

**PUBLIC HOUSING REGULATORY AGREEMENT
FOR
MCCARTHY VILLAGE II**

(TWO UNITS)

This Public Housing Regulatory Agreement (“Agreement”) is entered into as of August 6, 2012 by and among the ACTON HOUSING AUTHORITY (together with its successors and assigns, the “Authority”), a public body corporate and politic organized and operated under the provisions of Massachusetts General Laws Chapter 121B, as amended, AHA LLC, a Massachusetts limited liability company (“AHA LLC”), an instrumentality of the Authority, and the COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH ITS DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (together with its successors and assigns, “DHCD”).

RECITALS

- A. The Authority is the owner of land in Acton, Massachusetts described more particularly in Exhibit A (the “Site”).
- B. The Authority intends to ground lease the Site to AHA LLC, an instrumentality of the Authority, to pursue the development of the Site in order to create and own twelve (12) rental housing units on the Site (as more particularly defined below, the “Development”).
- C. In connection with the financing of the Development, DHCD has authorized the sale of up to two (2) existing c. 705 condominium units located at 48 Great Road, Acton, Massachusetts and the use of the net sales proceeds, up to a maximum of \$74,000, to assist in the development of two (2) of the twelve units at the Development.
- D. Portions of the Site are subject to regulation by DHCD and DHCD has agreed to provide funding to the Authority to support the Development.
- E. The Authority has requested DHCD’s approval of the development of the Site and certain related matters and DHCD has agreed to grant such approval subject to the terms of this Agreement.
- F. The Authority, through AHA LLC, has agreed to develop, operate and maintain two (2) units in the Development in accordance with Public Housing Requirements, as specified below.
- G. Pursuant to that certain Management Services Agreement dated as of July 1, 2012 by and between the Authority and AHA LLC, the Authority shall be the property management agent for the Development.

AGREEMENT

In consideration of the foregoing recitals and underlying promises, which all parties agree to be good and valuable consideration, the parties agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the following terms will have the following meanings:
 - 1.1 “Act” means Massachusetts General Laws Chapter 121B, as amended.
 - 1.2 “Additional Housing Requirements” shall mean the affordability and other regulatory requirements set forth in: (i) the Section 8 Requirements and (ii) that certain MassDocs Affordable Housing Restriction and Chapter 40B Regulatory Agreement dated on or about the date hereof granted by the Authority and AHA LLC to DHCD, Massachusetts Housing Partnership Fund Board, and the Massachusetts Housing Finance Agency (the “Massdocs AHR”).
 - 1.3 “Additional Trigger” is defined in Section 5.1.2.
 - 1.4 “Agreement” is defined in the introductory paragraph.
 - 1.5 “Application” means the application submitted to DHCD by the Authority relative to the Development pursuant to 760 C.M.R. 4.00.
 - 1.6 “Authority” is defined in the introductory paragraph.
 - 1.7 “Contract for Financial Assistance” means that certain contract between DHCD and the Authority dated as of March 15, 2012.
 - 1.8 “Development” is defined in the recitals.
 - 1.9 “DHCD” is defined in the introductory paragraph.
 - 1.10 “Event of Default” is defined in Section 8.1.
 - 1.11 “General Remedies” is defined in Section 5.2.
 - 1.12 “HUD” means the United States Department of Housing and Urban Development.
 - 1.13 “Initial Trigger” is defined in Section 5.1.1.
 - 1.14 “Lender” or “Lenders” means any institutional lender to the Authority that provides financing for the Development, and their respective successors and assigns. The phrase “institutional lender” means any savings bank, commercial bank, trust company, savings and loan association, insurance company, agency, instrumentality or authority of any federal, state, or local government, quasi-public entity, and any private or nonprofit entity that provides financing for affordable housing. The initial Lenders are identified more particularly in that certain Master Subordination Agreement dated on or about the date hereof.

