

Subject Premises:
930 Main Street
Concord, MA 01742

LAND DEVELOPMENT AGREEMENT

This Land Development Agreement (this "LDA") is made as of this 7th day of November, 2019, by and between the CONCORD HOUSING DEVELOPMENT CORPORATION ("CHDC") having an address of 141 Keyes Road, Concord, Massachusetts and HABITAT FOR HUMANITY OF GREATER LOWELL, INC., having an address at 68 Tadmuck Road, Unit 1, Westford, MA 01886, ("HFH"), collectively, the "Parties".

WHEREAS, pursuant to that certain Term Sheet dated as of July 1, 2019 by and between CHDC, HFH and the Concord Housing Foundation, Inc. ("CHF") (the "Term Sheet"), CHDC, HFH and CHF agreed to participate in the joint funding of the purchase of certain real property known and numbered as 930 Main Street, Concord, MA (the "Property") to be used for affordable housing purposes in perpetuity, and in connection therewith, HFH contributed \$75,000 towards the purchase of the Property; and

WHEREAS, on August 20, 2019, CHDC acquired title to the Property which is more particularly described in a Deed recorded in Book 73140, Page 4 in the Middlesex South Registry of Deeds; and

WHEREAS, HFH, in partial consideration for the agreement of CHDC to transfer title to the Property to it, HFH has agreed to construct up to two affordable residential housing units in accordance with the requirements of the Local Initiative Program ("LIP") of the Massachusetts Department of Housing and Community Development ("DHCD") and with the terms and conditions of this LDA, (the "Project"); and

WHEREAS, HFH, upon its acquisition of the Property from CHDC, shall at its sole cost and expense, perform or cause to be performed by others, and supply or cause to be supplied by others, all the work, materials, equipment and supplies necessary or desirable to construct, develop and complete the Project (the "Work"),

NOW, THEREFORE, in consideration of the mutual promises of the parties' contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

I. CONDITIONS OF CONVEYANCE

HFH agrees (for itself and any successors to, or assigns of, any interest in the Property or any portion thereof) to develop the Property and undertake the Project and the Work as follows:

A. PROPERTY TO BE RESTRICTED IN PERPETUITY FOR AFFORDABLE HOUSING PURPOSES

1. Permanent Deed Restriction. HFH agrees that as a condition of the conveyance of the Property to HFH from CHDC, the Property shall be restricted in perpetuity for affordable housing purposes only, including the affordability requirements of resale to qualified residents/purchasers.
2. Affordable Housing Program. Upon the receipt of all necessary permits for either a single-family home or a duplex, HFH shall, at its sole cost and expense, commence and complete the Local Action Unit ("LAU") process resulting in the recording of a mutually acceptable Regulatory Agreement and affordable housing restriction (Affordable Housing Deed Rider) on the Property. The Town of Concord and CHDC request that at least one unit be sold to a household with local preference, to the extent permitted by law. The Town will provide the justification for Local Preference to DHCD.

HFH shall sell the Property only to an Eligible Purchaser (as defined by the Massachusetts Department of Housing and Community Development ("DHCD") LIP Program at a price affordable to individuals or households earning no more than eighty percent (80%) of the median household income for the area that includes the Town of Concord, as determined by HUD, adjusted for household size, and verified by DHCD (the "Maximum Initial Sale Price"). HFH shall be responsible for the sale and marketing of the Property to an Eligible Purchaser in accordance with the LIP requirements.

At the time of sale of the Property by HFH to an Eligible Purchaser, HFH shall execute a Affordable Housing Deed Rider and shall as a condition of sale cause the purchaser of the Property to execute an Affordable Housing Deed Rider in such form as is acceptable to CHDC and to DHCD, ensuring that the Property will remain affordable in perpetuity and will be eligible for inclusion on the Town of Concord's Subsidized Housing Inventory ("SHI"). The Regulatory Agreement and Deed Rider shall require the Property owner and any subsequent purchaser to execute at the time of resale a similar Deed Rider which shall be attached to and made a part of the deed from the owner to the purchaser so that the affordability of the Property will be preserved each time that subsequent resale of the Property occurs.

