COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Elaine Davis
Chief Procurement Officer

SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

June 26, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

Barnstable County issued a Request for quotes for janitorial supplies used by the Facilities and the Town of Chilmark for the period of July 1, 2017 through June 30, 2018. Please award the bids to the following bidders as the responsive, responsible bidders offering the lowest prices as shown on the attached spreadsheet:

WB Mason
Veritiv Operating Company
ERC Wiping Products, Inc
Casey EMI

Thank you.

County Commissioners:

_____	_____	_____
Ronald R. Beaty, Jr.	Mary Pat Flynn	Leo Cakounes

_____
Date

BARNSTABLE COUNTY REQUEST FOR QUOTES				
CLEANING SUPPLIES				
Description	**Packaging**	**Vendor Item Number**	**Vendor**	**Price**
BOWL CLEANER: Acid Bowl Cleaner Brand: Reliable	CS/12 32 OZ.	VO1490	Veritiv	19.59
URINAL SCREENS: Brand: n/a	BX/12	BWK1001	WB Mason	8.54
AMMONIA Brand: Kik	4 GALLONS	19709365391	Veritiv	9.95
BLEACH Brand: n/a	CS/6 GALLONS	KIK11008635042	WB Mason	7.99
GLASS CLEANER WITH TRIGGER SPRAY on each Brand: Reliable	CS/12 - 32 OZ	VO1469	Veritiv	21.48
SCOURING POWDER, w/bleach Brand: Babo	CS/24 - 21 OZ.	CALICCP752088	WB Mason	16.05
HEAVY GLOVES: DISPOSABLE, Nitrile/Latex Free, Non - Powdered, Ambidextrous Brand: Tradex	BOX/1000		Veritiv	56.94/1000
MEDIUM		NMD5201		
LARGE		NLG5201		
EXTRA LARGE		NXL5201		
SPONGES, 2 X 41/2 X 7 Brand: n/a	CS/24 - 21 OZ.	BWKCS3	WB Mason	26.68
SCRUBBING SPONGES, cs/40 - , Heavy duty w/green scrubber, white sponge Brand: Reliable	CS/40	CALIADA3074	WB Mason	20.12
WIPERS, *Lint-Free, not on a roll* Brand: ERC	CS/280	HKW250CP	ERC	25.00/400
WIPING RAGS, All white, cotton knit Brand: Textile Waste Supply	cs/50#	3040BOX	Veritiv	48.27
FURNITURE POLISH Brand: Reliable	CS/12 - 18 OZ.	VOO482	Vertiv	29.74
ICE MELT, dry, magnesium chloride based flakes Brand: Kismerlinbag	PALLET	KISMERLINBIG	WB Mason	440.51
SANITARY NAPKINS Brand: n/a	CS/250	HOSMT4	WB Mason	21.65
DISINFECTANT SPRAY, Reliable	CS 12/15.5 OZ	416110	Veritiv	33.60

DISINFECTANT CLEANER, phosphate free, ph-neutral Brand: Crew	CS/12 - 32 OZ	SLD6373340	WB Mason	13.66
CARPET FRESHENER Brand: Reliable	CS/12 - 15 OZ	VOO478	Veritiv	29.60/case 18 oz
CARPET STAIN REMOVER, Brand: Reliable	CS/12 - 32 oz	VO1418	Veritiv	25.09
FLOOR FINISH, Buffable, High Speed Brand: Simoniz Wet Look	CS/4 - Gallons	CALISZC0750004	WB Mason	42.01
FLOOR STRIPPER Non-Ammoniated Brand: Simoniz No Scrub	CS/4 - Gallons	CALISZR3025004	Veritiv	26.52
FLOOR PADS, Round**,** For Stripping, Black, 20" Brand: n/a	CS/5	ACS7220	WB Mason	10.26
HIGH SPEED BUFFER PADS, Round, 20" ,Beige Brand: n/a	CS/5	ACS4220	WB Mason	10.26
MOPS, COTTON Looped end, wide band, 20 oz. Brand: n/a	EACH	WAVB5BM	Casey	3.58
Johnny Mops, Brush only Brand: Impact	BOX/1000	200	Veritiv	79.00
Wet Mop, Looped end, 28 oz, rayon, Brand: Impact	CASE/12	242-LRSW	Veritiv	57.28/12
TOILET TISSUE, **2-PLY**, Bleached, 500 Count/Minimum 20% post-consumer recycled content, Brand: Green Heritage	Width: Min. 4 7/16" Max. 9/16", Target: 4 1/2 Base Weight = 9.5#S **ENCLOSE ROLL**	ALM275	WB Mason	25.77/96
TOWELS, PAPER ROLLS, White, 85 sheets per roll, 100% Recycled Fiber, Minimum 40% post-consumer recycled content Brand: n/a	CS/30	CSD4073	WB Mason	16.21/63.75ft
TOILET SEAT COVERS Brand: n/a	CASE/5000	HOSDS5000CT	WB Mason	23.08/5000
PLASTIC LINERS 24 X 24 1M/6 Microns Clear	CS/1000 Not on a Roll	PLLBSN062424	Casey	15.65
PLASTIC LINERS 30 X 37 Heavy, 22 Microns Clear	CS/500	HERZ6037XNR01	WB Mason	29.75
Plastic Liners, 40 X 46, Black 2 ml.	CS/1000 Not on a Roll	PLLBTK4048XH	Casey	26.02
CLEANING PADS, disposable pads, removes dirt and grime, Mr. Clean or Equal	BOX/4	PGC82027	WB Mason	4.43