- 1.15 “Loan Documents” means each of the documents entered into by the Authority in connection with a loan from a Lender.
- 1.16 “Low or Moderate Income Household” means a household with gross income at or less than 80% of median household income as most recently determined by HUD for a similarly sized household in Acton, Massachusetts, as further defined in 760 C.M.R. 5.06.
- 1.17 “Minimum Income Levels” is defined in Section 5.3.1.
- 1.18 “Operating Reserve” means one or more reserve accounts maintained by or for the benefit of the Authority as required by any Lender, exclusive of reserves for replacements or equivalent accounts intended to fund the Development’s capital repair or replacement needs.
- 1.19 “Non-State Units” means the ten (10) dwelling units of the Development that are not State Units.
- 1.20 “Operating Subsidy” means operating funds provided to the Authority by DHCD pursuant to Section 32 of the Act and the Contract for Financial Assistance.
- 1.21 “PBV Unit” means a Unit receiving project-based subsidy under 24 C.F.R. Part 983 or an equivalent successor program.
- 1.22 “Public Housing Requirements” means the Act and its implementing regulations in 760 C.M.R. Sections 4.00 et. seq., 5.00 et. seq., 6.00 et. seq., 8.00 et. seq., 27.00 et. seq. and 47.00 et. seq., and DHCD-issued notices, guidelines, handbooks and other official policies related to the Act or the regulations referenced herein.
- 1.23 “Section 8 Requirements” means any and all requirements relating to the development and/or operation of a Section 8 Unit required by Section 8 of the United States Housing Act of 1937, as amended from time to time, and any successor legislation, and any implementing regulations and any Section 8 Housing Assistance Payment Contracts entered into by the Authority and/or AHA LLC.
- 1.24 “Section 8 Unit” means a State Unit that is a PBV Unit or is occupied by a resident receiving Tenant-Based Section 8 Assistance.
- 1.25 “Site” is defined in the recitals.
- 1.26 “State Units” is defined in Section 3.1.
- 1.27 “Tenant-Based Section 8 Assistance” means tenant-based assistance provided pursuant to Section 8 of the United States Housing Act of 1937, or an equivalent successor program.

2. APPROVALS BY DHCD

- 2.1 Approvals Regarding Non-State Units. DHCD has reviewed and approved the Application and related documentation and has determined that, relative to the Non-State

Units, the Development satisfies each of the requirements of 760 C.M.R. 4.12, and in connection with that determination finds that: the portion of the Site that will contain the Non-State Units will be surplus to the needs of any existing state-aided housing project and to any planned state-aided housing project on the Site; the Non-State Units will be deed restricted to occupancy by low or moderate income households at affordable rents in perpetuity pursuant to the Additional Housing Requirements; adequate provision has been made pursuant to the Additional Housing Requirements so that the tenant share of rent for the Non-State Units will be no more than the amounts permitted pursuant to 760 C.M.R. 4.12(1)(c); the Non-State Units on the Site shall be operated in accordance with the revised Contract for Financial Assistance executed for this development; the Authority will ground lease the land for the Development to AHA LLC for a term of 99 years; the Loan Documents require notice to DHCD and a reasonable opportunity for cure in the event of foreclosure for breach of the terms of the Loan Documents, and contain commercially reasonable protections against loss of affordability of the Non-State Units; DHCD has relied on the Massachusetts Housing Finance Agency, in its capacity as one of the Lenders as administrator of the Affordable Housing Trust Fund, approved the plans and description of the Development, its estimated construction costs and its financing and will ensure that proper standards of health, sanitation and safety are met by the Development; public construction and prevailing wage requirements, insofar as applicable, will be complied with in the construction of the Development; tenant selection procedures for the Non-State Units, being subject to approval by HUD, as necessary, and by the Lenders, will be fair and reasonable and will not contravene any applicable state or federal anti-discrimination laws or any state or federal fair housing laws.