The resale restriction contained in each Deed Rider which encumbers the Property pursuant to the requirements of this Agreement shall be an affordable housing restriction as that term is defined in G.L. c. 184, §§31, 32 and as that term is used in M.G.L. c. 184, §§26, 31, 32, and 33, and shall also be an "other restriction" held by a governmental body, as that term is used in G.L. c. 184, §26 such that the restrictions contained herein shall be enforceable for its full term and not be limited in duration by any contrary rule or operation of law, and in any event shall be enforceable for at least 99 years. Such resale restrictions shall be for the benefit of the Town of Concord and the Town shall be deemed to be holder of the affordable housing restriction created by the resale restrictions in the Deed Rider.

To the extent permitted by law, Eligible Purchasers who are Town of Concord residents shall be given preference as approved by DHCD under the LIP Program. The Town will provide the justification for Local Preference to DHCD.

CHDC's agent, the Regional Housing Services Office ("RHSO") shall provide, at no cost to HFH, its services for the administration of the lottery for the selection of the eligible purchaser(s).

B. CONVEYANCE FROM CHDC TO HFH

1. Condition of the Property. HFH acknowledges that the Property was previously an occupied single-family residence. HFH further acknowledges and agrees that it has been given the opportunity to investigate and perform all due diligence on the Property as it may deem necessary or appropriate and that it has, in fact, investigated and performed all such due diligence on the Property as it deemed necessary or appropriate and that it is satisfied that the Project, and the Work can be constructed on the Premises in its "as-is" condition as of the date of this LDA.
2. Purchase Price. CHDC shall convey the Property to HFH for One Dollar (\$1.00) and such other good and valuable consideration as is set forth herein. CHDC will pay for closing expenses traditionally paid by seller, and HFH will pay for closing expenses traditionally paid by buyer.
3. Closing Date. Subject to compliance with the applicable terms and conditions hereof, CHDC shall deliver a deed to the Property to HFH on a mutually agreeable date not later than November 29, 2019. Time is of the essence.
4. Notice of LDA. Together with the deed to the property from CHDC to HFH, a Notice of Land Disposition referencing this agreement shall be recorded in the Middlesex South Registry of Deeds.

C. PERMITTING

1. Project Permitting. Upon the transfer of the Property from CHDC to HFH, HFH shall, at its sole cost and expense, promptly prepare to and apply for all necessary permits required in order to develop the Property as a duplex.
2. Approvals and Permits: HFH shall be responsible for obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Property, but HFH acknowledges that the CHDC has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted. CHDC shall offer support and advice during the permitting process at no cost to HFH and will send a representative to all hearings and meetings as requested by HFH.

D. CONSTRUCTION OBLIGATIONS

1. Timing of the Project. The timing of the Project shall be substantially in accordance with the schedule attached hereto and made a part hereof of as Exhibit A (the "Project Schedule"). The Project Schedule may be reasonably adjusted from time to time by mutual written agreement of the Parties. At all times, *force majeure* (including legitimate weather-related delays) and other

events beyond the control of HFH, shall be deemed to be a legitimate reason for adjustment of the Project Schedule. HFH shall otherwise use good faith and due diligence to comply with the Project Schedule. Notwithstanding the above, the Project shall be completed and ready for residential occupancy within thirty-six (36) months from the date of conveyance from CHDC to HFH.

2. Project Plans. Within sixty (60) days from the Closing Date (as defined below), HFH shall submit to CHDC a full set of plans and development budget for the Project before submitting its permit applications. CHDC shall have the right to comment thereon and request reasonable modifications thereto. The Project plans, as approved by CHDC and the Town shall be referred to herein as the "Approved Plans".

3. Termination of Project. In the event that HFH determines in its reasonable discretion before commencing construction on the Project that its estimated budget for the infrastructure elements of the project only (not construction of the dwelling or parking) as submitted to CHDC will increase by 20% or more, HFH shall have the right to terminate this transaction and the deed to the Property shall revert back to CHDC as described below.

4. Development Costs; Sewer/Septic Costs. HFH shall be solely responsible for developing and constructing the Project and for all costs associated therewith, including but not limited to environmental and soil testing, land clearance, obtaining any and all necessary permits, and survey, architectural, engineering and construction costs, and legal expenses for the Project. Notwithstanding the above, CHDC agrees to contribute up to a maximum Fifty Thousand Dollars (\$50,000.00) towards the actual cost of connecting the Property to municipal sewer service or the construction of an approved septic system serving the Property as permitted. CHDC shall pay such sum directly to the contractors providing such service upon receipt of approved invoices for such work.

