily delivery and weight records shall be maintained by the Parties for at least one (1) year beyond the termination or expiration of this Agreement.

(e) SEMASS shall provide any other documentation reasonably requested by Truro to substantiate each invoice.

3.03 Books and Records. Each Party shall cause those of its books and records relating to the quantity of Acceptable Facility Waste delivered by or on behalf of Truro and accepted by SEMASS to be available to representatives of the other Party for inspection upon reasonable notice and during normal business hours. All such inspections shall be conducted in such manner as not to cause interference with the operation of the Facility and such representatives shall comply with all reasonable rules adopted by the Party whose books and records are being inspected, or the owners or operators of the location where such books and records are made available, including rules relating to maintaining the safety of those persons present on the site where the books and records are located.

ARTICLE IV: REPRESENTATIONS AND COVENANTS

4.01 Truro Representations. Truro hereby represents and warrants to SEMASS as follows:

(a) Truro has developed the requisite expertise or has/may contract with parties who have such expertise, for performing the work required of it hereunder (including but not limited to the delivery of Acceptable Facility Waste to the Facility or Haverhill Facility), has adequate resources and equipment in good working order together with fully trained and experienced personnel capable of performing the services required of it hereunder in a good and professional manner and in accordance with this Agreement, and exhibits the standard of care and skill normally exercised by professional contractors performing the same type of services. Truro has obtained all Consents required to comply with all Applicable Law in the performance of the services required of it hereunder, and such Consents are valid and in full force and effect.

(b) Neither the execution nor the delivery by Truro of this Agreement nor the performance by Truro of its obligations hereunder (1) conflicts with, violates or results in a breach of any Applicable Law, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement, order or instrument to which Truro is a party or by

which Truro is bound, or constitutes a default under any such judgment, decree, agreement, order or instrument.

4.02 **SEMASS Representations**. SEMASS, for itself and for its Affiliates, hereby represents and warrants to Truro as follows:

(a) SEMASS and its Affiliates are engaged in the solid waste disposal business, has developed the requisite expertise for performing that work, has adequate resources and equipment in good working order together with fully trained and experienced personnel capable of performing the services required of it hereunder in a good and professional manner and in accordance with this Agreement, and exhibits the standard of care and skill normally exercised by professional contractors performing the same type of services. SEMASS has obtained all Consents required to comply with all Applicable Law to the performance of the services required of it hereunder, and such Consents are valid and in full force and effect.

(b) The Facility and the Haverhill Facility are in compliance in all material respects with all Applicable Law. SEMASS and its Affiliates has obtained all Consents required to comply with all Applicable Law applicable to the Facility and the Haverhill Facility and the performance of the services required of SEMASS and its Affiliates hereunder and such Consents are valid and in full force and effect.

(c) Neither the execution nor the delivery by SEMASS of this Agreement nor the performance by SEMASS and/or its Affiliates of its obligations hereunder (1) conflicts with, violates or results in a breach of any Applicable Law, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement, order, contract or agreement or instrument to which SEMASS and/or its Affiliates are a party or by which SEMASS and/or its Affiliates are bound, or constitutes a default under any such judgment, decree, agreement, order or instrument.

(d) SEMASS is a limited Partnership legally existing and in good standing under the laws of the Commonwealth of Massachusetts. SEMASS has the power and authority, as a Massachusetts limited partnership, to execute, deliver and perform its obligations under this Agreement.

(e) Any Affiliates performing work hereunder are legally existing and in good standing under the laws of the Commonwealth of Massachusetts or are otherwise legally existing and in good standing under the laws of the jurisdiction where they were formed and are duly registered foreign entities in the Commonwealth of Massachusetts. The Affiliates have the power and authority, to execute, deliver and perform its obligations under this Agreement.

(f) This Agreement, when executed and delivered by the SEMASS, constitutes legal, valid and binding obligations of SEMASS, enforceable in accordance with their respective terms and do not violate, any provision of the SEMASS's governing, organizational or charter documents or those of its Affiliates..

(g) There is no action, litigation, suit or proceeding at law or in equity pending or threatened in writing against SEMASS or its Affiliates challenging the validity of the transactions contemplated by this Agreement or otherwise having any material impact on SEMASS's ability to perform its obligations hereunder this Agreement including any actions in bankruptcy either voluntary or involuntary.

4.03 Truro Covenants. In addition to and without restricting in any way any other obligations or covenants set forth herein, Truro covenants and agrees as follows:

(a) Truro shall perform its obligations hereunder in a good, safe and workmanlike manner and in accordance with sound environmental practices.

(b) Upon reasonable written notice, Truro shall provide to SEMASS copies of all Consents issued to Truro which are applicable to the services to be provided by Truro hereunder.

(c) Truro shall comply with all Applicable Law applicable to the services to be provided by Truro hereunder.

(d) Truro shall promptly notify SEMASS of the occurrence of any event, condition, or occurrence, or legal, judicial, or regulatory proceedings that may result in: (1) the material noncompliance with any Applicable Law, but only if such noncompliance materially affects the ability of Truro to perform its obligations according to the terms and conditions hereunder; (2) any material inaccuracy of, or material noncompliance with, any representations, warranties or covenants by Truro in this Agreement; or (3) a material adverse effect upon the business, operations or affairs of Truro or that may materially adversely affect the ability of Truro to supply the services to be provided by Truro hereunder.

4.04 SEMASS Covenants. In addition to and without restricting in any way any other obligations or covenants set forth herein, SEMASS, for itself and for its Affiliates, covenants and agrees as follows:

(a) SEMASS shall perform its obligations hereunder in a good, safe and workmanlike manner and in accordance with sound environmental practices.

(b) Upon reasonable written notice, SEMASS shall provide to Truro copies of all Consents issued to SEMASS which are applicable to the Facility and/or the Haverhill Facility or the services to be provided by SEMASS hereunder.

(c) SEMASS shall (and shall cause the Facility and Haverhill Facility to) comply with all Applicable Law applicable to the services to be provided by SEMASS hereunder.

(d) SEMASS shall promptly notify Truro of the occurrence of any event, condition, or occurrence, or legal, judicial, or regulatory proceedings that may result in: (1) the material noncompliance with any Applicable Law, but only if such noncompliance materially affects the ability of SEMASS to provide the services to be provided by SEMASS hereunder; (2) any

material inaccuracy of, or material noncompliance with, any representations, warranties or covenants by SEMASS in this Agreement; or (3) a material adverse effect upon the business, operations or affairs of SEMASS that materially affects the ability of SEMASS to provide the services to be provided by SEMASS hereunder.

ARTICLE V - INSURANCE & INDEMNITY

5.01 **Insurance.**

(a) Each Party shall obtain and maintain continuously through the Delivery Term, and furnish to the other Party certificates attesting to the existence of, the following applicable insurance:

(i) Workers' Compensation Insurance as prescribed or permitted by Applicable Law in Massachusetts.

(ii) Commercial General Liability and Property Damage Insurance, with Contractual Liability and Products/Completed Operations coverage, with primary limits of liability of $1,000,000, combined occurrence, for bodily injury and property damage.

(iii) Commercial Automobile Liability Insurance as required by Applicable Law, but with limits of not less than $1,000,000 per occurrence for bodily injury and property damage, combined single limit for all owned, leased, non-owned and hired autos.

(iv) Commercial Pollution Legal Liability Insurance with limits of liability as follows: SEMASS - $5,000,000 per claim.

(v) Excess Liability Insurance with limits of not less than $5,000,000 per occurrence in the case of SEMASS, and $2,000,000 in the case of Truro, supplementing the primary insurances required by (ii) and (iii) above.

(b) Each Party shall cause the aforementioned policies of insurance (other than the workers' compensation insurance) to be duly and properly endorsed by the insurance underwriter to (i) provide an endorsement naming as additional insureds, the other Party, its affiliates, and their respective owners, directors, employees and agents, and (ii) provide that they may not be canceled without thirty (30) days prior written notice being given to the other Party and in the event such insurance company will not provide such notice, then the insured Party shall immediately notify the other Party of such pending cancellation. If any of such insurance policies are written on a "claims-made" basis, upon termination or cancellation of such policy, whether during or after the Term, the Party shall be responsible for purchasing "tail" insurance coverage for acts and omissions occurring during the Delivery Term. Such tail insurance coverage must remain in place for three (3) years following completion of the Term. Each Party shall provide the other Party with a certificate of insurance issued by the insurance carrier or its agent evidencing that all insurance coverage, including the "tail" insurance required by this Section, is in effect. Annually, and as otherwise, reasonably, requested by the other Party and

upon each change in the insurance carried by a Party or a change in such Party's insurance underwriter, such Party will provide the other Party with evidence that the insurance required hereunder is in place.

5.02 Indemnity. To the fullest extent permitted by Applicable Law, each Party (the "***Indemnifying Party***") shall indemnify, defend and hold harmless the other Party, its parent companies, partners, affiliates and subsidiary companies and their respective directors, officers, employees, agents, contractors, subcontractors, representatives, successors and assigns (each of the foregoing, an "***Indemnified Party***" and, collectively, the "***Indemnified Parties***"), from and against any and all claims, losses, liabilities, damages, fines, penalties, taxes, interest, fees, costs, or expenses (including, without limitation, reasonable attorneys' fees) (each, a "***Loss***" and collectively the "***Losses***") to the extent resulting or arising from (i) the acts, errors or omissions of the Indemnifying Party, its employees, agents, directors, officers, contractors or subcontractors; (ii) the breach of any representation, warranty, covenant or agreement of the Indemnifying Party under this Agreement; and/or (iii) the enforcement of this indemnity; provided, however, that the Indemnifying Party shall not be obligated to provide the indemnification hereunder to the extent that a Loss is caused by the negligence or willful misconduct of the Indemnified Party seeking indemnification. Neither Party shall have any liability to the other under this Agreement for any special, consequential, punitive, indirect or incidental damages, including loss of use, loss or delayed receipt or revenues, loss of anticipated profits, cost of capital loss of goodwill or similar damages. In no event shall Truro be obligated to indemnify SEMASS for any claim arising out of environmental pollution except to the extent such environmental pollution is the direct result of gross negligence or willful misconduct of an employee or representative of Truro.

ARTICLE VI - DEFAULT AND TERMINATION

6.01 SEMASS Events of Default. Each of the following shall constitute an "***Event of Default***" by SEMASS:

(a) SEMASS, for itself and its Affiliates, shall fail to accept from Truro the Acceptable Facility Waste SEMASS has committed to accept hereunder;

(b) SEMASS, for itself and its Affiliates, shall breach any material representation, warranty, covenant or agreement under this Agreement or shall fail to timely perform any other material obligation under this Agreement; or

(c) (i) SEMASS shall be or become bankrupt or make an arrangement with or for the benefit of its creditors or consent to or acquiesce in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) an involuntary bankruptcy, winding up, reorganization, insolvency arrangement or similar proceeding shall be instituted against SEMASS under the laws of any jurisdiction, which proceeding has not been dismissed within ninety (90) days, or (iii) any action or answer shall be taken or filed by SEMASS approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution

or attachment upon the property of SEMASS which shall materially interfere with its performance hereunder.

6.02 Truro Events of Default. Each of the following shall constitute an "***Event of Default***" by Truro:

(a) Truro shall fail to pay amounts owed to SEMASS under this Agreement within thirty (30) days following receipt of an invoice from SEMASS therefor;

(b) Truro shall breach any material representation, warranty, covenant or agreement under this Agreement or shall fail to timely perform any other material obligation under this Agreement; or

(c) (i) Truro shall be or become bankrupt or make an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, winding up, reorganization, insolvency arrangement or similar proceeding shall be instituted by or against Truro under the laws of any jurisdiction, which proceeding has not been dismissed within ninety (90) days, or (iii) any action or answer shall be taken or filed by Truro approving of, consenting to, or acquiescing in such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of Truro which shall materially interfere with its performance hereunder.

6.03 Remedies. An Event of Default described in Section 6.01 and 6.02 shall become a "***Default***" under this Agreement if not cured within forty-five (45) days after written notification to the defaulting Party from the other Party describing in reasonable detail the nature of the Event of Default; provided, however, that such forty-five-day period shall be extended for up to an additional ninety (90) days so long as the breaching Party is actively and continuously pursuing good faith efforts to cure the Event of Default; provided, further, that an Event of Default of the character described in Sections 6.01(c) and 6.02(c) shall be a "***Default***" immediately, with or without delivery of such notice.

(a) Termination by Truro. Truro shall have the right to terminate this Agreement by delivering written notice to SEMASS if: (i) SEMASS shall be in Default, beyond all applicable notice and cure periods, under Section 6.01 (Truro shall also be permitted to recover actual damages resulting from any such Default); or (ii) there is one or more Changes in Law, or a surcharge or surcharges based upon one or more Changes in Law (but only if the aggregate amount of the surcharge(s) over the Term would total at least five hundred thousand dollars ($500,000)), affecting Truro; or (iii) there is a UCC lasting more than one hundred and eighty (180) days. This Agreement shall terminate on the forty-fifth (45th) day following the date of such notice; provided, however, that a Default described in Section 6.01(c) shall not require notice by Truro and shall terminate this Agreement forthwith.

(b) Termination by SEMASS. SEMASS shall have the right to terminate this Agreement by delivering written notice to Truro if: (i) Truro shall be in Default, beyond all applicable notice and cure periods, under Section 6.02 (SEMASS shall also be permitted to

recover actual damages resulting from any such Default); and/or (ii) there is a UCC lasting more than one hundred and eighty (180) days affecting SEMASS, the Facility, the Affiliates and/or the Haverhill Facility. This Agreement shall terminate on the forty-fifth (45th) day following the date of such notice.

(c) Damages. Except as otherwise provided in this Article VI, neither Party shall have the right to terminate this Agreement or to require specific performance by the other Party and damages shall ordinarily be considered an adequate remedy for a Default by either Party under this Agreement.