- 2.2 Public Purposes. DHCD has determined that: (i) the Authority is an agency of the Commonwealth of Massachusetts or of a political subdivision thereof, (ii) AHA LLC is an instrumentality of the Authority, and (iii) the Development will, if constructed and operated in accordance with this Agreement and the Additional Housing Requirements, be used exclusively for public purposes.
- 2.3 Approvals Regarding the Contract for Financial Assistance. DHCD authorizes the Authority to proceed with “Final Planning and Construction” pursuant to the Contract for Financial Assistance. Compliance with the terms of this Agreement by the Authority will be deemed to satisfy all obligations of the Authority pursuant to the Contract for Financial Assistance.
- 3. DESIGNATION AND OPERATION OF STATE UNITS.**
- 3.1 State Units Subject to Public Housing Requirements. The Authority will continuously operate two (2) rental units in the Development (the “State Units”) in accordance with Public Housing Requirements during the term of this Agreement. The State Units will be considered a “housing project” providing “chapter 705 family housing” for purposes of complying with the Public Housing Requirements.
- 3.2 Distribution. The State Units will “float” and not be at permanent locations in the Development, and to the extent feasible will be scattered throughout the Development. The Authority will maintain and operate the State Units without distinction from the

Non-State Units, excepting such differences in admissions procedures, lease terms and other conditions as are mandated by Public Housing Requirements or intended by the Authority to effectuate Public Housing Requirements and/or benefit the State Units. The Authority may change the specific units designated as State Units at any time, but may not change the designation of a State Unit to a Non-State Unit except upon turnover. Without limiting the foregoing, if a Non-State Unit that is initially a PBV Unit ceases to be a PBV Unit the Authority may designate such unit as a State Unit provided that at such time it is occupied by a household that is, or at the time of initial admission was, a Low or Moderate Income Household.

3.3 Resident Incomes and Rent Limitations.

3.3.1 The Authority will make the State Units available to Low or Moderate Income Households in compliance with the Public Housing Requirements.

3.3.2 The Authority will charge residents of the State Units a rent that does not exceed:

- (a) for State Units that are not Section 8 Units, the percentage of monthly net household income specified in 760 C.M.R. 6.04(1)(b)-(d), with net household income of the tenant household determined in the manner specified in 760 C.M.R. 6.05; and
- (b) for State Units that are Section 8 Units, the amount allowed as the tenant share of rent by the Section 8 Requirements (provided that for Section 8 Units that are not PBV Units, if no maximum tenant share is established by the Section 8 Requirements then the amount allowed as the tenant share for purposes of this clause shall be 30% of adjusted income, less any applicable utility allowance (with adjusted income and utility allowance calculated in accordance with Section 8 Requirements).

3.4 Resident Selection and Assignment.

3.4.1 The Authority will be responsible for application intake, applicant interview and screening, verification procedures, determination of eligibility for admission and qualification for preference, record maintenance, waiting list maintenance, unit assignment and execution of leases, and all administrative functions in connection with the enforcement and termination of leases.

3.4.2 The Authority will maintain and select applicants from a site-based waiting list and in accordance with an affirmative fair housing marketing plan approved by DHCD.

3.5 Leases. Tenant leases executed with respect to State Units will be on forms proposed by the Authority and approved by DHCD and will comply with (a) Public Housing Requirements, including 760 C.M.R. 6.06, and (b) Additional Housing Requirements. DHCD approves the use by the Authority of the form of lease used by the Authority for other state-aided public housing units in its portfolio, subject to such modifications or addenda as may be required in connection with the Additional Housing Requirements.

- 3.6 Future Changes in Public Housing Requirements. If any Public Housing Requirement currently applicable to this Agreement or the State Units is amended, modified or repealed after the date of this Agreement, the parties agree that, to the greatest extent permitted by law, nothing in this Agreement will be construed or interpreted to:
- 3.6.1 apply any such amendment, modification or repeal in a manner more restrictive of the operation of the State Units than those requirements currently or initially applicable to the State Units; or
- 3.6.2 prevent or diminish the full application to the State Units of any such amendment, modification or repeal that allows for increased flexibility or decreased restrictions relative to the operation of conventional or mixed-finance state-aided public housing units.

4. OPERATING SUBSIDY

- 4.1 No Operating Subsidy for Section 8 Units. In order to assure compliance with the Section 8 Requirements, no Operating Subsidy will be paid to the Authority relative to any State Unit that is also a Section 8 Unit.
- 4.2 Eligibility for Future Operating Subsidy. If any State Unit ceases to be a Section 8 Unit, the State Unit shall remain ineligible for operating Subsidy except as may otherwise be established in accordance with Section 5.2(b).