5. Construction; Project Plans. The Project shall be constructed upon and within the footprint of the existing foundation on the Property. The Project shall be constructed, and the Work performed in accordance with the Approved Plans, which shall be deemed to be an integral part of this LDA. The Developer shall only make such improvements to the Property as may be shown on the Approved Plans, as may be amended from time to time with the approval of CHDC and the Town. The Developer agrees not make any substantial changes or revisions to the Approved Plans during the course of construction without having obtained CHDC's and the Town's prior written approval.

6. Quality of Work: HFH shall procure all necessary permits before undertaking any Work, and shall cause all the Work to be performed in a good and first-class workmanlike manner and employing new materials of prime quality and in accordance with the Scope of Work and all applicable laws, by-laws, codes and regulations.

7. HFH's Warranty: HFH shall furnish the first homebuyer of the Property a warranty against defects in workmanship, materials, and mechanical systems. The warranty shall be in a form typical for new home construction in the Massachusetts area, shall be not less than one (1)

year in duration, and shall be transferrable to subsequent purchasers of the Property prior to its expiration. The CHDC shall have the right to approve the form of such warranty.

8. Liens: HFH shall not permit any mechanic's liens or similar liens to remain upon the Property for labor and materials furnished to HFH in connection with work of any character performed at the direction of HFH and shall, within thirty (30) days after receiving notice of such claim, cause any such lien to be released of record without cost to the CHDC, by satisfaction and discharge of such lien or release of such lien by bond. Written evidence of the satisfaction or release of any such lien shall be provided to the CHDC immediately upon such satisfaction or release.

9. Compliance: HFH shall construct the Project in compliance with all applicable approvals, licenses, permits and variances issued by any federal, state or local governmental authority having jurisdiction thereof.

10. Completion of the Project: The construction of the Project shall be deemed substantially complete for the purposes of this LDA when the Building and the other improvements required of HFH (with the exceptions hereinafter set forth) by the provisions of this LDA have been built in accordance with the Approved Plans and a Certificate of Occupancy has been issued. The exceptions herein above referenced shall be (i) items of work and adjustment of equipment and fixtures that can be completed after occupancy has been taken, i.e., so-called "punch list" items, (ii) landscaping and other similar work which cannot then be completed because of climatic conditions, (iii) final coat of bituminous concrete pavement and (iv) "customer preference" items normally left for completion subsequent to the execution of sales agreements, provided that none of the foregoing interferes unreasonably with the use and occupancy of the Building.

Promptly after the later to occur of substantial completion of the Project as defined above, or after completion of other obligations of HFH under the terms of this Agreement, the CHDC will furnish HFH with a Certificate of Project Completion. Such certification shall be a conclusive determination of satisfaction and termination of this LDA and covenants in this Agreement, but not those other obligations which are by their terms intended to survive.

D. CHDC RIGHT OF RENTRY AND REVERTER

1. CHDC Right of Entry & Reverter. The CHDC reserves a right of entry and retains a right of reverter to the title to the Property. The CHDC shall have the right to enter upon the Property (with title and all rights to the Property being transferred back to CHDC) upon the occurrence of any of the following events: (i) HFH fails to complete the Project and sell the Property to an "Eligible Purchaser" as such term is defined by DHCD, within 36 months of the Closing Date; or (ii) HFH transfers the Property to persons other than to Eligible Purchasers without the express written consent of the CHDC, or in the event such transfer constitutes a breach of the terms of this LDA.

2. Reversion Deed. Prior to conveying the Property to HFH, HFH shall execute a reversion deed and escrow agreement by which CHDC's attorney shall hold such reversionary deed, subject

to the terms of this LDA. The stated consideration in the reversion deed shall be One Dollar (\$1.00).

3. Exercise of Rights of Reversion. CHDC shall provide not less than sixty (60) days' written notice to HFH of its intent to exercise its Right of Entry and Reverter. If, at the end of such notice period, HFH has not constructed and sold the Property as required herein, the CHDC may reenter the Property and retake all rights, title, interest and possession in and to the Property by executing and recording a Certificate of Entry with the Middlesex South Registry of Deeds. Upon recording said Right of Entry, title to the Property and any improvements thereon shall revert to and vest in the CHDC without any necessity for suit or without the necessity of a deed from HFH to the CHDC, free from any and all mortgages and other encumbrances.