6.04 General.

(a) Section 3.03 and Articles V and VI shall survive the termination or expiration of this Agreement.

6.05 No Liability for UCC. Subject to rights of termination as set forth in section 6.03 above and except for any obligation to pay money, neither Party shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of a UCC. The Party whose performance under this Agreement has been affected by a UCC shall provide prompt notice of the commencement and the cessation of such UCC to the other Party. Whenever a UCC shall occur, the Party claiming to be adversely affected thereby shall perform in accordance with this Agreement to the extent not adversely affected by such UCC (subject to the requirements of other contracts effective prior to the date hereof) and shall, as quickly as reasonably possible, attempt to eliminate the cause therefor, reduce costs and resume full performance under this Agreement.

ARTICLE VII – MISCELLANEOUS

7.01 Term. Unless sooner terminated in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue in effect until the end of the Delivery Term (the "Term").

7.02 Assignment and Subcontracting. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign this Agreement, without the prior written consent of the other Party, whether by operation of law, merger or otherwise, to any Affiliate, subsidiary, parent, or successor; provided, further, that no such assignment shall release the assigning Party from its obligations under this Agreement, unless the other Party expressly releases the assigning Party in writing.

7.03 Further Assurances. Each Party agrees to execute and deliver any instrument and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

7.04 **Relationship of the Parties.** Except as otherwise explicitly provided herein, no Party shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other Party and nothing in this Agreement shall be deemed to constitute any Party a partner, agent or legal representative of any other Party nor to create any fiduciary relationship between or among the Parties.

7.05 **Notices.** Except as otherwise expressly provided in this Agreement, any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, by commercial overnight courier, by telecopy (receipt confirmed) or by electronic mail as follows:

If to SEMASS:
SEMASS Partnership
141 Cranberry Highway
West Wareham, MA 02576
Phone: (508) 291-4450
Fax: (508) 291-1522
Attn: Rich O'Connor
Email: roconnor@covanta.com

With a copy to:
Covanta Energy, LLC
445 South Street
Morristown, New Jersey 07960
Phone: (862) 345-5234
Fax: (862) 345-5140
Attn: General Counsel

If to Truro via United States Postal Service mail/telecopy/electronic mail:
Town of Truro
24 Town Hall Road
Truro, MA 02666
Phone: (508) 349-7004
Attn: Town Manager
Email: rpalmer@truro-ma.gov

With Copy to Town Counsel at:
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
Attn: Matthew G. Feher, Esq.
Email: MFeher@k-plaw.com

Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by written notice to the other Party.

7.06 **Waiver.** The waiver by either Party of a default or a breach of any provision of this Agreement by the other Party shall not operate or be construed to operate as a waiver of any other provision or subsequent default or breach. The making or the acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of that or any subsequent default or breach.

7.07 **Modifications.** The provisions of this Agreement shall (a) constitute the entire agreement between the Parties, and (b) be modified only in writing duly executed by the Party to be bound.

7.08 **Headings.** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

7.09 **Governing Law/Dispute Resolution.** This Agreement and any question concerning its validity, construction or performance shall be governed by Massachusetts law, irrespective of the principles of conflicts of law and this Agreement shall be enforceable, in whole or part in a court of competent jurisdiction located in the Commonwealth of Massachusetts. The Parties agree that any controversy, dispute or claim arising out of or relating to this Agreement or a breach of any of the terms or conditions of this Agreement, which cannot be resolved by the Parties within thirty (30) days after written notice by either Party, may be subject to nonbinding mediation.

7.10 **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which shall be deemed the same instrument. Facsimile and portable document format (PDF) copies of signatures shall be deemed original signatures.

7.11 **Severability.** If any provision of this Agreement shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

7.12 **Interest on Overdue Payments.** All payments to be made under this Agreement outstanding after the applicable due date shall bear interest at the maximum lawful rate, or 1% per month, whichever rate is lower.

7.13 **Non Appropriation Clause.** Truro and SEMASS understand that a town meeting vote is required on an annual basis to appropriate funds for waste disposal. If Truro fails to appropriate funds for waste disposal hereunder, then, upon 30 days' written notice to SEMASS, both parties shall be released from the commitments under this Agreement, and it shall be considered null and void.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as an instrument under seal by their duly authorized representatives as of the day and year first above written.

SEMASS PARTNERSHIP
By: Covanta Company of SEMASS, LLC,
the Managing General Partner of SEMASS Partnership

By: _____
Name: Derek Veerkoff
Title: EVP

TOWN OF TRURO, MASSACHUSETTS

By: _____
Name: JANET WORTHINGTON
Title: CHAIR

[*Signature page to Municipal Solid Waste Disposal Agreement*]

APPENDIX A

Schedule of Acceptance Fees

The Acceptance Fee for each year during the Term of this Agreement shall be as follows:

January 1, 2020 – December 31, 2020	$90.00/Ton
January 1, 2021 – December 31, 2021	$94.50/Ton
January 1, 2022 – December 31, 2022	$99.25/Ton
January 1, 2023 – December 31, 2023	$101.74/Ton
January 1, 2024 – December 31, 2024	$104.29/Ton

AMENDMENT #1 TO THE TOWN OF TRURO
MUNICIPAL SOLID WASTE DISPOSAL AGREEMENT

This Amendment #1 to the Town of Truro Municipal Solid Waste Disposal Agreement (this "Amendment") is dated as of 11/22, 2024, by and between the Town of Truro, Massachusetts, a municipal corporation organized and existing under the laws of The Commonwealth of Massachusetts with an address of 24 Town Hall Road, P.O. Box 2030, Truro, Massachusetts 02666, acting by and through its _____ (the "Municipality"), and Reworld SEMASS Limited Partnership (formerly known as SEMASS Partnership), a Massachusetts limited partnerhsip with a principal office address 141 Cranberry Highway, West Wareham, MA 02576, registered to do business and in good standing in The Commonwealth of Massachusetts (the "Contractor"). Contractor and Municipality are sometimes referred to herein individually as a "party" and collectively as the "parties." Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them by the Agreement (as such term is defined herein).

WHEREAS, the Municipality and the Contractor are parties to that Municipal Solid Waste Disposal Agreement dated as of December 17, 2019 (the "Agreement"); and

WHEREAS, the parties now wish to amend the Agreement solely in the manner and to extent set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Agreement is hereby amended as follows:

   a. Article 1. Certain Definitions. The term "Delivery Term" is hereby deleted in its entirety and replaced with the following:

      "***Delivery Term***" means the period of time commencing on January 1, 2021 (the "Commencement Date") and ending on 11:59 p.m. on December 31, 2030, as may be further extended for as many as five (5) additional years upon the written mutual agreement of the parties."

   b. Appendix A. Schedule of Acceptance Fees. Appendix A to the Agreement is hereby amended by adding the following at the end thereof:

      "The Acceptance Fee beginning on January 1, 2025 through December 31, 2025 shall be $107.42/Ton, and shall increase on each annual anniversary thereafter by the lesser of (a) the Consumer Price Index for Water, Sewer and Trash Collection published by the U.S. Department of Labor, Bureau of Labor Statistics or (b) 4.5%,l."

2. Except as expressly modified herein, all terms and conditions of Agreement remain in full force and effect and are hereby ratified and confirmed. If any inconsistency exists or arises between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern.

3. If any portion of this Amendment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall nevertheless remain in full force and

effect. This Amendment has been negotiated by the parties and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any party.

4. Each party represents and warrants to the other party to this Amendment that each has the power, right and authority to enter into this Amendment and to consummate the transactions contemplated hereby.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officers as of the date first indicated above.

REWORLD SEMASS LIMITED PARTNERSHIP

BY ITS MANAGING GENERAL PARTNER, REWORLD SEMASS, LLC

By: Thomas M Hickey
Name: Thomas Hickey
Title: Vice President

TOWN OF TRURO

By: _____
Name:
Title:

[Signature Page to Amendment 1 to Municipal Solid Waste Disposal Agreement]

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Select Board

REQUESTOR: Nancy Medoff, Select Board Clerk & Provincetown Water & Sewer Board Representative

REQUESTED MEETING DATE: December 10, 2024

PRESENTER: Nancy Medoff

ITEM: Discussion on water/wastewater resources as part of land use and development in Truro

EXPLANATION: On September 30, 2024 the Truro Select Board, Provincetown Select Board, and the Provincetown Water and Sewer Board held a joint meeting to discuss our working relationship and water resources. At that meeting, we learned that no new connection or expansion request had been submitted to the Provincetown Water & Sewer Board for the Walsh Property. As the Ad Hoc Walsh Committee and the Zoning Task Force each are working on recommendations specific to the Walsh property and the Truro Motor Inn, our board should discuss the work being done and the timeline to facilitate allocations and expansion for water and wastewater for these developments.

FINANCIAL SOURCE (IF APPLICABLE): Potential grant opportunities

IMPACT IF NOT APPROVED: The Select Board and committee volunteers will not have context needed to make informed discussion and recommendations concerning water allocations, expansions and wastewater treatment.

SUGGESTED ACTION: Discussion only. Staff will not be able to make accurate recommendations on water allocations until coordination is complete between Provincetown staff and Truro staff.

ATTACHMENTS:

1. Provincetown DPW Water Rules and Regulations

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Provincetown Water System Rules & Regulations Amended

The Provincetown Water & Sewer Board held a public hearing on Thursday, September 17th, 2015 at the Veterans Memorial Community Center, 2 Mayflower Street, Provincetown, MA 02657, and then and there adopted the following amended rules and regulations for the Provincetown Water System, to take effect upon publication.

PROVINCETOWN WATER DEPARTMENT RULES AND REGULATIONS

By the virtue of Massachusetts General Law Chapter 41 and other authority and powers, the Water Commissioners of the Town of Provincetown, Massachusetts establish the following Rules and Regulations relating to the provision of water by the Provincetown Water Department. All consumers on the Provincetown Water System are bound by these Rules and Regulations and future amendments thereto and are further bound to take water only for purposes stated in an application made by the consumer for water service, made to and approved by the Provincetown Water Department.

SECTION 1 – Definitions

1.1 Consumer. The term "consumer" shall mean the individual, firm, corporation or any entity listed as the owner of the property.

1.2 Main. A "main" shall mean the supply pipe laid in the street from which house connections are made.

1.3 Service. A "service" shall mean the pipe running from the main in the street including a curb stop and a curb box.

1.4 Contractors and Developers. Contractors and Developers shall mean an individual, firm, corporation or any entity who installs water mains, water services and their apprentices.

1.5 Superintendent. "Superintendent" shall mean the Superintendent of the Water Department or the Superintendent's designee.

1.6 Department. "Department" shall mean the Town of Provincetown Water Department.

1.7 Additional Definitions. Additional definitions as applicable are adopted as set forth in Massachusetts Plumbing Code, 248 CMR and in the Massachusetts Fire Prevention Regulations, 527 CMR.

SECTION 2 – General Provisions

2.1 Contractual Agreement. Acceptance of service shall bind the Consumer to the laws, rules, regulations and policies of the Commonwealth of Massachusetts, the Town of Provincetown and the Provincetown Water Department, and shall form a part of the contract with every Consumer and shall be adhered to and govern the relations between the Department and the Consumer who is connected to the municipal water system and is bound hereby.

2.2 Application for Water Service. All applications for any new installations alterations, replacements or change of ownership of a water service shall be submitted for approval by the Water Superintendent or his delegate to the water office by the owner of the property or his/her authorized agent in writing. The fee for connection charges must be made prior to issuance of a building permit.

2.3 Ownership Responsibilities & Liability. All pipes, valves, taps and other appurtenances between the municipal water main and the outlet of the service valve inclusive are the property and responsibility of the Department. All piping, valves, equipment and any other appurtenances "downstream" of the service valve are the property and responsibility of the consumer although such items are required to meet the standards and specifications of the Department. An exception to the above is the water meter, which will always be the property of the Department.

2.4 Responsibility for Charges. Consumers of water shall be charged with and held responsible for all water passing through their service pipes until such time as the Department is notified in writing that they no longer desire the use of water. In case of the sale of the property, such notice shall give the name of the new owner. New owners of the property shall have no right to the use of the water until application has been submitted, accepted and received final approval and until all outstanding charges against the property have been paid. Two weeks prior notice is required for all transfers of ownership except for cause set forth in writing and subsequently approved by the Department.

2.5 Availability of Municipal Water. Application will be accepted for review subject to there being an existing municipal water main in a Town-owned street or right-of-way abutting the premises to be served, but approval of an application shall in no way obligate the Department to extend its mains to provide water to a premises. Installation of a water service line beyond the end of an existing water main shall not be allowed. The main must be extended (including necessary hydrants and appurtenances) to the furthest limit of the User's property at their expense. Water mains shall be looped to the maximum extent possible and when required by the Water Superintendent.

2.6 Location, Plans and Specifications. The Department has the exclusive right as to the location of any and all water services, fire service lines or water meters on the distribution system. Plans for said construction shall be submitted with the

application showing the curb box connection, the service line to the structure and the meter location. In the event that more than one meter is serviced by one service line each meter location and its unit designation shall be shown on said plan.

2.7 Construction. Owner of property desiring construction, alterations or attachments connected with the water supply shall submit plans and specifications for the proposed work to the Superintendent for inspection and approval or disapproval and for a determination as to whether the same is permissible. The Superintendent shall determine the terms, charges and conditions under which the proposed use shall be permitted.

2.8 Construction Inspections. The applicant or applicant's authorized agent shall notify the Department prior to commencing work for which plans and specifications have been approved. Upon said notification the Water Superintendent will designate the requirements for inspections during construction. Approval by the Water Superintendent or his designee is required at stages of work as designated by the Department. No work shall be covered or enclosed until so inspected and approved. Department inspections will be scheduled during normal working hours. If by mutual agreement inspections are scheduled for other than normal working hours, the applicant will be responsible for paying any and all extra costs.