5. REMEDIES TRIGGERED BY THE END OF ASSISTANCE FOR PBV UNITS.

5.1 Triggers.

- 5.1.1 An “Initial Trigger” will occur if there are fewer than twelve (12) PBV Units in the Development as a result of the termination or non-renewal of one or more Section 8 Housing Assistance Payment Contracts (regardless of whether any former PBV Unit is occupied by a resident receiving Tenant-Based Section 8 Assistance or other tenant-based rental assistance).
- 5.1.2 An “Additional Trigger” will occur if any of the following events occurs after the Initial Trigger:
- (a) the balance of the Operating Reserve is less than 3 months of AHA LLC’s actual operating costs (including debt service costs) *and* AHA LLC reasonably projects that the Development will operate at a deficit over a twelve-month period;
 - (b) AHA LLC is experiencing and/or reasonably projects an operating deficit that will deplete the Operating Reserve within 12 months; or
 - (c) any Lender delivers notice to the Authority and/or AHA LLC (with a copy to DHCD) of a financial default under the Loan Documents.
- 5.1.3 Notice to Tenants. If the Authority believes that an Initial Trigger or an Additional Trigger has occurred or will occur within the next six months, then the Authority shall

provide written notice to all residents of the State Units, and the local tenant organization for the Development. Such notice shall include a statement that a trigger has occurred or will occur, a brief explanation of the event(s) leading to the trigger, and a statement that additional information and documentation is available upon request.

5.2 General Remedies. The Authority will implement the following “General Remedies” if the Initial Trigger occurs, and may implement them prior to the Initial Trigger if the Authority reasonably anticipates that the Initial Trigger will occur within 6 months:

- (a) Cost Cutting Plan. The Authority will undertake in good faith, and in full consultation with DHCD and Lenders, to reduce the Development’s operating expenses. All expenses will be open to examination and potential reduction; however, the Authority will not be required to seek to reduce maintenance and other operating expenses below a sustainable long-term level without also seeking to increase income in accordance with other elements of this Agreement, nor will the Authority be required to act in a manner that would violate applicable Additional Housing Requirements or Loan Documents.
- (b) Refinance and Increase Subsidy. The Authority will make good faith efforts to pursue opportunities to refinance the Development and to locate any available third party assistance in order to increase revenues of the Development. The Authority will request, and DHCD will give good faith consideration to providing, additional capital assistance and/or rental assistance (in addition to the Operating Subsidy). The Authority will not unreasonably refuse to accept additional assistance if offered by DHCD. Any such actions by the Authority will be pursued in consultation with, and will be subject to the consent of, the Lenders and will also be subject to compliance with applicable provisions of the Additional Housing Requirements.
- (c) Other Discretionary Actions. The Authority and DHCD will each cooperate in good faith to take and/or approve such other actions as reasonably necessary and permitted by Public Housing Requirements in order to improve the financial operations and long-term viability of the Development. Any such actions by the Authority will be pursued in consultation with, and will be subject to consent of, the Lenders and will also be subject to compliance with applicable provisions of the Additional Housing Requirements. Such actions shall include making diligent attempts to rent State Units to those families with tenant-based Section 8 or other rental subsidies.

5.3 Minimum Income Levels on Turnover.

5.3.1 If the Authority certifies to DHCD (with a copy to all tenants of the State Units of the Development) that it has pursued General Remedies for a reasonable period of time in the circumstances (which will not be required to exceed 90 days), the Authority may establish “Minimum Income Levels” for households to be admitted to the State Units, upon turnover only, such that the revenues the Authority reasonably projects to receive from each State Unit (inclusive of tenant payments and Operating Subsidy, if any) will:

- (a) following the Initial Trigger, support such State Unit's pro-rata share of the Development's operating expenses, exclusive of debt service; and
- (b) following an Additional Trigger, support such State Unit's pro-rata share of the Development's operating expenses, inclusive of debt service.

5.3.2 Minimum Income Levels may take precedence over other priorities or preferences required by this Agreement or by applicable management, admissions or occupancy documents, without need for further approval of changes to such documents, but will in no event be higher than the maximum levels permitted by the Act or by Additional Housing Requirements.