4. If the Property reverts to CHDC, it will attempt to sell the Property. CHDC may elect to sell the Property for affordable housing purposes or at market rate.

(a) In the event that CHDC sells the Property at market rate without restriction for affordable housing purposes and receives after deduction for all transaction costs and expenses as sale proceeds at least \$450,000, then CHDC shall first repay the Concord Community Preservation Committee ("CPC") contribution in the amount of \$186,232.48, then the CHF contribution in the amount of \$75,000.00, then HFH contribution in the amount of \$75,000.00, then the CHDC contribution of \$25,000.00. Any proceeds remaining thereafter shall be retained by CHDC.

(b) In the event that CHDC sells the Property at market rate without restriction for affordable housing purposes and receives after deduction for all transaction costs and expenses as sale proceeds less than \$450,000, then CHDC shall first repay the CPC contribution in the amount of \$186,232.48. Any sum then remaining shall be distributed between CHF, HFH and CHDC, in relation to the percentage of each party's contribution as described herein.

(c) In the event that CHDC sells the Property for affordable housing purposes and receives after deduction for all transaction costs and expenses as sale proceeds less than \$450,000, then CHDC shall first repay HFH contribution. Any sum then remaining shall be distributed between CHF and CHDC, in relation to the percentage of each party's contribution as described herein.

(d) Except for the transaction costs and expenses related to the resale of the Property by CHDC, no Party may claim its costs or expenses related to the transaction or project other than the contributions as described herein.

5. Release of Rights of Reversion. CHDC's Right of Entry and Reverter shall be deemed released with respect to the Property upon the recording of the deed together with a Regulatory Agreement and Deed Rider attached thereto from HFH to an Eligible Purchaser, and a Certificate of Compliance issued by CHDC.

II. TRANSFER OF HFH'S INTEREST IN PROPERTY

1. HFH shall not sell, dispose, encumber, mortgage, pledge, convey, assign or otherwise transfer the Property (collectively referred to herein as a "Transfer"), without the prior written approval of the CHDC, which may be withheld in its sole and reasonable discretion.
2. HFH shall provide CHDC with not less than thirty (30) days written notice of any proposed Transfer, including without limitation, if it intends to enter into a purchase and sale agreement or similar contract for the sale of the Property to any other party. Any attempted Transfer made contrary to this section shall be void.
3. HFH acknowledges and agrees that Property is intended to be sold to an Eligible Purchaser that has been qualified and approved by DHCD under the Local Initiative Program ("LIP").
4. Any Transfer shall be subject and subordinate to the terms of this LDA. Any permitted transferee taking ownership prior to the completion of construction of the Project shall be obligated by this LDA to construct or complete the Project in accordance with its terms.
5. Any purchase and sale agreement or other form of contract regarding a Transfer of the Property shall be only in a form approved in advance by the CHDC (an "Approved P&S"). HFH shall not make any material change to the Approved P&S without the prior written consent of the CHDC.
6. HFH may, at its sole risk, rent the Property after it acquires title thereto during the permitting process and if so, it will make a good faith attempt to rent the Property as an affordable or below market rental. HFH shall retain all rental income relating to same.

III. ADDITIONAL OBLIGATIONS

1. Taxes. Taxes on the Property for the then current fiscal year shall be apportioned in accordance with G.L. c. 59, § 72A as of the HFH Closing Date.
2. Fees and Expenses. All recording or filing fees in connection with the conveyance of the Property from CHDC to HFH shall be paid by HFH. If at the time of delivery of the deed the Property or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien or has been paid, then for the purpose of this LDA, all unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by HFH prior to the delivery of the deed.
3. Indemnity. HFH shall defend, indemnify and hold harmless CHDC and the Inhabitants of the Town of Concord from and against any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of

action, suits, claims, demands or judgments of any nature in any way suffered, incurred, or paid as a result of the Work or the Project.