2.9 Private Wells. All private wells shall be registered with the Provincetown Water Department and shall display in a conspicuous location a well registration sign. Cross connections between water system and private wells are prohibited per 310 CMR 22.22(2)(J).

2.10 Right of Entry. Owner or occupants of any premises served by Provincetown's water system shall, upon presentation by Department personnel of their credentials, authorize entry to their premises without a warrant for the purpose of inspecting and surveying their water system for new installation, cross connection, leak detection or to remove, repair, or replace any water meter at any time the department deems necessary. When such access is refused, the water shall be shut off and shall not be turned on until such access has been allowed and fees have been paid for shutting off and turning on the water.

2.11 Fires. Whenever a fire occurs in the service area of the Provincetown Water system, it is the duty of consumers to discontinue, as far as practicable, the use of water.

2.12 Conditions under Which Service is Furnished. The Town does not guarantee constant pressure or uninterrupted service, nor does it assure the Consumer either a full volume of water or the required pressure necessary to effectively operate hydraulic elevators, sprinkler systems or other appliances, the same being subject to all the variable conditions that occur in the supply of water from the Town's water system.

2.13 No Liability for Interruption of Service. No Consumer shall be entitled to damages or to have payment refunded for any interruption of supply occasioned by accident to any portion of the works, by shutting off for the purpose of additions or repairs to the works or by the stoppage or shortage of supply due to causes beyond the control of the Department, such as excessive drought, excessive use of and waste of water by other consumers or by leaks or defects in the pipes or appliances owned by him or other consumers.

2.14 No Liability for Dirty Water. The Town shall not be responsible for damages caused by dirty water resulting from opening or closing of any gate for repairs, use of any hydrant or the breaking of any pipe or maintenance of the water system.

2.15 No Liability for Consumer's Pipes. The Town assumes no liability for conditions, which exist in Consumers pipes and cause trouble coincident with or following the repairs of any main, service pipe, meter or other appliances belonging to the Department.

2.16 No Liability for Collapsed Boilers, Etc. The Department reserves the right at any time and without notice to shut off the water in mains for the purposes of making repairs, extensions or for other necessary purposes. Consumers having boilers or other appliances on their premises depending on the pressure in pipes to keep them supplied with water are hereby CAUTIONED against danger from these sources and are required to provide, at their own expense, suitable safety appliances to protect themselves against such danger as per Massachusetts Drinking Water Regulations 310CMR 22.22. In any event, it is expressly stipulated that the Department will not be liable for any damage resulting from water having been shut off either through accident or necessity.

2.17 No Liability for Shutting Off Water Without Notice. When it becomes necessary to shut off the water from any section of the Town because of an accident or for the purpose of making changes or repairs, the Department shall endeavor to give timely notice to as many consumers affected thereby as time and the character of the repairs or the accident will permit and shall, so far as practical, use its best efforts to prevent inconvenience and damage arising from any such cause. However, failure to give such notice shall not render the Department responsible or liable for any damages that may result from the shutting off of the water or any coincident conditions.

2.18 Restriction of Water Use. The department reserves the right in periods of declared drought or emergencies or when, by Declaration of State of Water Emergency under Massachusetts General Laws Chapter 21G are deemed essential to the protection of the public health, safety and welfare, to restrict water supply for secondary or non-essential purposes such as watering of lawns and gardens (either by hand or sprinkler) and vehicle washing (EXCEPT for sanitary purposes such as rubbish trucks). The Department shall have the right to fix the hours and periods when water may be used for such purposes. Any such restrictions will be

promulgated by means of Special Water Regulations or By-Laws adopted by the Provincetown Water and Sewer Board. Filling swimming pools, hydro seeding, soaker hoses and power washing are strictly prohibited.

2.18.1 Automatic Irrigation Systems connected to the public water system are strictly prohibited.

2.19 Easements. In any case where an existing municipal water main or appurtenances is located on private property and a recorded easement does not exist, an implied easement is deemed to exist with the same force and effect as a recorded one.

2.20 Liability for Freeze Ups. It is the responsibility of all water service customers to ensure that all plumbing, fixtures, meters and appliances are protected from freezing. The customer shall make any repairs, which may be necessary to prevent leaks and damage. Neither the Town nor the Department shall be held responsible for loss or damage to any plumbing, fixtures, meters or appliances due to freezing and any repairs to same made by the Department shall be paid for by the customer.

SECTION 3 – Charges

3.1 Establishment of Rates. Rates chargeable for water and payable by the customer shall be determined by the Water Commissioners as instructed under Massachusetts General Laws Chapter 41 Section 69B.

3.2 Bills Payable. Bills for water service are due and payable upon issuance of the bill. The failure of the customer or his his/her agent to receive notice of their water bill or other related charges does not relieve them from the obligation for payment nor from the consequences of nonpayment. All charges are due and payable upon issuance of billing and are past due THIRTY (30) DAYS after the date of the billing. The records of water supplied in the Department Office shall be sufficient basis for billing and to commence action for payment against present or consequent property owners.

3.3 Overdue Charges. Any overdue charge including interest charges may be collected by any legal means, including a lien on the property or shutting off the water service as an action of contract as provided under the provisions of Massachusetts General Law Chapter 40 Section 42A-42F.

3.4 Date of Consumer's Liability to Pay. A minimum charge shall be assessed for water service from the date the water service is connected whether the water is used or not.

3.5 Charge for Turning On or Off Water. A charge shall be made for turning on or turning off water.

3.6 Collection of Miscellaneous Water Charges. All bills for labor or materials on Consumer's property and charges for shutting off or turning on water shall be subject to the same conditions as bills for water.

3.7 No Business with Delinquents. No person who owes an overdue bill for water charges shall be entitled to further use of water at the same or any other premises until such water charges are paid in full, together with costs. Such costs shall include incurred interest.

3.8 Claims for Adjustments on Bills. All claims for adjustments of water bills shall be made within thirty (30) days. Abatements will be made for clerical errors, misreads or failure of Water Department equipment. Abatements will be considered only for non-fixture leaks. This means that an abatement may be granted for a leak that occurs underground, in a meter pit, or some similar situation that is determined to have occurred without the knowledge of the owner or ability of the owner to recognize it. Abatements will NOT be considered for leaks caused by faulty fixtures in toilets, sinks, tubs, showers (indoor or outdoor), washing machines, spigots or sillcocks, or running or leaking garden hoses. Further, abatements will be considered only when:

(a) upon discovery of the leak, the leak was repaired in what the Board determines was a timely and effective manner; and

(b) proof of the repair is presented to the Board (plumber's dated bill).

If an abatement is granted, the abatement amount would reduce the bill to no less than 500% of the average three (3) year use of that account for that billing period (either off peak or peak). The owner would still be responsible for 500% of his average use for that period.

3.9 All Water to be metered and to be paid. All water must be metered and paid for whether used or wasted. A minimum charge shall be assessed for water service from date the water is turned on.

3.10 When Meter is out of Order. If a meter fails to register, the Consumer shall be charged based on the best available information concerning water use.

3.11 Leaks. The Department shall have the right to shut off water supplied to any property where a leak EXISTS or BELIEVED TO EXIST. Any such leaks must be repaired and must pass inspection by the Department before water will be restored. In addition, each consumer shall be responsible for the cost of any repairs to private portions of the water system as well as the cost of water.

3.12 No Right to Furnish Water to Others. A Consumer shall not be permitted to supply the premises of another person with water, except in special emergencies and then only with the approval of the superintendent.

3.13 Unauthorized Use of Water. Use of municipal water is confined to the premises named and set forth in the application as approved.

SECTION 4 – Meters

4.0 Facility Metering Requirements.

4.0.1 Single Family Structure. Each single family structure shall receive water service through a single water meter.

4.0.2 Multi-unit Facilities.

(a) **Condominiums and Cooperatives – Multi-Unit Single Structure**. All newly constructed Condominiums contained in a single structure shall be separately metered unless otherwise determined by the Department. The Department will designate the location of all said meters. Existing single structures converted to condominiums that do not have individual unit plumbing are exempt from this regulation until it is renovated at a cost equal to or in excess of fifty (50%) percent of the Town's tax assessment for the building or the individual unit being renovated. Until such time that individual units are plumbed and are metered separately the structure will be treated as one service account.

(b) **Detached Condominium Units**. Each newly constructed or converted detached unit shall be separately metered unless otherwise approved by the Department. The location of all water meters for said units will be designated by the Department.

(c) **Single Owner Duplex Structures**. Each single owner duplex structure shall receive water through a single water meter unless otherwise requested by the Owner or approved by the Department.

(d) **Accessory Dwelling Units**. All newly constructed or converted accessory dwelling structures served from the principal structure shall have a meter pit after the curb valve to serve both structures unless otherwise approved by the Department.

(e) **Motels, Hotels, Lodges, Bed and Breakfast Facilities**. All said facilities shall receive water through a single water meter.

(f) **Mixed-Use Structures**. All mixed-use structures shall contain water service through a single water meter unless otherwise requested by the Owner and approved by the Department.

4.1 Meter Installation. A shut-off valve at the meter inlet shall be the first fitting inside of a serviced building and shall be approved by the Department. A stop valve shall be installed near the outlet of the meter by the Consumer at their expense to permit removal of the meter without backflow from the internal water systems. The meter shall be located in a clean, dry, warm and accessible location. Water meters are to be installed by Provincetown Water Department or its Designee. Water service lines over 50' must have a meter pit closest to the curb stop for their meter installation unless otherwise approved by the Department.

4.2 Consumers to pay for Meter Repairs. All repairs or injuries to meters from freezing, hot water, or external cause shall be charged to the Consumer. No sale or transfer of title of property in the Town shall operate to bar the Department in the collection of any balance due for meter repairs.

4.3 Meters Purchased from Department. Only meters that have been purchased from Provincetown Water Department may be used on system**.** All water meters will be installed by Provincetown Water Department or its Designee**.** Billing will start the day meter is picked up and paid for.

4.4 Meter not to be removed. All meters shall not be removed from service without 3 days written notice and only with the permission of the Department except in case of emergency. Once meter has been removed it is the responsibility of the owner.

4.5 Meter Pits and Remote Reader Boxes. Installation of meter pits shall be at the Consumer's expense. When it is necessary or expedient to locate the meter in an underground box or vault approved by the Department the consumer shall bear the expense of same and shall bear the responsibility of reasonable care and maintenance of said box or vault such as keeping it clean and dry. All remote reader boxes located on the premises shall be the responsibility of the owner. In the event that they must be moved or removed the owner shall notify the Department who will do so for them. In the event that the Department is not notified and must replace a missing or damaged remote reader, the consumer will be billed for all costs. The consumer shall not be permitted to cover the pit or in any way hinder access to the water meter. Covers must remain exposed at all times. Pits shall be furnished with inlet and outlet connections that accept a variety of Mueller underground service connection fittings that meet requirements of the latest revised AWWA Standard C800-89. For the purpose of standardization the 18" meter pits shall be Mueller Thermal-Coil meter box. All meter pits subject to vehicle traffic shall contain H20 Load Rating.

4.6 Meter Tampering. A penalty or charge will be levied for each incident of tampering, installation alteration, removal of a water meter by anyone not authorized by the Department or vandalism. In addition the Department reserves the right to pursue further prosecution in accordance with Massachusetts General Law Chapter 165 Section 11.

4.7 Town's Right to Change Meters. If, in the opinion of the superintendent, a meter does not fit the conditions of the service installation, the Department has the right to change such meter. Such a change shall be made in accordance with current regulations and paid by the Consumer.

4.8 Repairing Meters. The department shall have the right to remove, repair or replace any meter at anytime it so determines. All meter installations on services, which cannot be shut off for meter repairs, shall be equipped with meter by-pass at the expense of the Consumer.

4.9 Access to the Meter. It shall be the duty of all Consumers to ensure that meters on service connections shall be readily accessible at all times to Department personnel. The Consumer must maintain approved clearances to the Water Meter to allow for inspection and change outs. Failure to remove any obstruction which prevents access to the meter within three days after being notified by the department shall cause the water to be shut off to the premises and it shall not be turned on until all obstructions are removed, all regulations complied with and all expenses for shutting off and turning on the water are paid.

4.10 Testing Meters by Request. The consumer shall pay a fee in advance to cover the cost of testing the meter. If as a result of the test the meter is found to register over two (2) percent more water than actually passes through it, the meter shall be repaired, the fee shall be refunded and the water bill for the current period shall be adjusted in accordance with the result of this test. However, if it appears that the consumer was charged or has paid for less water than they should have been charged or should have paid, they shall, forthwith, be charged with the proper additional amount and shall pay the same together with the expense of the examination and test to the Town. For all such testing, the consumer or his representative should be present.

SECTION 5 – Service, Pipes, and Fittings

5.1 Service Pipes. Consumers must keep their water pipes and fixtures in good repair and protected from frost at their own expense. They shall be held responsible for any damage resulting from their failure to do so. They shall prevent any waste of water.

5.2 All Service Pipes to be inspected. All service pipes must be inspected by the Department before covering the trench. All pipes and trenches shall meet the approval of the Department.

5.3 Joint Use of Pipes or Trenches. Water service pipes will NOT under any circumstances be placed in the same trench with other pipes, conduits or similar structures such as gas lines, electrical conduit, sewer pipe, etc. All water services shall maintain a horizontal separation of no less than 10 feet from the sanitary systems. Where ten feet of separation is not achievable, the water service must be sleeved in class 200 psi pressure pipe of larger diameter.

5.4 Part of Service pipe Furnished by Water Department. New service connections shall be made by the Department and brought to the Consumer's property line. The Consumer shall be charged the current rate for tapping and connection fees.

5.5 Right to Repair Service Pipes. All service pipes between the street line and the cellar wall may be repaired or replaced by the Department when it deems it necessary for the protection of the supply or the supplying of satisfactory water service. The cost shall be charged to the Consumer. The Department also reserves the right to assess the condition of "owner responsibility" service piping, valves, etc. on a periodic basis in order to determine the functional and physical adequacy of the stated appurtenance and, if such is determined to be inadequate, the Water Superintendent may order the owner to replace such at the owner's expense. Failure to take corrective actions as prescribed by the Superintendent will be cause for termination of water service to those premises. In addition, each consumer of water furnished by the Department shall be responsible in case of break or a leak in the service pipe for both water loss and cost of repairs. Costs will be actual or estimated as determined by the Department.