5.3.3 If, after Minimum Income Levels are implemented, the Operating Subsidy Payment and any other resources received in support of the State Units are increased to a level such that in the aggregate the State Units that are not PBV Units support their pro-rata share of the Development's operating expenses (inclusive of debt service, if there has been an Additional Trigger) without regard to the income level of residents, the Authority will discontinue the use of Minimum Income Levels.

6. RELATION TO OTHER PROGRAMS

6.1 Section 8 Requirements.

6.1.1 For so long as any of the State Units are PBV Units, in the event of any conflict between the Section 8 Requirements and the Public Housing Requirements relative to such State Units the Section 8 Requirements will control.

6.1.2 For so long as any of the State Units are PBV Units, DHCD will defer to HUD in regulation and in enforcement activities relative to the Development and will not take any enforcement action pursuant to this Agreement that would, in HUD's reasonable judgment, interfere with the ability of the PBV Units to be operated in accordance with the Section 8 Requirements.

6.1.3 For so long as any State Unit is a Section 8 Unit, DHCD will not be required to provide, and will not provide, any Operating Subsidy in support of such State Units in accordance with Section 4.1.

6.2 Additional Housing Requirements. DHCD will not disapprove any policy of the Authority that is permitted under Public Housing Requirements and required for compliance with Additional Housing Requirements, nor will DHCD impose upon the Authority any policy or procedure with respect to the State Units that is not required by Public Housing Requirements and that would cause noncompliance with the Additional Housing Requirements.

7. FINANCIAL STATEMENTS, AUDIT AND INSPECTION RIGHTS.

7.1 Annual Audited Financial Statements. Upon request from DHCD, not later than 120 days after the end of each Development Fiscal Year, the Authority will deliver to DHCD

a copy of the audited financial statements of the Authority for such year accompanied by the report of independent certified public accountants.

- 7.2 Maintenance of Records. The Authority shall maintain sufficient records and to take necessary action to assure DHCD that all the Authority obligations to DHCD under Public Housing Requirements are fulfilled.
- 7.3 Audit. DHCD reserves the right to conduct annual inspections of the Development and inspections or audits of the books and records of the Authority (including, without limitation, tenant files and leases) to ensure compliance with the terms of this Agreement.

8. DEFAULT AND REMEDIES.

- 8.1 Event of Default. An “Event of Default” under this Agreement will occur if the Authority materially violates, breaches, or fails to comply with any provision of this Agreement.
- 8.2 Notice and Cure.
- 8.2.1 Upon a determination by DHCD that an Event of Default has occurred, DHCD will notify the Authority in writing of: (i) the nature of the default; (ii) the actions required to be taken to cure the default, and (iii) the period of time within which the defaulting party must respond with a showing that all required actions have been taken, provided that such period of time will be no less than 30 days (or such additional periods of time as may be reasonable, provided that the defaulting party promptly commences the cure of such default within the initial cure period and diligently prosecutes the same to completion).
- 8.2.2 DHCD will transmit concurrently to HUD and each Lender a copy of any notice of default by the Authority under this Agreement, and in the event that the Authority fails to cure any such default within the applicable time period, HUD and any Lender will be given a reasonable period of additional time (not less than 90 days) to initiate a cure of the Authority’s default through (i) foreclosure pursuant to the Loan Documents, or (ii) otherwise, and will then have such reasonable period of time as may be required to diligently pursue and complete such cure. A cure of any Event of Default of the Authority made or tendered by any Lender shall be deemed to be a cure by the Authority, as applicable, and such cure shall be accepted or rejected on the same basis as if made or tendered by the Authority.
- 8.3 Remedies. If an Event of Default remains uncured after expiration of the period of time referenced above, DHCD, 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 Agreement or an injunction against any violation of this Agreement, or for such other relief as may be appropriate, since the injury arising from the default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain and may not be compensable by money alone.