4. Insurance. HFH agrees to maintain the following insurance during its ownership of the Property:

(a) Type of Insurance. HFH shall continuously maintain in full force, for the term hereof, a policy of comprehensive casualty, and property damage insurance insuring the Property and all improvements thereto in an amount equal to at least one hundred percent (100%) of the replacement costs thereof, under which, until the completion of the Work and thereafter so long as the CHDC has an insurable interest in the Property (which shall be for such time until the Property is conveyed to an Eligible Purchaser or by reversion deed back to CHDC), the CHDC shall be named as additional insured and under which the insurer agrees to defend, indemnify and hold the CHDC harmless from and against all costs, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages related to: the Work; the condition of the Property; any act or omission of HFH, its contractors, subcontractors, licensees, agents, servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under HFH; and failure to comply with the provisions of this LDA or with applicable laws in connection with the exercise of the rights and obligations of HFH hereunder. All such insurance shall be in the broadest form of coverage from time to time available in Massachusetts. HFH shall submit to the CHDC evidence of such continuous insurance coverage satisfactory to the CHDC before any work is commenced on the Property and no less often than annually thereafter;

(b) Minimum Limits. HFH shall, at a minimum, carry comprehensive public liability insurance in the amount of \$1,000,000.00/occurrence, \$2,000,000.00/aggregate with property damage liability insurance in limits of \$1,000,000.00/occurrence, \$2,000,000.00/aggregate and excess (umbrella) coverage in the amount of not less than \$1,000,000.00. HFH shall provide confirmation that 930 Main Street is specifically insured for property damages, including the dwelling, prior to closing.

(c) Evidence of Insurance. All policies shall be so written that the CHDC shall be notified of cancellation or restrictive amendment as least thirty (30) days prior to the effective date of such cancellation or amendment. HFH shall submit to the CHDC certificates of insurance for all the policies required to be maintained by HFH hereunder, which certificates shall show at least the coverage and limits of liability specified herein the and expiration date;

(d) Acceptable Insurers. All insurance required hereunder shall be underwritten with an insurance company or companies with an AM Best Rating of A-1 or better, licensed to write such insurance in the Commonwealth of Massachusetts and acceptable to the CHDC.

5. Obligation to Restore. In the event that any damage or destruction of the Property occurs as a result of the negligent or willful act or omission of HFH, or of any of its employees,

contractors, subcontractors, or agents, members, lessees, assignees, licensees occupants or invitees, HFH shall be responsible for the full restoration of the damaged or destroyed Property regardless of the cost thereof, the available insurance proceeds, or the time remaining on the term of this LDA. Notwithstanding anything to the contrary contained in this LDA, HFH shall restore any damage or destruction to the Property that shall have been caused by the malicious and intentional actions of HFH, or of any of its employees or agents, members, lessees, assignees, licensees or invitees.

IV. GENERAL PROVISIONS

1. Access. HFH shall permit the CHDC or its agents to enter the Property at any reasonable time, from time to time, to inspect the Property and to ensure compliance with the provisions of this LDA, with 24 hours' notice.

2. Assignment. This LDA may not be assigned or otherwise transferred by HFH without the prior written consent of the CHDC. Any attempted assignment made contrary to this section shall be void and shall vest in the CHDC the right to terminate this LDA.

3. Compliance with Laws. HFH shall construct, develop, use and maintain the Building and the Property in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations and with all necessary permits.

4. Representations and Warranties.

i. HFH represents that as of the date hereof:

(a) HFH is duly organized and existing in good standing under the laws of Massachusetts and has the power and authority to own or its properties and to enter into and perform its obligations under this LDA, and each other agreement or instrument entered into or to be entered into by it pursuant to this LDA.

(b) HFH has the power, authority, and legal right to enter into and perform this LDA, and each other document entered into or to be entered into by it pursuant to this LDA, and the execution, delivery and performance hereof and thereof:

(i) have been duly authorized;

(ii) have the requisite approval of all governmental bodies;

(iii) will not violate any judgment, order, law or regulation applicable to HFH or any provisions of HFH's organizational documents; and

(iv) do not conflict with, constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of HFH under any agreement or instrument to which HFH is a party or by which HFH or its assets may be bound or affected.

(c) HFH represents that, to the best of its knowledge, there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition of HFH, or the ability of HFH to perform its obligations under this LDA, or under any other Project document entered into by HFH pursuant to this LDA.

(d) HFH has made or will make its independent investigation and inquiry into all matters relevant to its entering into and performing its obligations under the LDA without reliance on any statement or representation of the CHDC except as expressly set forth herein.

ii. The CHDC represents that as of the date hereof:

(a) The CHDC has the power, authority and legal right to enter into and perform this LDA, and each other agreement or instrument entered into or to be entered into by the CHDC pursuant to this LDA.

(b) This LDA has been duly entered into and constitutes the legal, valid and binding obligation of the CHDC.