5.6 Temporary Service from Adjacent Premises. When permission to open a permanently paved street is refused by the Board of Selectmen or when, for any physical reason, it is impossible to open a street and the applicant requests that water be furnished **temporarily** from an adjacent service, the same may be done at the expense of the Consumer if approved by the Superintendent.

5.7 Charges for Repairs. The pipe from the street to the building (or all pipe beyond the curb stop) including meter pits, is the property of Consumer and all the repairs to the same shall be made at their expense.

5.8 Materials on Private Premises. All fittings supplied by the Department to the Consumer shall be billed to the Consumer.

5.9 Irregular Service. Services for other than permanent structures, or which are used only a part of the year shall be installed at the expense of the Consumer.

5.10 One Service to Each Premises.* Only one (1) service connection shall be made to each dwelling unit located in a building or to each commercial or industrial building.

5.11 Requests for Turning On or Shutting Off Water. Requests for turning on or shutting off a water service shall be made 24 hours in advance, except in case of an emergency. Consumers shall be charged for each such service. Only Department personnel shall open or close curb cocks. Requests for turning on or shutting off water, other than at normal working hours, shall be billed at the overtime rate. The owner or his representative must be present for turn ons and turn offs. He will be required to sign a release. All prior bills, charges, fees and liens must be paid in full prior to service being activated.

5.12 No Pipes Furnished in winter. No new services shall be installed during November 15 to March 15 except in such cases deemed emergencies. Applications must be received by November 1st for installation by November 15th. Installation of services beyond the end of an existing water main shall not be allowed. The main must be extended (including necessary hydrants and appurtenances) to the furthest limit of the Consumer's property at their expense. Water mains shall be looped when required by the Superintendent.

5.13 Service Pipe Trenches. Service pipes shall not be placed within 10 feet of any other utilities, except under special conditions and with the approval of the Superintendent. The Division shall not be responsible for damage to other utilities laid within 10 feet of a water service or water main.

5.14 Standby Fire Protection. Consumers desiring standby fire protection must submit a water service application to the Department. The Department shall furnish water for standby fire protection service in accordance with the rates for sprinkler systems. All equipment for this purpose shall be installed entirely at the expense of the Consumer and with the approval of the Superintendent. Such pipes shall not be used for supplying water for any other purposes and must be so arranged that Department personnel can make easy inspection. Whenever it is considered necessary for the protection of the water supply and in the interest of the Town, the Superintendent shall have the right to require the installation of meters, alarms or other accessories. The installation and upkeep of such equipment shall be at the Consumer's expense. All installations must be completed in accordance with Massachusetts General Laws.

5.15 Water Supply Availability. The Water Department shall make the determination as to the availability of adequate water supply for such services. The Department shall not bear responsibility to extend existing water mains in order to provide adequate water supply for such service. No such connection for fire service shall be less than six (6) inch main and shall not be used for other than fire protection.

5.16 Testing Fire System. No water shall be taken or used through private fire systems for the purpose of testing unless the Superintendent issues written permission. Such test must be conducted under the supervision of the Department.

5.17 Private Hydrant Service. Fire hydrants on private property shall be inspected and serviced once every two- (2) years by the Department for a fee. Any repairs necessary for proper operation of hydrants shall be the responsibility of the property owner and shall be completed within thirty (30) days after due notice in writing has been given to the owner by the Department.

5.18 Use of Fire Hydrants. The use of fire hydrants, Town and private, is restricted to members of the Fire Department and to employees of the Department. Other persons may use the fire hydrants only with the specific permission of the Superintendent. In the event that a hydrant is used for any purpose the Department should be notified.

SECTION 6 – Requirements & Specifications for Distribution Piping

6.1 Pipe and Fittings. All Pipe shall conform in design and manufactured to the latest issue ANSI/AWWA standard C151-91 Class 52 "Ductile-Iron pipe, Centrifugal cast, for water or other liquids". The pipes shall be supplied in lengths not to exceed 20 feet. Pipe shall have a pressure class of 300. All fittings shall be Ductile-Iron and conform in design and manufactured to the latest issue of AWWA standard C110 "ductile-Iron and Gray-Iron fittings, 3 ins. through 48 in. for water and other liquids". All pipe and fittings shall have a Cement-Mortar lining inside and a Bituminous Seal Coat applied both inside and outside to conform to AWWA C104, "Cement-Mortar lining for Ductile-Iron pipe and fittings for water".

Push on and Mechanical joints are permitted and shall conform in design and manufactured to the latest issue of AWWA standard C111 "Rubber-Gasket joint for Ductile-Iron pressure pipe and fittings".

6.2 Valves. All valves shall conform in design and manufactured to the latest issue of AWWA standard C500 "Resilient-Seated gate valves for water Supply". Rated at 150-psi working pressure and a minimum 300-psi pressure test. All valves shall have a 2-inch operating nut, mechanical joint hubs (except for wet taps), and open in a counter clockwise direction. If shallow depth of burial or other conditions of service requires that the valve be installed in a horizontal position, a nut-operated bevel gear shall be fitted to the valve for service operation through a valve box.

6.3 Hydrants. Hydrants shall conform in design and manufacture to the latest issue of AWWA standard C502 "Dry Barrel Fire Hydrants". For purpose of standardization, the only acceptable hydrant is the A-423 Mueller Super Centurion with 5 ¼" main valve opening. Hydrants shall be compression types; i.e. the main valve shall open against and close with water pressure. Hydrants shall be of the dry top design with "O" ring seals to ensure that the operating threads will be protected from water entry. Dry

top design is to include a factory lubricated operating mechanism that allows supplemental lubricant to be added in the field without the removal of the top section. The downward travel of the main rod and valve assembly to the full open position shall be controlled by a travel stop device located in the upper stem section of the rod or have a positive stop in the base of the hydrant shoe. The drain mechanism shall be an integral part of the valve assembly. All internal parts shall be removable through the top of the hydrant when the bonnet has been removed.

Hydrants shall comply with the following:

A. Main Valve Openings – 5.25 inches,
B. Outlets – 2 – 2.50 inch hose Connections
C. Operating Nut Size – Pentagon 1.50 inch point to flat,
D. Thread type – National Standard
E. Shoe – 6 inch Mechanical Joint (Range 6.90 – 7.10 OD)
F. Direction of Opening – Left Open
G. Bury Depth – varies: traffic flange to be flush with finish grade
H. Height (bury Line to Opening Nut) – 28.75 inches minimum,
I. Sub-Seat Material – Bronze
J. Model – Traffic (Breakaway Design),
K. Color –Fire Hydrant Red, White Bonnet and Caps

All Hydrants shall have a permanently mounted marking device approved by the Department.

6.3.1 Clear Space around Hydrants. Consistent with NFPA Chapter 18 Guidelines, a 36 inch clear space must be maintained around the circumference of all hydrants. The Department reserves the right to remove any ornamental plantings, structures, or other obstructions within a 36 inch circumference to allow for both emergency access and maintenance.

6.4 Cover Over Pipe. Pipe shall have five (5) feet of cover measured to finish grade of the street. Pipe to be hand covered one (1) foot with sand or stone free gravel and compacted and tamped around pipe to give good support and protection. In case of any excavation, ground water swamps or when any unsuitable materials are encountered, the Contractor shall replace it with good material to provide proper support and alignment of the pipeline. In some cases, the Contractor shall use crushed stone for bedding covered with sand. Trench backfill shall be suitable material taken from excavation, approved common borrow or gravel hauled in. No mud, frozen earth, stones larger than six (6) inches or other objectionable materials is to be used for refilling.

6.5 Ledge. All ledges shall be removed to width two (2) feet or greater than the diameter of the pipe and one (1) foot below the underside of the pipe. A bed of sand shall be placed in the trench prior to laying pipe.

6.6 Blasting Precautions. All blasting shall be completed within a distance of fifty (50) feet from any water service or water main.

6.7 Survey Markers. Survey markers (line and grade) shall be required on all newly proposed streets. Pipes shall be laid within the roadway layout (easement in certain cases) as shown on plans approved by the Provincetown Planning & Zoning Board.

6.8 Excavation Within The Limits Of Public Ways. Permission shall be obtained from the Department of public works before any excavation can begin within any Town accepted street. The work shall be performed in accordance with DPW requirements. A street opening permit shall be obtained from Massachusetts Department of Public Works before any excavation can begin on any State Highway. This work shall be performed in accordance with permit.

6.9 Service Pipes. Each unit shall have its own separate service, consisting of a corporation stop, curb stop, curb box, ball valve as soon as service enters building, meter and remote reader. Water service piping shall be Copper Tubing Size (CTS) Polyethylene Tubing, SDR9 specification, minimum 200psi rating. All Service pipes must be installed with #12 AWG Tracer Wire with direct bury HDPE jacket or approved equal. Tracer wire shall be attached in the service pipe every five feet (5') and brought up and connected to the curb box. Standard detail sheet is available for reference.

6.9.1 Service Location. The Water Service shall be located on the same parcel of land where the structure to be served is located unless an easement exists and is demonstrated to the Department. Proposed service location will be provided to the Department on a site plan or certified septic plan. All proposed locations must be approved by the Department in writing. All new service installations require 12 AWG copper tracer (i.e. opperhead Industries) wire with HDPE direct bury jacket and water service warning tape.

6.9.2 Shared Water Service Laterals. Shared water service laterals (from street main to curb stop) are allowed only when the structure(s) are within a single parcel of land and when determined to be hydraulically feasible by the Department. The Department reserves the right to require a separate service lateral in lieu of a shared lateral. Shared service laterals will be divided into separate service pipes through a service manifold approved by the Department. No shared service laterals are allowed after a subdivision of a parcel occurs, unless an easement exists.

6.10 Testing. Before acceptance by the Department, the pipe shall be pressure tested and chlorinated in accordance with "Installation of Ductile-Iron Water Mains Appurtenances" AWWA Designation C600 latest edition. No one shall pressure test or chlorinate an installation without notifying the Department at least 48 hours prior. An employee of the Department must be present for the duration of pressure test and chlorination to witness and sign results. All pressure test reports shall consist of actual distance of pipe and size, number of valves and hydrants. The Town shall furnish the water for disinfection and flushing. Sample of water taken after the disinfection of water pipes shall be delivered to a testing laboratory approved by the Commonwealth of Massachusetts. Copies of test results shall be delivered to the Superintendent who shall then determine whether the pipes may be connected to the Town's water system. Before final approval By Superintendent as-built drawings must be submitted to Department.

6.11 Tapping Sleeves & Valves: Gate & Butterfly Valves. Tapping sleeves & valves, gate and butterfly valves shall be furnished in accordance with the requirements of the latest revised AWWA Standards C509-94 and C504-94. Tapping sleeves and valves shall be of the same manufacturer. Gate valves 6" through 12" shall be mechanical joint, bronze mounted, resilient seat wedge type, open left (counterclockwise) with 2" operating nut. Valves over 12" shall be butterfly type only. For the purpose of standardization, tapping sleeves and valves, gate and butterfly valves shall be Mueller.

6.12 Gate Boxes. Buffalo #5663 slide type. 24" top with flange at top of box with 30" bottom. Boxes to be cast iron, bituminous coated with cast iron covers for heavy traffic use. Covers shall be identified with legend WATER.

SECTION 7 – Violations

7.1 Violations of Regulations. Any violation of these regulations may result in the Superintendent ordering the shutting off of the water to the violator's premises. When the water has been shut off for violations of rules or their offence, it shall not be turned on again until the Department is satisfied that there shall not be further cause of complaint and charges have been paid to cover the cost of shutting off and turning on the water.

7.2 Discontinuance of Service. Service may be discontinued by reason of nonpayment of water bills, fees, charges and liens or for violations of any rules and regulations contained herein, and in accordance with Massachusetts General Law Chapter 40 Section 42. Water bills not paid within thirty (30) days of issue date will be deemed overdue. When a water bill is deemed overdue the property owner will be issued a demand charge. If the overdue water bill and demand charge and interest owed are not paid within the specified time, the account will be subject to termination of water service or lien procedures, at the option of the Board of Water Commissioners. The Department shall issue a termination notice five (5) days prior to termination to avail the owner to comply. Service may be terminated without notice for fraudulent use. Reconnection of terminated service will be done ONLY during normal working hours of the Department at no charge to the owner. If by mutual agreement with the Water Superintendent, reconnection is scheduled for other than normal working hours, the consumer will be responsible for any and all costs, which include parts and labor.

7.3 Cross Connections. Any Consumer found to be in noncompliance with the drinking water regulation of Massachusetts, 310 CMR 22.22 shall be punished by the Commonwealth of Massachusetts, Department of Environmental Protection by a fine of not more than $25,000 dollars for each day that the violation occurs or continues. Water will be turned off immediately until violation has been corrected.

7.4 Treatment. No treatment by any unauthorized personnel shall be permitted. If anyone is found adding any treatment to Town's water they will be subject to fines established by the Water and Sewer Board for each individual offence.

7.5 Mandatory Water Use Restrictions. Any Consumer found in violation of a water ban shall be fined as follows: First Offence – written warning; Second Offence - $50.00 dollars; Third and any subsequent offence - $100.00 dollars

7.6 Unauthorized Water Use. Whoever unlawfully and intentionally injures a water meter or prevents such meter from registering the quantity of water supplied through it or use or causes to be used water without consent of Department shall be fined no less than $1000 dollars for each offense. There will be no washing of sidewalks, buildings or vehicles without authorization from Water Superintendent or Provincetown Board of Health.

7.7 Defacing and Littering upon Town Owned Property. Any person or persons willfully defacing and/or littering upon Town owned property located within its watershed shall be fined no less than $300.00 dollars.