9. MISCELLANEOUS.

- 9.1 Term of Agreement. The terms and provisions of this Agreement will remain in full force and effect in perpetuity.
- 9.2 Binding Effect; Third Party Beneficiaries. The covenants set forth in this Agreement will run with the land, and will be enforceable by DHCD and binding upon the Authority and any successors and assigns to the fullest extent permitted by law. This Agreement is not intended to benefit any third party, and no third party will be entitled to rely on or enforce any term of this Agreement or any restrictions arising out of the existence of this Agreement.
- 9.3 Decision Standards. In any approval, consent or other determination by any party required under any of this Agreement, the party will act reasonably, in good faith and in a timely manner, unless a different standard is explicitly stated.
- 9.4 Notices. All notices, requests, demands, approvals, or other communications given in connection with this Agreement will be in writing and will be deemed given when received, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by recognized overnight delivery service such as Federal Express, addressed as follows:

If to DHCD, to: Commonwealth of Massachusetts
Department of Housing and Community
Development
100 Cambridge Street
Boston, MA 02114
Attn. Associate Director of Public Housing

And a copy to: Commonwealth of Massachusetts
Department of Housing and Community
Development
100 Cambridge Street
Boston, MA 02114
Attn. Chief Legal Counsel

If to the Authority, to: Acton Housing Authority
68 Windsor Avenue
P.O. Box 681
Acton, MA 01720
Attn.: Executive Director

and a copy to: Nixon Peabody LLP
100 Summer Street
Boston, MA 02110
Attn: Jeffrey W. Sacks

If to Lenders, to: For the initial Lenders, the addresses referenced in that certain Master Subordination Agreement recorded on or about the date hereof. For any subsequent Lenders, the addresses (if any) provided in writing by such Lender to each party to this Agreement.

If to HUD, to: U.S. Department of Housing and Urban Development
Office of Public Housing
10 Causeway Street
Boston, MA 02222

All such notices and other communications will be deemed given on the date of personal or local courier delivery, delivery to overnight courier or express delivery service, or deposit in the United States Mail, and will be deemed to have been received (i) in the case of personal or local courier delivery, on the date of such delivery, (ii) in the case of delivery by overnight courier or express delivery service, on the date following dispatch, and (iii) in the case of mailing, on the date specified in the return receipt.

- 9.5 Further Assurances. Each party will execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Agreement.
- 9.6 Governing Law. This Agreement will be governed by the laws of The Commonwealth of Massachusetts. Inasmuch as the restrictions contained in this Agreement have been imposed to satisfy requirements of DHCD, they 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, such that the restrictions contained in this Agreement will not be limited in duration by any rule or operation of law, but rather will run for the full term of this Agreement. DHCD assents to the creation of the restrictions set forth in this Agreement, and declares them to be in the public interest and approved pursuant to the provisions of Section 32 of Chapter 184 of the Massachusetts General Laws.
- 9.7 No Personal Liability. No officer, director, shareholder, partner, member, employee, agent or other person authorized to act for or on behalf of either party will be personally liable for any obligation, express or implied, under this Agreement.
- 9.8 Modification and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties and subject (to the extent applicable) to compliance with M.G.L. c. 184 Sec. 32 and (to the extent required to comply with Public Housing Requirements or Additional Housing Requirements) with tenant participation provisions of 760 CMR 6.09. The failure of either party to insist in any one or more cases upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy in this Agreement contained will not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver of any provision of this Agreement will be deemed to have been made unless set forth in writing and signed by the waiving party.

- 9.9 Total Agreement and Severability. This instrument embodies the whole agreement of the parties with respect to the matters set forth in this Agreement. There are no promises, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement will supersede all previous communications, representation, or agreements, either verbal or written, between the parties. No party will be bound by representations made by any other party to any third party concerning matters set forth or not set forth in this Agreement, unless and to the extent such representations are incorporated in this Agreement or in any document, policy or agreement adopted by the parties in connection with this Agreement. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion will be deemed severed from this Agreement and the remaining parts will continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.
- 9.10 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed original, but all of which, together, will constitute one instrument.
- 9.11 Recording. Upon execution, a copy of this Agreement and any amendment of this Agreement shall be promptly recorded with the Middlesex County South District Registry of Deeds.