5. Default: it shall be an event of default under this LDA if:

- (i) HFH fails to observe or perform any of HFH's covenants, agreements, or obligations hereunder within thirty (30) days of receiving written notice from the CHDC, specifying such failure;
- (ii) HFH fails to observe or perform, after all applicable cure periods, any of HFH's covenants, agreements, or obligations under the Restriction, or any other document or instrument now or hereafter in effect between the CHDC and HFH relating to this Project;
- (iii) HFH fails, after all applicable cure periods, to observe or perform any of HFH's covenants, agreements, or obligations under any bank loan;
- (iv) the sale or other transfer of any kind or nature of the Property, or any part thereof, without the prior written consent of the CHDC; or
- (v) HFH shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of HFH's property for the benefit of creditors.

6. Rights Upon Default: in addition to the rights and remedies available to the CHDC at law and in equity, the CHDC shall have the following rights and remedies in the event that HFH fails to fulfill its obligations under this LDA after all applicable notice periods:

- (i) specific performance of HFH's obligations hereunder; and

(ii) exercise its rights of entry and reversion on the Property.

7. Costs of Enforcement: HFH agrees to reimburse the CHDC for any and all costs and expenses, including reasonable attorneys' fees and court fees, incurred by the CHDC in enforcing this LDA.

8. Notices: Any and all notices required herein shall be in writing and shall be deemed properly given upon the earlier of: (1) two business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one business day after deposit with an express courier service such as Federal Express; or (iii) actual receipt. All such notices will be delivered to the address specified below or such other address as the respective parties may designate in writing:

If to the CHDC:

Chair, Board of Directors
Concord Housing Development Corporation
141 Keyes Road
Concord MA, 01742

if to HFH:

Executive Director
Habitat for Humanity of Greater Lowell, Inc.
68 Tadmuck Road, Unit 1
Westford, MA 01886

9. Waiver. The failure on the part of HFH or CHDC, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements, options or conditions of this LDA or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by HFH or CHDC shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

10. Headings and Captions for Convenience Only. The captions and headings throughout this LDA are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this LDA, nor in any way affect this LDA, and shall have no legal effect.

11. Term of Agreement. This LDA and the restrictions and covenants contained herein shall be enforceable by the CHDC until terminated by its terms or for the longest period permitted by law, which in any event shall be for at least ninety-nine (99) years.

13. The terms of this LDA supersede the Term Sheet and any and all other agreements between the parties.

14. Binding. The terms of this LDA shall be binding on the parties, and their respective successors, heirs and assigns. All covenants, agreements, terms and conditions of this LDA shall be construed as covenants running with the land.

15. Amendment. This LDA can be amended only with the written consent of HFH and the CHDC.

16. Entire Agreement of Parties; No Oral Agreement. There are no oral agreements between the parties hereto affecting this LDA, and this LDA supersedes and cancels any and all previous negotiations, arrangements, agreements, and undertakings, if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this LDA.

17. Governing Law. This LDA shall be governed exclusively by the provisions of the laws of The Commonwealth of Massachusetts.

(Remainder of page left intentionally blank. Signature pages follow.)

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

HABITAT FOR HUMANITY OF GREATER LOWELL, INC.:

By: Brenda J. Gould
Name: BRENDA H. GOULD
Title: EXECUTIVE DIRECTOR

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 28th day of October, 2019, before me, the undersigned Notary Public, personally appeared Brenda Gould, who proved to me through satisfactory evidence of identification, which were MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]
(Official Signature and Seal of Notary)
My Commission expires: 9/2/2022



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

CONCORD HOUSING DEVELOPMENT CORPORATION:

By:



Lee Smith, President and Co-Chair
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 7th day of November , 2019, before me, the undersigned Notary Public, personally appeared Lee S. Smith, President and Co-Chair the CONCORD HOUSING DEVELOPMENT CORPORATION, as aforesaid, who proved to me through satisfactory evidence of identification, which were Known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the CONCORD HOUSING DEVELOPMENT CORPORATION



(Official Signature and Seal of Notary)

My Commission Expires:

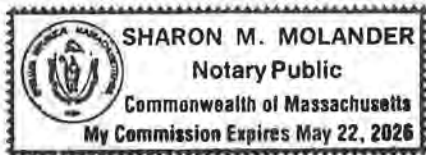


Exhibit A
Project Schedule