7.8 No Tampering with Department Property. All gates, valves, shutoffs, water meters and standpipes and any other portion of the municipal system, which are the property of the Provincetown Water Department, are not to be open or closed or in any way tampered with by any person other than those authorized by the Water Superintendent. Violators will be subject to charges or penalties as stated herein or by Massachusetts General Law Chapter 165.

7.9 Alterations in Pipes. No Consumer shall install any addition to or make any alterations to the service pipe or "upstream" of the water meter for any purpose without submitting an application for the change, submitted with plans and specification to the Department and obtaining approval.

SECTION 8 – Cross Connection Control

All Public Water Systems within the Commonwealth are governed by "Massachusetts 310 CMR 22.22 – Cross Connection Distribution System Protection". Under such regulations the Provincetown Water Department is responsible for controlling cross connections to the last free flowing outlet of the consumer and for the safety of the public water system under its jurisdiction. Further, the Department is required to inspect and survey all industrial, commercial and institutional premises served by the water system to determine if cross connections exist and that all cross connections are properly protected by an approved backflow prevention device, or that the cross connection is eliminated.

(1) No physical cross connection shall be maintained between the distribution system of a public water system, the water of which is being used for drinking, domestic, or culinary purposes, and the distribution system of any water source not approved by the Department of Environmental Protection (DEP), as being of safe sanitary quality, or any plumbing, fixture, or device whereby non-potable water or other substances might flow into the potable water system, unless said connection has been protected by a backflow prevention device approved, in accordance with 310 CMR 22.22 or 248 CMR 2.00, as applicable.

(2) Cross connections maintained or created on fire protection system shall comply with 310 CMR 22.22(9)(d).

(3) All cross connection requiring the installation of a double check valve assembly or a reduced pressure backflow preventer shall be approved and registered by the Department.

(4) Except for the installation of backflow prevention devices on fire protection systems, no double check valve assembly or reduced pressure backflow preventors shall be installed on a cross connection until the application for a plumbing permit is accompanied by a letter of approval from the Department.

(5) Provincetown Water Department shall have the authority to terminate any water service connection to any facility where cross connections are found to be in non-compliance with 310 CMR 22.22. The Department shall deny water service to any premises where cross connections exist until corrective action is taken. If necessary, water service shall be disconnected for failure to test or maintain backflow prevention devices in a manner acceptable to the Department. If it is found that the backflow prevention device has been removed or by-passed or otherwise rendered ineffective, water service shall be discontinued unless corrections are made immediately.

(6) Cross connections between a public water system and a private well or individual water source serving residential dwellings used for potable or non-potable purposes are prohibited.

(7) All backflow prevention devices shall be installed and repaired by a Massachusetts licensed plumber, with the exception for backflow prevention devices installed on fire protection systems. A Massachusetts licensed fire sprinkler contractor is responsible for all work conducted on a fire protection system, including the installation, maintenance and repair of backflow prevention devices.

Owners' Responsibilities*:* The owner of any cross connection protected by a double check valve assembly (DCVA) or reduced pressure zone (RPZ) backflow prevention device shall:

(a) Notify the Department of all cross connections protected by a double check valve assembly (DCVA) or reduced pressure zone (RPZ) backflow preventer and comply with all necessary approvals and permits from the Department and/or the DEP for the maintenance of cross connections, as specified at 310 CMR 22.22;

(b) Have suitable arrangements made so that inspections of backflow prevention devices and cross connection surveys can be made during regular business hours. Only Provincetown Water Department or its designee is permitted to test backflow devices within the system;

(c) Maintain a spare parts kit and any special tools required for the removal and Re-assembly of backflow prevention devices;

(d) Provide the necessary fees associated for inspection and testing by the Water Department's Certified Backflow Prevention Device Tester, Certified Cross Connection Surveyor or its Designee;

(e) Overhaul, repair, or replace within 14 days of the initial inspection date and retest pursuant to 310 CMR 22.22(13)(e), any device which fails a test or is found defective;

(f) Submit copies of the Inspection and Maintenance Report Form as required by the Department.

(g) Maintain on the premises complete records on all devices for the life of said devices including as-built plans and design data sheets; maintain for seven years the Inspection and Maintenance Report Forms for tests conducted by the certified.

(h) Make certain that the cross connection protection device is tested as specified at 310 CMR 22.22(13); Each Double Check Valve Assemble (DCVA) shall be inspected annually and each Reduced Pressure Zone (RPZ) device will be

inspected semi-annually. If the supply is used less than six (6) months per year, these devices may be inspected once per year.

Installation Requirements: Refer to 310 CMR 22.22 (11) for installation guidelines. The Water Department shall determine, based upon the degree of hazard, which type of device shall be installed.

SECTION 9 – Rates and Fees

9.1 Setting Fees and Charges. Fees and charges are subject to change upon approval of the Water Commissioners and after all legally advertised public hearings and meetings have been completed.

9.2 Swimming Pools. The filling of swimming pools is strictly prohibited. Customers must supply receipt from private contractors showing they filled their swimming pools upon request of water department.

NOTES TO WATER USERS: A meter in working order registers no more water than passes through it. Out of order it either registers less water than passes through it or stops altogether. Most leaks are in water closets (toilets) where they are difficult to detect and are usually caused by defective valves and ball cocks. While the Water Department is glad to furnish all reasonable information, it cannot assume responsibility for the condition of pipes and fixtures upon private premises through which water passes after leaving the meter.

Jonathan Sinaiko

Chairman, Water & Sewer Board

PROVINCETOWN WATER AND SEWER BOARD

REGULATIONS FOR HOOK-UPS IN TRURO

TO THE PROVINCETOWN WATER SYSTEM

ADOPTED ON APRIL 29, 1999

WATER HOOK UP REGULATIONS

1. Legal Authority/Statement of Purpose

The Provincetown Water and Sewer Board, pursuant to its authority under Chapter 483 of the Acts of 1907 and Chapter 439 of the Acts of 1952, and in consultation with the Boards of Selectmen of Town of Provincetown and Truro, Hereby establishes the following regulations for new and expanded water service from the Provincetown Water System, in order to better manage the water resources of that System within the level permitted by the Massachusetts Department of Environmental Protection, and to help achieve a reduction in unaccounted for water to the industry standard of 10%.

2. Definitions

"New Service" shall refer to a property which is not hooked into the Provincetown Water system for water services as of the effective date of these regulations.

"Expanded Service" shall refer to a property hooked into the Provincetown Water system as of the effective date of these regulations which is subdivided and/or is proposed to increase in its use as measured by Title V of the State Sanitary Code.

"The Towns" shall refer to the Towns of Provincetown and Truro.

"The Provincetown Water System" shall include all pipes within Provincetown serviced by the Provincetown Water Department and the Truro water main running southerly from the Provincetown – Truro border along Route 6A (Shore Road) to the Route 6-6A junction and from the southerly along Route 6 ending at the hydrant in front of the Truro Central School.

3. Policy and Procedure

3.1 Applicability of Regulations. All new and expanded services from the Provincetown Water System shall be subject to the prior approval of the Provincetown Water and Sewer Board pursuant to these regulations.

3.2 Restrictions of Hook-ups.

3.3.1 Statement of Purpose. Whereas, the supply of water to the Provincetown Water System is limited, it is a public necessity to permit connections only where there are no alternative sources of potable water supply. The Truro Board of Selectmen has previously recognized this in its adoption of Policy Memorandum #24 on September 23, 1997, which it established "in order to control an increasing reliance upon the Provincetown Water Line, reduce the potential impact of increased density and increased nitrogen loading along the water line corridor, and to reduce theses impacts upon abutters." Accordingly, the Provincetown Water and Sewer Board hereby establishes the following criteria.

3.3.2 Criteria for Hook-ups. Any property owner desiring to obtain new water service or to expand existing service, must be able to meet one to the below requirements before an application will be accepted and approved by the Provincetown Water and Sewer Board.

(1) Existing Dwelling With a Well: In the event the existing well fails, the property owner(s) must be unable to obtain potable water via a private well, in compliance with existing Title V regulations. Notwithstanding, a flushing well may also be required, if feasible, for non-potable uses such as flushing toilets, washing cars, and/or irrigation.

(2) New Construction: The property owner(s) must be unable to obtain potable water via a private well, in compliance with existing Title V Regulations.

(3) Non-Conforming Building Lots: The property owner(s) cannot establish a wellhead in compliance with existing Title V regulations because of non-conforming lot size. In no case in which the building lot has

been configured to preclude the installation of a well on the property shall the Water and Sewer Board be required to provide water to said lot.

(4) Configuration of Land: When topographical characteristics do not lend themselves to establishing a wellhead in compliance with existing Title V regulations. Notwithstanding, in no case where the building lot has been intentionally configured to preclude the installation of a well on the property, shall the Water and Sewer Board be required to provide water to said lot.

(5) Contamination: When tests substantiate the presence of contaminants not meeting public health standards for portable water, and the property owner(s) is unable to obtain potable water via a private well, in compliance with existing Title V regulations.

3.3.3 Application Procedures. Any property owner(s) seeking either to obtain new water service or to expand existing service must follow procedures established by the Provincetown Water and Sewer Board.

3.3.3.1 In accordance with Policy Memorandum #24 adopted by the Truro Board of Selectmen on September 23, 1997, applications for new or expanded service for properties in Truro shall be subject to prior approval of the Town of Truro Board of Selectmen, before being forwarded to the Provincetown Water and Sewer Board for it consideration.

3.3.4 Applicability of Water Use Restrictions. Where water restrictions are imposed upon users residing in Provincetown, those same restrictions shall apply, on the same basis, to water users in the Town of Truro. The Provincetown Water System shall assess and bill all users for all surcharges, fines, or other fees attributable to violations of such restrictions. The Provincetown Water Department shall bill such water users at a rate established from time to time by the Provincetown Water and Sewer Board.

3.4 Responsibility and Ownership

3.4.1 The Town of Provincetown shall be responsible for the repairs, maintenance, construction, and reconstruction of the existing capital facilities. For the purposes of this regulation, "capital facilities" shall mean water storage tanks, pump stations and appurtenances, water mains, gates, hydrants and appurtenances in public ways.

3.4.2 The water service lines from the public street water main to the individual buildings and the individual water meters are the responsibility of the property owners for installation, repairs and maintenance. Meter installations, repairs and maintenance must be approved by the Provincetown Water Department to ensure meter accuracy.

3.4.3 All water mains that are in private streets are the responsibility of the owners of those private streets. The Town of Truro will assist the Town of Provincetown Water Department in providing assess to public/private ways and properties as part of their leak detection surveys and efforts.

4. Expansion of the System

4.1 The Provincetown Water System as defined above may not be expanded in Truro from its present configuration (also defined above) without the express consent of the Boards of Selectmen of the Towns of Provincetown and Truro.

Jonathan Sinaiko, Chair
Water and Sewer Board

TOWN OF TRURO
Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: December 10, 2024

ITEM: Approval of Renewal of 2025 Annual Business Licenses:

- Truro Vineyards-Lodging License
- North Truro Camping Area-Transient Vendor
- A/C Mobile Home Park at Horton's-Transient Vendor
- Salty Market Farmstand-Common Victualer

EXPLANATION: These licenses are under the authority of the Select Board as the Local Licensing Authority. If you approve the licenses for renewal, the licenses will be issued only upon compliance with all regulations, receipt of the necessary fees and proof of taxes paid in full for the fiscal year. There were no reported issues with these establishments in 2024.

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 140 § 23	**Lodging House License**	**Truro Vineyards**
Chapter 101 § 2	**Transient Vendor**	**North Truro Camping Area** **Adventure Bound Camping Resort at Horton's**
Chapter 140 § 2	**Common Victualer** (Cooking, Preparing and Serving food)	**Salty Market Farmstand**

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The applicants will not be issued their licenses to operate.

SUGGESTED ACTION: *Motion to approve the 2025 Lodging License for Truro Vineyards, the 2025 Transient Vendor License for the North Truro Camping Area, the 2025 Transient Vendor License for the Adventure Bound Camping Resort at Horton's, and the 2025 Common Victualer License for Salty Market Farmstand, upon compliance with all regulations and receipt of the necessary fees.*

ATTACHMENTS:

1. Renewal Application for 2025: Truro Vineyards-Lodging House License
2. Renewal Application for 2025: North Truro Camping Area-Transient Vendor License
3. Renewal Application for 2025: Adventure Bound Camping Resort at Horton's
4. Renewal Application for 2025: Salty Market Farmstand

Consent Agenda Item: 9C1

TOWN OF TRURO

PO Box 2030, Truro MA 02666
Tel: 508-349-7004, Extension: 131 or 124 Fax: 508-349-5508

LICENSE APPLICATION: Condominiums, Cottage Colonies, Motels, Campgrounds, Lodging, Gas Station/Retail Service, Transient Vendor

Section 1 – LICENSE TYPE

Please check the appropriate box the best describes the license type(s).

☐ New ☒ Renewal/No Changes **(Skip to Section 3)** **Name of Business** Truro Vineyards of Cape Cod

FACILITY:

☐ Motel-$50 ☐Cottage Colony-$50 ☐ Condominium-$50 # Units_____ ☑Lodging-$50

☐Transient Vendor-$75_____☐Campground-$50_____☐Gas Station*-$25

*Gas Station-$25 ***(Please submit your Service Station Compliance Form & Third Part Underground StorageTank Inspection Report (FP 289))***

Section 2 – BUSINESS INFORMATION

Federal Employers Identification Number (FEIN/SS [redacted]

Print Name of Applicant

Business Name

Owner Name

Street Address of Business

Mailing Address of Business

Business Phone Number

Business E-Mail Address

Section 3-HOURS OF OPERATION

☒ Annual ☐ Seasonal Opening Date:_____ Closing Date: _____

Days of the Week Open: Thur - Mon Jan- April
7 days May- Dec.