[SIGNATURES ON SEPARATE PAGE]

In witness whereof, the parties have duly executed this Agreement as a sealed instrument by their duly authorized signatories as of the date stated above.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: Deborah J. Goddard

Name: Deborah J. Goddard

Title: General Counsel

ACTON HOUSING AUTHORITY

By: Kelley Cronin

Name: Kelley Cronin

Title: Executive Director

AHA LLC

By: Acton Housing Authority, its Managing
Member

By: Kelley Cronin

Name: Kelley Cronin

Title: Executive Director

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 3rd day of August, 2012, before me, the undersigned notary public, personally appeared Joseph J. O'Leary as General Counsel on behalf of the Commonwealth of Massachusetts Department of Housing and Community Development proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [she/he] signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

CAROLYN DYMOND
Notary Public



Commonwealth of Massachusetts
My Commission Expires
January 19, 2018

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 15th day of August, 2012, before me, the undersigned notary public, personally appeared Kelley Cronin, Executive Director of the Acton Housing Authority proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

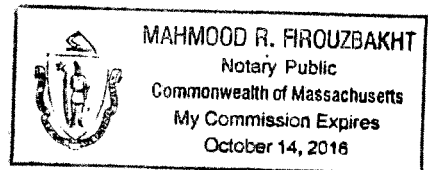


Exhibit A

I – LEASEHOLD:

A ground lease interest in a parcel of land located in the Commonwealth of Massachusetts, County of Middlesex, Town of Acton, situated northerly of Great Road and on the northerly end of Sachem Way, and is shown as "Ground Lease, 114,750± S.F. or 2.634± Ac." on "Ground Lease and Easement Plan, McCarthy Village II," by Precision Land Surveying, Inc. dated May 21, 2012, recorded with the Middlesex South Registry of Deeds as Plan 515 of 2012, more particularly bounded and described as follows:

Beginning at the most northerly corner thereof at a drillhole in a stone wall; thence running

S 59°56'27" E	23.67' to a point; thence turning and running
S 51°24'42" E	25.14' to a point; thence turning and running
S 55°12'25" E	47.41' to a drillhole; thence turning and running
S 04°07'26" W	179.08' to a point; thence turning and running
S 03°23'05" W	179.39' to a drillhole; thence turning and running
S 03°41'09" W	174.52' to a point, said last six courses being by a stone wall; thence turning and running
N 63°51'18" W	364.78' through land of the Acton Housing Authority, to a point; thence turning and running
N 33°15'28" E	90.52' to a point; thence turning and running
N 33°52'30" E	78.17' to a point; thence turning and running
N 33°07'01" E	88.87' to a point; thence turning and running
N 33°36'00" E	88.72' to a point; thence turning and running
N 32°45'13" E	103.21' to a point; thence turning and running
N 34°29'16" E	51.23' to a point; thence turning and running
N 43°31'29" E	10.69' to the POINT OF BEGINNING, said last seven courses being by a stone wall.

II – APPURTENANT RIGHTS:

Together with the benefit of the following:

1. Grant of Easement in favor of the Acton Housing Authority, to drain surface and subsurface water into a drain pipe, dated April 29, 1985, recorded in Book 16182, Page 213, as shown on Plan No. 608 of 1985 recorded therewith, in common with others entitled thereto.

2. Grant of Easement for access purposes, over Lot 1 on Plan No. 1040 of 1969 in Book 11746, Page End, and "Proposed Parcel 'A' " on Plan No. 609 of 1985, dated May 1, 1985, recorded May 24, 1985, in Book 16182, Page 215, in common with others entitled thereto.
3. Agreement and Grant of Easement between Acton Housing Authority, Nagog Development Company and North Acton Treatment Corp., dated February 23, 1984, recorded in Book 17516, Page 563; as affected by an Agreement for Additional Sewerage Capacity by and between Acton Housing Authority and North Acton Treatment Corp., dated March 29, 2012, recorded herewith, in common with others entitled thereto.
4. Access and Utility Easement II-4 contained in Ground Lease dated as of August 6, 2012, recorded herewith.

For Grantor's title, see Ground Lease with Acton Housing Authority, as Landlord, dated as of August 6, 2012, recorded herewith.