☐ Check if New Manager (if checked, MUST submit Application to Name a Manager)

Section 4-MANAGER INFORMATION

Name of Onsite Manager:

Name: Kristen Roberts Unit Number: _____

Mailing Address: PO Box 834 North Truro, MA 02652

Phone: (24 Hour Contact): [redacted] Email Address: kristen@trurovineyardsofcapecod.com

_____

Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: _____ Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

_____

Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: _____ Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

_____

Co-Manager's Signature (REQUIRED)

Section 5 – ATTESTATION

Pursuant to M.G. L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all local state taxes required under law and the information I have provided is trueand accurate. Any misstatement in this application, or violation of state or applicable town bylaws or regulations, shall be considered sufficient cause for refusal, suspension or revocation of the license.

_____ Kristen Roberts 11/18/24

Signature of Applicant Print Name Date

Additional Applications & Documentation

REQUIRED FOR ALL MOTELS, COTTAGE COLONIES, CONDOMINIUMS & CAMPGROUNDS

☐ Smoke detector/CO detector/fire protection certification
☐ IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance
☐ IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit

ADDITIONAL (SEPARATE) APPLICATIONS THAT MAY PERTAIN TO YOUR OPERATION

☐ Application for Pool or Hot Tub Permit ☐ Application to Name a Manager
☐ Entertainment License ☐ Application to sell Tobacco ☐ Application for Food Service Permit
☐ Business certificate with the clerk's office
☐ Septic System Inspection Report (submitted every 3 years)

(rev 10/2022)

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information **Please Print Legibly**

Business/Organization Name: Truro Vineyards of Cape Cod

Address: PO Box 834

City/State/Zip: North Truro, MA 02652 Phone #: [redacted]

Are you an employer? Check the appropriate box:

1. [X] I am a employer with 35 employees (full and/ or part-time).*
2. [ ] I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. [ ] We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. [ ] We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. [ ] Retail
6. [ ] Restaurant/Bar/Eating Establishment
7. [ ] Office and/or Sales (incl. real estate, auto, etc.)
8. [ ] Non-profit
9. [ ] Entertainment
10. [ ] Manufacturing
11. [ ] Health Care
12. [ ] Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Mark Sylvia Insurance Agency

Insurer's Address: 404 main st.

City/State/Zip: Centerville, MA 02632

Policy # or Self-ins. Lic. # 2001 W6404 Expiration Date: 6/5/24

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [signature] Date: 11/14/24

Phone #: 508-487-0200

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ **Permit/License #** _____

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ **Phone #:** _____

TRURO FIRE DEPARTMENT

344 ROUTE 6
POST OFFICE BOX 2013
TRURO, MASSACHUSETTS 02666

TIMOTHY COLLINS
CHIEF

PHONE: (508) 487-7548
FAX (508) 487-6808

NOVEMBER 18, 2024

FIRE ALARM TEST REPORT

OCCUPANCY: TRURO VINEYARDS

OWNER/MANAGER: DAVE ROBERTS

ADDRESS: 11 SHORE ROAD

PHONE #: [redacted]

NUMBER OF UNITS: GIFT SHOP – BARN- BARREL ROOM-DISTILLERY

CONTACT PERSON: AMY ROBERTS

ADDRESS: SAME

PHONE #: SAME

ALARM TESTING COMPANY: **LONG POINT ELECTRIC, INC.**

TESTING ELECTRICIAN/TECHNICIAN: Michael Wisniewski

LICENSE #: **17239A**

PHONE #: **(508) 487-2056**

THE FIRE ALARM SYSTEM AT THE ABOVE-MENTIONED BUSINESS ADDRESS WAS TESTED, AND ALL PARTS OF THE SYSTEM WERE FOUND TO BE, OR CORRECTED TO BE, FULLY OPERATIONAL.

COMMENTS:

DATE OF TEST: 11/18/24 BY: Michael Wisniewski

THIS REPORT MUST BE FILLED OUT PRIOR TO THE ISSUANCE OF, OR RENEWAL OF, A LICENSE TO OPERATE WITHIN *THE TOWN OF TRURO.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Benson Young & Downs Ins 56 Howland Street PO Box 559 Provincetown MA 02657-0559	CONTACT NAME:	Barbara O'Sullivan
		PHONE (A/C, No, Ext):	(508) 487-0500 FAX (A/C, No): (508) 487-4135
		E-MAIL ADDRESS:	barbaraosullivan@byandd.com
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Admiral Insurance Company	24856
INSURED	Robert's Family Property, LLC and Truro Vineyards of Cape Cod, LLC ATIMA PO Box 834 North Truro MA 02652-	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			CA000039739-05	11/15/2024	11/15/2025	Liquor Limit	$1,000,000
							Liquor Aggregate Limit	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AI 129035

CERTIFICATE HOLDER

Town of Truro
Truro MA 02666-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Barbara O'Sullivan

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Donna Ostrowski
Mark Sylvia Insurance Agency, LLC 404 Main Street Centerville MA 02632	PHONE (A/C, No, Ext): (508)957-2125 FAX (A/C, No): (508)957-2781 E-MAIL ADDRESS: mark@marksylviainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Farm Family Casualty Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Truro Vineyards of Cape Cod, LLC
11 Shore Road
PO Box 834
North Truro MA 02652

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			2001L6799	11/15/2024	11/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2001C5732	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			2001E1216	11/15/2024	11/15/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2001W6404	6/05/2024	6/05/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WINERY
Insurance coverage is limited to the terms, conditions, exclusions, other limitations and endorsements. Nothing contained in the certificate of insurance shall be deemed to have altered, waived or extended the coverage provided by the policy provisions.

CERTIFICATE HOLDER

Town of Truro
Building Dept
24 Town Hall Rd
Truro MA 02666

Fax:5083495508 Email:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

TAX STATUS REQUEST FOR LICENSING

Date 11.07.2024

Request is coming from the Selectmen's Office X

Owner's Name Kristin Roberts

Business Name Truro Vineyards

Business Address 11 Shore Road

Map and Parcel 39-137

Please verify whether the Real Estate and Personal Property taxes to this property are up to date for the current fiscal year.

Tax Collector's Signature

11/08/2024
Date

Sr. exp: 10/10/25

Consent Agenda Item: 9C2

HEALTH DEPARTMENT
TOWN OF TRURO
NOV 06 2024
RECEIVED BY:

TOWN OF TRURO

PO Box 2030, Truro MA 02666
Tel: 508-349-7004, Extension: 131 or 124 Fax: 508-349-5508

36+174 36/174

LICENSE APPLICATION: Condominiums, Cottage Colonies, Motels, Campgrounds, Lodging, Gas Station/Retail Service, Transient Vendor

Section 1 – LICENSE TYPE

Please check the appropriate box the best describes the license type(s).

☐ New ■ Renewal/No Changes **(Skip to Section 3)** NAME OF BUSINESS: NTCA

FACILITY: A/C Mobile Home Park, Inc at Cape Cod

_____Motel-$50 _____Cottage Colony-$50 _____Condominium-$50 # Units _____ _____Lodging-$50

_____Transient Vendor-$75 X Campground-$50 X Gas Station*-$25

CAMPH 2025-024

PAID 1319

*Gas Station-$25 ***(Please submit your Service Station Compliance Form & Third Part Underground StorageTank Inspection Report (FP 289))***

Section 2 – BUSINESS INFORMATION

Federal Employers Identification Number (FEIN/SS) _____

Print Name of Applicant — Business Name

Owner Name

Street Address of Business — Mailing Address of Business

Business Phone Number — Business E-Mail Address

Section 3-HOURS OF OPERATION

☐ Annual ■ Seasonal Opening Date: 04/04/2025 Closing Date: 11/02/2025

Days of the Week Open: Mon-Sun

☐ Check if New Manager (if checked, MUST submit Application to Name a Manager)

Section 4-MANAGER INFORMATION

Name of Onsite Manager:

Name: James Bourne Unit Number: _____

Mailing Address: 905 16th Place Vero Beach, FL 32960

Phone: (24 Hour Contact) [redacted] Email Address [redacted]

James J Bourne

Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: same Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

James J Bourne

Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: N/A Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

_____

Co-Manager's Signature (REQUIRED)

Section 5 – ATTESTATION

Pursuant to M.G. L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all local state taxes required under law and the information I have provided is trueand accurate. Any misstatement in this application, or violation of state or applicable town bylaws or regulations, shall be considered sufficient cause for refusal, suspension or revocation of the license.

Signature of Applicant	H. Wayne Klekamp II	11.1.2024
	Print Name	Date

Additional Applications & Documentation

REQUIRED FOR ALL MOTELS, COTTAGE COLONIES, CONDOMINIUMS & CAMPGROUNDS

☐ Smoke detector/CO detector/fire protection certification

■ IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance

☐ IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit

ADDITIONAL (SEPARATE) APPLICATIONS THAT MAY PERTAIN TO YOUR OPERATION

☐ Application for Pool or Hot Tub Permit ☐ Application to Name a Manager

☐ Entertainment License ☐ Application to sell Tobacco ■ Application for Food Service Permit

☐ Business certificate with the clerk's office

☐ Septic System Inspection Report (submitted every 3 years)

(rev 10/2022)

TRURO FIRE RESCUE

Truro Public Safety Facility
344 Route 6 Truro, MA 02666

FIRE PROTECTION SYSTEMS ANNUAL TEST REPORT

BUSINESS NAME: A/C Mobile Home Park at Cape Cod

OWNER/MANAGER: H. Wayne Klekamp II/James Bourne

ADDRESS: 46 Highland Rd North Truro, MA 02652

PHONE #: [redacted] NUMBER OF UNITS: _____

CONTACT PERSON: James Bourne

ADDRESS: _____

TESTING COMPANY: Fire Equipment Inc

TESTING ELECTRICIAN/TECHNICIAN: James Spinosa

COMPANY PHONE #: 508-775-3473 HOME PHONE #: _____

LICENSE #: 6025

The fire protection system (s) including, but not limited to, (Sprinkler Systems) (Range Hood Systems) (Fire Extinguishers) (Type I II III Fire Alarm Systems) (C.O. Detectors) at the above mentioned business address, were tested, **(CERTIFIED)** the add parts of the systems, were found to be, or corrected to be, fully operational.

COMMENTS: _____

DATE OF CERTIFICATION: 10/10/2024 BY: see attached report

Signature of Licensed Electrician

THIS REPORT MUST BE FILLED OUT AND SUBMITTED, PRIOR TO THE ISSUANCE OF, OR RENEWAL OF A LICENSE TO OPERATE WITHIN THE TOWN OF TRURO.

FIRE EQUIPMENT
INCORPORATED

Work Order Report

Work Order Details:

Account Name: Adventure Bound

Site Address: 46 Highland Road, North Truro, MA 02652

Work Order Number: WO-00355584

Products:

Product Name:	Equipment #:	Equipment Location:
Portable Fire Extinguisher	FE 00075201	Building

Description:

Purpose of Visit: PM Inspection

Worked Performed:

Work Performed: Extinguishers inspection

Technician Information:

Item	Technician Name	Hours
1	James Spinosa - T6	1

Closed On: **Oct 10, 2024**

Signature:

Date: Oct 10, 2024

TOTAL # OF EXTINGUISHERS – 13

 # EXTINGUISHERS DUE SERVICE NEXT YEAR –

New Equipment -

DRY CHEM 2.5 ABC		DRY CHEM 5 ABC		DRY CHEM 10 ABC		DRY CHEM 20 ABC	
DRY CHEM 10 BC		DRY CHEM 20 BC		DRY CHEM 10 PK		DRY CHEM 20 PK	
CO2 5lb		CO2 10lb		CO2 15.5lb		CO2 20lb	
Pressurized Water		K Class		Halotron 2.5lb		Halotron 5lb	
Halotron 11lb		Halotron 15lb		Emergency Lights		Exit Lights	
Other		Fire Extinguishers Disposed Of					

Inspection/Recertification –

DryChem	13	KClass		Pressurized Water		Halotron	
CO2		Conductivity Test		Wheeled Unit		Emergency Light	
Exit Light		Other Insp					

Recharges –

Dry Chem 2 1/2 lb		Dry Chem 5 lb		Dry Chem 10lb		Dry Chem 20lb	
CO2 5 lb		CO2 10 lb		CO2 15 lb		CO2 20 lb	
Pressurized Water		K Class .61		2,5G		Halotron 2.5 lb	
Halotron 5 lb		Halotron 11 lb		Halotron 15.5 Lb		Conductivity Tests	

Service –

6 YR Maintenance Halotron		Hydrotest Dry Chem	2 5# abc 1- 20# abc
6 YR Maintenance Other		Hydrotest Other	

Parts –

Service Collar	3	ORing	3	Check Stem		Pull Pin	
Vehicle Bracket		Heavy Duty		Batteries		Battery	

		Bracket				Disposal	
Wall Hook		M1 - 5lb		M2 -10lb		20lb	
Bulbs		Replacement Cover		Gauge		FEC Cover	
Other Parts		DOT		OSHA		PWM 90	
BL Series Vinyl		Type					
RP Series Plastic		Types					

FIRE EXTINGUISHERS ARE IN COMPLIANCE WITH NFPA 10 CODE –

Recommendations -

Comments -

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information **Please Print Legibly**

Business/Organization Name: A/C Mobile Home Park at Cape Cod

Address: 46 Highland Road

City/State/Zip: North Truro, MA 02652 Phone [redacted]

Are you an employer? Check the appropriate box:

1. ☑ I am a employer with seasonal employees (full and/ or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☑ Other Campground

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: National Casualty Company

Insurer's Address: 1100 Locust St

City/State/Zip: Des Moines, IA 50391

Policy # or Self-ins. Lic. # WCC331038A Expiration Date: 04/01/2025

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Date: 11.1.2024

Phone #: 772-584-3628

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: **Permit/License #**

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other

Contact Person: **Phone #:**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	CONTACT NAME: LEISURE PHONE (A/C, No, Ext): 877-355-0315 FAX (A/C, No): 260-459-5990 E-MAIL ADDRESS:
INSURED H. WAYNE KLEKAMP, INC. DBA : ADVENTURE BOUND CAMPING RESORTS 905 16TH PL VERO BEACH, FL 32960	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: GRANITE STATE INSURANCE COMPANY INSURER B: NATIONAL CASUALTY COMPANY INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** C165639 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X LIQUOR LIMITS - $1,000,000/$1,000,000 AGG GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PROJECT [X] LOC OTHER:	Y		AIP0003450541500	4/1/2024 12:01 AM	4/1/2025 12:01 AM	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$300,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS – COMP/OP AGG	$3,000,000
							LEGAL LIAB TO PARTICIPANTS	
							PROFESSIONAL LIABILITY	
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			02-CA-044252550-0	4/1/2024 12:01 AM	4/1/2025 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCC331038A	4/1/2024 12:01 AM	4/1/2025 12:01 AM	X PER STATUTE [ ] OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
	PARTICIPANT ACCIDENT						AD&D	
							Primary Medical	
							Excess Medical	
							Weekly Indemnity	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.
RE: CAPE COD-NORTH TRURO: 42-44-46-48 HIGHLAND ROAD, NORTH TRURO, MA & CAPE COD-HORTONS: 67-71 SOUTH HIGHLAND ROAD, NORTH TRURO, MA

CERTIFICATE HOLDER

TOWN OF TRURO
LICENSING DEPARTMENT
PO BOX 2030
TRURO, MA 02666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Turbert

Number: 2025-024 **Fee: $50.00**

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Campground

This is to certify that **James Bourne, mgr., d/b/a North Truro Camping Area**
46 Highland Rd

Has Been Granted a License to Operate **Recreational Camps, Overnight Camps or Trailer Coach Parks**

This license is issued in conformity with the authority granted to the Truro Board of Health, by Chapter 140, Sections 32A, 32B, 32C, 32D, 32E as amended, and is subject to the provisions of the Laws of the Commonwealth of Massachusetts relating thereto, and upon such terms and conditions, and to the rules and regulations in regard to said Camps or Cabins so licensed as adopted by the Truro Board of Health and expires **December 31, 2025** unless sooner suspended or 5revoked.

Date November 20, 2024

# of units: **330 sites**

Emily Beebe, R.S.
Agent to the Truro Board of Health

TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

HEALTH DEPARTMENT
TOWN OF TRURO
NOV 19 2024
RECEIVED BY

TAX STATUS REQUEST FOR LICENSING

Date 11.07.2024

Request is coming from the Selectmen's Office X

Owner's Name A/C Mobile Home Park, Inc at Cape Cod

Business Name Adventure Bound Camping Resort-North Truro Camping Area

Business Address 46 Highland Road

Map and Parcel 36-174

Please verify whether the Real Estate and Personal Property taxes to this property are up to date for the current fiscal year.

Tax Collector's Signature

11/7/2024
Date

Consent Agenda Item: 9C3

Office of Town Clerk
NOV 06 2024
Received TOWN OF TRURO

PAID
#6322
$200.00
FS-75
CAMP-50
TV-75

TOWN OF TRURO

PO Box 2030, Truro MA 02666
Tel: 508-349-7004, Extension: 131 or 124 Fax: 508-349-5508

LICENSE APPLICATION: Condominiums, Cottage Colonies, Motels, Campgrounds, Lodging, Gas Station/Retail Service, Transient Vendor

Section 1 – LICENSE TYPE

Please check the appropriate box the best describes the license type(s).

☐ New ☑ Renewal/No Changes **(Skip to Section 3)** NAME OF BUSINESS: A/C Mobile Park Park, Inc at Horton's

FACILITY:

_____Motel-$50_____Cottage Colony-$50_____Condominium-$50 # Units_____ _____Lodging-$50

_____Transient Vendor-$75 X _____Campground-$50 X Gas Station*-$25

CAMP# 2025-023

*Gas Station-$25 ***(Please submit your Service Station Compliance Form & Third Part Underground StorageTank Inspection Report (FP 289))***

Section 2 – BUSINESS INFORMATION

Federal Employers Identification Number (FEIN/SS) _____

Print Name of Applicant — Business Name

Owner Name

Street Address of Business — Mailing Address of Business

Business Phone Number — Business E-Mail Address

Section 3-HOURS OF OPERATION

☐ Annual ☑ Seasonal Opening Date: 4/4/25 Closing Date: 11/2/25

Days of the Week Open: Mon-Sun

☐ Check if New Manager (if checked, MUST submit Application to Name a Manager)

Section 4-MANAGER INFORMATION

Name of Onsite Manager:

Name: James Bourne Unit Number: _____

Mailing Address: 905 16th Place Vero Beach, FL 32960

Phone: (24 Hour Contact) [redacted] Email Addres [redacted]

James Bourne

Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: same Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

James Bourne

Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: N/A Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

_____

Co-Manager's Signature (REQUIRED)

Section 5 – ATTESTATION

Pursuant to M.G. L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all local state taxes required under law and the information I have provided is trueand accurate. Any misstatement in this application, or violation of state or applicable town bylaws or regulations, shall be considered sufficient cause for refusal, suspension or revocation of the license.

Signature of Applicant	H. Wayne Klekamp II Print Name	11.1.2024 Date

Additional Applications & Documentation

REQUIRED FOR ALL MOTELS, COTTAGE COLONIES, CONDOMINIUMS & CAMPGROUNDS

☐ Smoke detector/CO detector/fire protection certification

■ IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance

☐ IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit

ADDITIONAL (SEPARATE) APPLICATIONS THAT MAY PERTAIN TO YOUR OPERATION

☐ Application for Pool or Hot Tub Permit ☐ Application to Name a Manager

☐ Entertainment License ☐ Application to sell Tobacco ■ Application for Food Service Permit

☐ Business certificate with the clerk's office

☐ Septic System Inspection Report (submitted every 3 years)

(rev 10/2022)

TRURO FIRE RESCUE

Truro Public Safety Facility
344 Route 6 Truro, MA 02666

FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: A/C Mobile Home Park, Inc at Horton's

OWNER/MANAGER: H Wayne Klekamp II/James Bourne

ADDRESS: 67 Highland Rd North Truro, MA 02652

PHONE #: [redacted] NUMBER OF UNITS: _____

CONTACT PERSON: James Bourne

ADDRESS: _____

TESTING COMPANY: Fire Equipment Inc

TESTING ELECTRICIAN/TECHNICIAN: James Spinosa

COMPANY PHONE #: 508-775-3473 HOME PHONE #: _____

LICENSE #: 6025

The fire protection system (s) including, but not limited to, (Sprinkler Systems) (Range Hood Systems) (Fire Extinguishers) (Type I II III Fire Alarm Systems) (C.O. Detectors) at the above mentioned business address, were tested, (CERTIFIED) the add parts of the systems, were found to be, or corrected to be, fully operational.

COMMENTS: _____

DATE OF CERTIFICATION: _____ BY: see attached report
Signature of Licensed Electrician

THIS REPORT MUST BE FILLED OUT AND SUBMITTED, PRIOR TO THE ISSUANCE OF, OR RENEWAL OF A LICENSE TO OPERATE WITHIN THE TOWN OF TRURO.

FIRE EQUIPMENT
INCORPORATED

Work Order Report

Work Order Details:

Account Name: Horton Camp Resort

Site Address: 71 South Highland Road, North Truro, MA 02652

Work Order Number: WO-00355585

Products:

Product Name:	Equipment #:	Equipment Location:
Portable Fire Extinguisher	FE 00075202	Building

Description:

Purpose of Visit: PM Inspection

Worked Performed:

Work Performed: Extinguishers inspection

Technician Information:

Item	Technician Name	Hours
1	James Spinosa - T6	1

Closed On: Oct 27, 2024

Signature:

Date: Oct 23, 2024

TOTAL # OF EXTINGUISHERS – 5

 # EXTINGUISHERS DUE SERVICE NEXT YEAR –

New Equipment -

DRY CHEM 2.5 ABC		DRY CHEM 5 ABC		DRY CHEM 10 ABC		DRY CHEM 20 ABC	
DRY CHEM 10 BC		DRY CHEM 20 BC		DRY CHEM 10 PK		DRY CHEM 20 PK	
CO2 5lb		CO2 10lb		CO2 15.5lb		CO2 20lb	
Pressurized Water		K Class		Halotron 2.5lb		Halotron 5lb	
Halotron 11lb		Halotron 15lb		Emergency Lights		Exit Lights	
Other		Fire Extinguishers Disposed Of					

Inspection/Recertification –

DryChem	5	KClass		Pressurized Water		Halotron	
CO2		Conductivity Test		Wheeled Unit		Emergency Light	
Exit Light		Other Insp					

Recharges –

Dry Chem 2 1/2 lb		Dry Chem 5 lb		Dry Chem 10lb		Dry Chem 20lb	
CO2 5 lb		CO2 10 lb		CO2 15 lb		CO2 20 lb	
Pressurized Water		K Class .61		2,5G		Halotron 2.5 lb	
Halotron 5 lb		Halotron 11 lb		Halotron 15.5 Lb		Conductivity Tests	

Service –

6 YR Maintenance Halotron		Hydrotest Dry Chem	
6 YR Maintenance Other		Hydrotest Other	

Parts –

Service Collar		ORing		Check Stem		Pull Pin	
Vehicle Bracket		Heavy Duty		Batteries		Battery	

		Bracket				Disposal	
Wall Hook		M1 - 5lb		M2 -10lb		20lb	
Bulbs		Replacement Cover		Gauge		FEC Cover	
Other Parts		DOT		OSHA		PWM 90	
BL Series Vinyl		Type					
RP Series Plastic		Types					

FIRE EXTINGUISHERS ARE IN COMPLIANCE WITH NFPA 10 CODE –

Recommendations -

Comments -

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information **Please Print Legibly**

Business/Organization Name: A/C Mobile Home Park at Horton's

Address: 67 Highland Rd

City/State/Zip: North Truro, MA 02652 Phone #[redacted]

Are you an employer? Check the appropriate box:
1. ☑ I am a employer with seasonal employees (full and/ or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):
5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☑ Other campground

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: National Casualty Company

Insurer's Address: 1100 Locust St

City/State/Zip: Des Moines, IA 5039

Policy # or Self-ins. Lic. # WCC3310838A Expiration Date: 04/01/2025

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Date: 11.1.2024

Phone #: 772 584 8628

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: **Permit/License #**

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other

Contact Person: **Phone #:**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
K&K INSURANCE GROUP, INC.
P.O. BOX 2338
FORT WAYNE, IN 46801

CONTACT NAME: LEISURE
PHONE (A/C, No, Ext): 877-355-0315 FAX (A/C, No): 260-459-5990
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	GRANITE STATE INSURANCE COMPANY	
INSURER B:	NATIONAL CASUALTY COMPANY	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
H. WAYNE KLEKAMP, INC.
DBA : ADVENTURE BOUND CAMPING RESORTS
905 16TH PL
VERO BEACH, FL 32960

COVERAGES **CERTIFICATE NUMBER:** C165639 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		AIP0003450541500	4/1/2024 12:01 AM	4/1/2025 12:01 AM	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$300,000
	X LIQUOR LIMITS - $1,000,000/$1,000,000 AGG						MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$3,000,000
	POLICY PROJECT X LOC						LEGAL LIAB TO PARTICIPANTS	
	OTHER:						PROFESSIONAL LIABILITY	
A	AUTOMOBILE LIABILITY			02-CA-044252550-0	4/1/2024 12:01 AM	4/1/2025 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WCC331038A	4/1/2024 12:01 AM	4/1/2025 12:01 AM	X PER STATUTE OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
	PARTICIPANT ACCIDENT						AD&D	
							Primary Medical	
							Excess Medical	
							Weekly Indemnity	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.
RE: CAPE COD-NORTH TRURO: 42-44-46-48 HIGHLAND ROAD, NORTH TRURO, MA & CAPE COD-HORTONS: 67-71 SOUTH HIGHLAND ROAD, NORTH TRURO, MA

CERTIFICATE HOLDER
TOWN OF TRURO
LICENSING DEPARTMENT
PO BOX 2030
TRURO, MA 02666

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Scott Turbert

Number:2025-023 **Fee: $50.00**

Town of Truro Board of Health

24 Town Hall Road, Truro, MA 02666

Campground

This is to certify that **Wayne Klekamp, mgr., James Bourne, on-site mgr., d/b/a Adventure Bound Camping Resort at Hortons**

67 South Highland Rd

Has Been Granted A License to Operate **Recreational Camps, Overnight Camps or Trailer Coach Parks**

This license is issued in conformity with the authority granted to the Truro Board of Health, by Chapter 140, Sections 32A, 32B, 32C, 32D, 32E as amended, and is subject to the provisions of the Laws of the Commonwealth of Massachusetts relating thereto, and upon such terms and conditions, and to the rules and regulations in regard to said Camps or Cabins so licensed as adopted by the Truro Board of Health and expires **December 31, 2025** unless sooner suspended or revoked.

Date Nov 19, 2024

#of units: **218 sites**

Emily Beebe, RS

Agent to the Truro Board of Health

TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

HEALTH DEPARTMENT
TOWN OF TRURO

NOV 0 6 2024

RECEIVED BY

TAX STATUS REQUEST FOR LICENSING

Date 11.06.2024

Request is coming from the Selectmen's Office X

Owner's Name Adventure Bound Camping Resort @ Hortons

Business Name Horton's Campground

Business Address 67 South Highland Rd

Map and Parcel 37-15

Please verify whether the Real Estate and Personal Property taxes to this property are up to date for the current fiscal year.

O. Reynolds
Tax Collector's Signature

11.08.2024
Date

Last Septic Insp 1/18/22
Smoke Exp: 5/2/25
Hood: 10/2024 exp

Consent Agenda Item: 9C4

HEALTH DEPARTMENT
TOWN OF TRURO
NOV 15 2024
RECEIVED BY: 36/PO

Town of Truro
Board of Health

24 Town Hall Road, P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004, Extension: 131 Fax: 508-349-5508
Email: lbudnick@truro-ma.gov or nrichey@truro-ma.gov

APPLICATION FOR FOOD SERVICE – COMMON VICTUALER

Name of Business: Salty Market Farmstand Inc.

☐ New ☑ Renewal/**No Changes (Skip to Section 3)**

Section 1 – License Type

Type of License: ☐ **Food Service** ☑ **Common Victualer ($50)**

FA# 2025-032A

Type of Food Service Establishment:
☑ Food Service (restaurant or take out)/ $75
☐ Retail Food (commercially prepared foods)/$15
☐ Residential Kitchen $25
☐ Bed & Breakfast w/Continental Breakfast
☑ Catering/ $50
☐ Manufacturer of Ice Cream/Frozen Dessert / $10
☑ Bakery $10

BA# 2025-032B

Section 2 – Business/Owner/Manger Information

Federal Employers Identification Number (FEIN/SS) [redacted]

Business Name: Salty Market Farmstand

Owner Name: Liam Rowland **Email Address:** [redacted]

Mailing Address: Box 657, Truro MA 02652

Phone No:

Section 3 – Business Operation Details

Number of Seats: Inside: 8 (SEASONAL) Outside: _____ Number of Employees: 6 – 8

Length of Permit: ☑ **Annual** ☐ **Seasonal Operation** (Oct – March (8 seats + togo)

Hours of Operation: 2-8 Winter To 8-6 Summer April – Sept (0 seats + togo

Days Closed Excluding Holidays: Tuesdays (in summer season)

Year round w/seasonal modification

If Seasonal: Approximate Dates of Operation: 10/01/2025 To 03/31/2026

Person Directly Responsible for Daily Operations: (Owner, Person in Charge, Supervisor, Manager)

Name: Liam Rowland **Email Address:** chefliam@gmail.com

Mailing Addr [redacted]

Phone No: [redacted] **Hour Emergency:** 774-722-5427

SHARE 508 487-0711

Rev 9/22

TRURO FIRE RESCUE
Truro Public Safety Facility
344 Route 6 Truro, MA 02666

FIRE PROTECTION SYSTEMS
ANNUAL TEST REPORT

BUSINESS NAME: Salty Market Farmstand

OWNER/MANAGER: Liam Rowland

ADDRESS: 2 highland Rd, 02666

PHONE [redacted] NUMBER OF UNITS: store & Apartment

CONTACT PERSON: Liam Luttrell Rowland

ADDRESS: same

TESTING COMPANY: Mass Fire

TESTING ELECTRICIAN/TECHNICIAN: Tarry O'shara

COMPANY PHONE #: _____ HOME PHONE #: 508-790-4696

LICENSE #: _____

The fire protection system (s) including, but not limited to, (Sprinkler Systems) (Range Hood Systems) (Fire Extinguishers) (Type I II III Fire Alarm Systems) (C.O. Detectors) at the above mentioned business address, were tested, **(CERTIFIED)** the add parts of the systems, were found to be, or corrected to be, fully operational.

COMMENTS: _____

DATE OF CERTIFICATION: _____ BY: _____
Signature of Licensed Electrician

THIS REPORT MUST BE FILLED OUT AND SUBMITTED, PRIOR TO THE ISSUANCE OF, OR RENEWAL OF A LICENSE TO OPERATE WITHIN THE TOWN OF TRURO.


H00D
DO NOT REMOVE
By Order Of The State Fire Marshal
FULL WT. _____
EAST COAST
FIRE & VENTILATION, INC.
New England's Leader in Fire Suppression and Kitchen Exhaust Systems
21 Patterson Brook Road, Suite G
West Wareham, MA 02576
888-436-5383
LICENSE No. MA CR# 4613, RI CR# 54-11, CT# F3-40730
SERVICED BY 5997 DB
AFFF/LD. STRM
CARBON DIOXIDE
PRES. WATER
HALON 1211
CO2 SYSTEM
HALON SYSTEM
NATIONAL ASSOCIATION OF FIRE EQUIPMENT DISTRIBUTORS
NAFED
THE MARK OF PROFESSIONAL SERVICE
ABC DRY CHEM
STD. DRY CHEM
PK DRY CHEM
K-CLASS
DRY CHEM SYS
WET CHEM SYS
2023/2024
"AN AUTHORIZED ANSUL DISTRIBUTOR"
VOID 1 YR. FROM MO. PUNCHED; SYSTEMS 6 MOS.
SERVICED
NEW
RECHARGED
DEC.
NOV.
OCT.
SEPT.
AUG.
JULY
JUNE
MAY
APR.
MAR.
FEB.
JAN.

Sal

FIRE Supp.

INSPECTION TAG

MASS FIRE SERVICES
508 790 4696
SALTY'S 2 HIGHLAND

THIS AREA EQUIPPED WITH

WET SYSTEM ☒
DRY SYSTEM ☐

DELUGE VALVE ☐
ANTI-FREEZE ☐
PRE-ACTION VALVE ☐

	1st	2nd	3rd	4th
VALVE SERIAL NO.	Flow Switch			
STATIC WATER P.S.I	60			
RESIDUAL WATER P.S.I	50			
DO ALARMS OPERATE	YES			
AIR PRESSURE	NA			
AIR PRESSURE TIME	NA			
TRIP TIME (SEC)	60			
WATER FLOW TIME (SEC)	/			
LOW POINTS DRAINED	/			
WATER SUPPLY OPEN	YES			
ANTIFREEZE TEMP. RATING	/			

NUMBER OF LOW POINTS TO BE DRAINED /

INSPECTION MADE AND WITNESSED BY		
DATE & INSP#	MADE BY	WITNESSED BY
5/2/24	JDS	

LIC # 004421

360 TRAINING™ LEARN 2 SERVE™

CERTIFICATE OF COMPLETION

This certifies that

Liam Rowland

is awarded this certificate for

Learn2Serve Food Allergy Training Course

Hours	Completion Date	Expiration Date	Certificate #
2.00	02/11/2022	02/10/2025	ANSI-FA-001110

Official Signature

ANAB
ANSI National Accreditation Board
ACCREDITED
ANSI/ASTM E2659
CERTIFICATE ISSUER
#0975

THIS CERTIFICATE IS NON-TRANSFERABLE

For employer verification of certificate validity, please send your request to FoodHandlerProgramAdmin@360training.com

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

LIAM ROWLAND

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)–Conference for Food Protection (CFP).

21106845	5532
CERTIFICATE NUMBER	EXAM FORM NUMBER
9/29/2021	9/29/2026
DATE OF EXAMINATION	DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

ANSI ACCREDITED PROGRAM
American National Standards Institute and the Conference for Food Protection®
#0655

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

In accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 (Regulation 3.2, Standard A3.2).

17110811 v.1711

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL. 60606-6383 or ServSafe@restaurant.org.

FARM STAND RAMEN

HOUSE RAMEN

$20

- ORGANIC CHICKEN — $5
- CRISPY SQUID — $5

VEGAN RAMEN

$30

- LOCAL MUSHROOM — $5
- KIMCHI — $5
- DURAK PORKBELLY — $5
- SESAME GREENS — $5

- COCONUT CUSTARD — $12

FARM STAND RAMEN

HOUSE RAMEN

$20

- ORGANIC CHICKEN — $5
- CRISPY SQUID — $5

VEGAN RAMEN

$30

- LOCAL MUSHROOM — $5
- KIMCHI — $5
- DURAK PORKBELLY — $5
- SESAME GREENS — $5

- COCONUT CUSTARD — $12

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information **Please Print Legibly**

Business/Organization Name: SALTY MARKET Farmstand

Address: 2 highland

City/State/Zip: N. TRURO MA 02652 Phone #: 774 - 722-5427

Are you an employer? Check the appropriate box:

1. ☐ I am a employer with _____ employees (full and/ or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Kaplansky

Insurer's Address: P.O Box 267, 154 Shore Rd

City/State/Zip: North TRURO, MA 02652

Policy # or Self-ins. Lic. [redacted] Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [signature] Date: Nov, 15th

Phone #: [redacted]

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ **Permit/License #** _____

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ **Phone #:** _____

SALTMAR-03 JLOGAN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Kaplansky Insurance PO Box 267 154 Shore Rd North Truro, MA 02652	PHONE (A/C, No, Ext): (508) 487-6060	FAX (A/C, No): (508) 487-2040
	E-MAIL ADDRESS: info@kaplansky.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arbella Insurance Group	
INSURER B : Hartford Insurance Company of the Midwest	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Salty Market Farmstand, Inc.
P.O. Box 657
North Truro, MA 02652

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			[redacted]	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			[redacted]	4/1/2024	4/1/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	LIQUOR LIABILITY			[redacted]	4/1/2024	4/1/2025	EACH COMMON CAUSE	1,000,000
A	LIQUOR LIABILITY				4/1/2024	4/1/2025	AGGREGATE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Market & deli with alcohol sales location: 2 Highland Rd., N. Truro, MA 02652

CERTIFICATE HOLDER

Commonwealth of Massachusetts
Alchoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SALTMAR-03 JLOGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2024

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INSURER D :	
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INSURER F :	

INSURED

Salty Market Farmstand, Inc.
P.O. Box 867
North Truro, MA 02652

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	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		[redacted]	4/1/2024	4/1/2025	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
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Market & deli with alcohol sales location: 2 Highland Rd., N. Truro, MA 02652

CERTIFICATE HOLDER

Town of Truro
24 Town Hall Rd.
Truro, MA 02666

CANCELLATION

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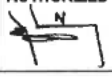
AUTHORIZED REPRESENTATIVE



SALTY MARKET

lunch – 11am

Will ADD Allergy Statement on print for April

(508)487-0711 2 Highland Rd, North Truro, Ma

B.L.T.

bacon or tempeh
lettuce, tomato, herb aioli

$13

FALAFEL PITA

yogurt, pickled onions,
sesame dressing, lettuce

$14

K-BOB CHICKEN PITA

hummus, yogurt sauce, pickles,
hot sauce

$14

TURKEY SWEET

cheddar, arugula, stewed cranberries,
herb aioli

$14

ROAST BEEF

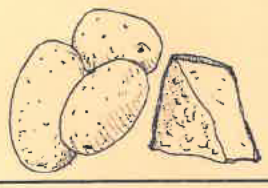
cheddar, arugula,
1000 island dressing

$14

BRISKET TACO

avocado, cucumber, lettuce,
tomato

$15



PORK TACO

rotisserie pork, pineapple,
radish, onion

$15

build you own sandwich, whole white bread or sweet roll $10
add: ham, turkey, roast beef, chicken + $2
add cheese, add tomato, add lettuce + $.50

GRAB AND GO ITEMS (check availability)
rotisserie chickens $24, brown stew chicken, escovitch fish, BBQ ribs

SALTMAR-03 JLOGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2024

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PRODUCER
Kaplansky Insurance
PO Box 267
154 Shore Rd
North Truro, MA 02652

HEALTH DEPARTMENT TOWN OF TRURO
NOV 18 2024
RECEIVED BY:

CONTACT NAME:
PHONE (A/C, No, Ext): (508) 487-6060 FAX (A/C, No): (508) 487-2040
E-MAIL ADDRESS: info@kaplansky.com

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Salty Market Farmstand, Inc.
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	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
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	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
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Market & deli with alcohol sales location: 2 Highland Rd., N. Truro, MA 02652

CERTIFICATE HOLDER

Commonwealth of Massachusetts
Alchoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Number: 2024-033 **Fee $75.00**

Town of Truro Board of Health

24 Town Hall Road, Truro, MA 02666

Permit To Operate A Food Establishment

In accordance with Regulations promulgated under authority of Chapter 111, Section 127A of the General Laws a Permit is hereby granted to:

Liam Luttrell-Rowland, owner/mgr., dba Salty Market Farmstand Inc.

Whose place of business is **2 Highland Rd**

Type of business and any restrictions **Retail Food/Convenience Store**

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2025**

Date Issued: November 20, 2024

Emily Beebe

Emily Beebe, R.S.

Agent to the Truro Board of Health

Number: 2025-032A **Fee: $50.00**

Town of Truro Board of Health

24 Town Hall Road, Truro, MA 02666

Permit To Operate As A Food Caterer

In accordance with provisions of Chapter 111, Section 127A of the Massachusetts General Laws, Regulations established by the Massachusetts Department of Public Health (105 CMR 590.00) and the provisions of Chapter 111, Section 31 of the Massachusetts General Laws, Regulations established by the Truro Board of Health (Section X) a permit is hereby issued to:

Liam Luttrell-Rowland, owner/mgr., dba Salty Market Farmstand Inc.

Whose place of business is : **2 Highland Rd**

Type of business and any restrictions **Food Caterer**

To operate a food establishment in **Truro**

Permit Expires: **December 31, 2025**

Date Issued: November 20, 2024

Emily Beebe, R.S.

Agent to the Truro Board of Health

Number: 2025-032B **Fee $10.00**

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Bakery License

This is to Certify that **Liam Luttrell-Rowland, owner/mgr.,**
d/b/a Salty Market Farmstand Inc.
2 Highland Rd

IS HEREBY GRANTED A LICENSE

For **a bakery**

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires **December 31, 2025** unless sooner suspended or revoked.

Date November 20, 2024

Emily Beebe, R.S.
Agent **Truro Board of Health**

TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

HEALTH DEPARTMENT
TOWN OF TRURO
NOV 19 2024
RECEIVED BY

TAX STATUS REQUEST FOR LICENSING

Date 11.07.2024

Request is coming from the Selectmen's Office X

Owner's Name Liam Luttrell Rowland

Business Name Salty Market Farmstand

Business Address 2 Highland Rd.

Map and Parcel 36-190

Please verify whether the Real Estate and Personal Property taxes to this property are up to date for the current fiscal year.

Tax Collector's Signature

11/08/2024
Date