B A R N S T A B L E C O U N T Y
Resource Development and AmeriCorps Cape Cod
P.O. Box 427
Barnstable, MA 02630
Quan Tobey
(508) 375-6965 phone

DATE: June 26, 2017
TO: County Commissioners
FROM: Quan Tobey
SUBJECT: New Fund Memo for CISA HIP grant to CC Cooperative Extension

Barnstable County and the CC Cooperative Extension has received a new grant in the amount of $6,300.00 from the Community Involved in Sustaining Agriculture's (CISA) Healthy Incentives Program (HIP).
Please sign below so the Finance Department may establish a new fund for this grant. The Contract is attached for your reference. This funding is for Buy Fresh, Buy Local Cape Cod to participate in CISA's HIP by:

1. Serving as the on-the-ground resource for and liaison with HIP retailers,
2. Serving as the regional focal point and coordinator for retailer-related implementation activities,
3. Coordinating logistics for train-the-trainers sessions and facilitate vendor outreach meetings and retailer trainings,
4. Conducting market site visits and check-ins during the sales season, and
5. Serving as retailer working group coordinator.

Respectfully submitted,

Quan Tobey

Quan Tobey

Leo Cakounes County Commissioner	Mary Pat Flynn County Commissioner	Ron Beaty County Commissioner

_____
Date

Subcontract

This Subcontract will serve as a contractual agreement between Community Involved in Sustaining Agriculture (CISA) and Buy Fresh, Buy Local Cape Cod (BFBL-CC) (Subcontracting agency) for cooperation on CISA's subcontract with the MA Department of Transitional Assistance (DTA) per the DTA's USDA National Institute for Food and Agriculture (NIFA) Food Insecurity Nutrition Incentive (FINI) Grant CFDA Number: 10.331, Award Number: 2015-70018-23333. That Agreement between CISA and the DTA is attached herewith and incorporated into this Subcontract. This Subcontract covers the period of **September 1, 2016-March 31, 2020** (3 years and 7 months).

BFBL-CC Will:

- Serve as the on-the-ground resource for and liaison with HIP retailers in your geographic area, as detailed below; (Retailers for the purposes of this work are Farmers Markets, Farm Stands, CSAs, and Mobile markets.)

Regions	Counties	Lead on-the-ground Buy Local *= retailer working group coordinator
Region I – Southeast: Brockton, Fall River, Hyannis, New Bedford, Plymouth, Taunton	Nantucket	Sustainable Nantucket
	Dukes	Island Grown
	Barnstable	Buy Fresh, Buy Local Cape Cod
	Plymouth, Bristol, Norfolk	SEMAP*
Region II – Eastern: Dudley, Newmarket	Boston	City of Boston
Region III – Northeast: Chelsea, Lawrence, Lowell, Malden, North Shore	Essex and Middlesex	Northeast Harvest*
	Greater Boston Region	
Region IV – Central: Fitchburg, Framingham, Southbridge, Worcester	Greater Boston Region	
	Worcester	Central Mass Grown*
Region V – Western: Greenfield, Holyoke, Pittsfield, Springfield State, Springfield Liberty	Franklin Hampshire, Hampden	CISA*
	Berkshire	Berkshire Grown

- Serve as the regional focal point and coordinator for retailer-related implementation activities (outreach, education, training, recruitment) with statewide staff, i.e., CISA, Mass Farmers Markets, DTA, and MDAR; and
- Coordinate logistics with HIP statewide staff and partners for train-the-trainers sessions; facilitate vendor outreach meetings and retailer trainings; and meet directly with retailers in Worcester county as appropriate, to educate them about HIP;
- Conduct market site visits and/or check-ins during the sales season to provide additional on-the ground training and technical assistance to retailers and support HIP data collection, as appropriate;
- Serve as retailer working group coordinator, responsible for managing logistics of regional meetings or phone calls, etc., facilitate meetings, and share minutes back to committee and to statewide staff, i.e., CISA, Mass Farmers Markets, DTA, and MDAR.

BFBL-CC will engage in the activities listed above to support the following goals:

Regional Goals

- 10 retailers on board HIP in your region by the third year;
- Improved operations, record keeping and sustainability of EBT at existing and new SNAP retailers in your region; and
- Meaningful outreach to potential HIP/SNAP retailers in your region

Statewide Goals

- Improvement of SNAP systems at the 134 Farmers Markets now accepting SNAP;
- Establish HIP at least 40 farmers markets that currently do not accept SNAP;
- Establish HIP at 60 of the some 430 CSAs in Massachusetts; and
- Establish HIP at 115 Farm Stands in Massachusetts.

Community Involved in Sustaining Agriculture will:

- Act as Fiscal Agent for the Initiative;
- Provide materials, meeting content support, and
- Provide program and contract management services.

Financial Terms.

Subcontracting Agency will receive $6,300 over the contract period for participation in the project and provide $560 in in-kind matching monies (can be staff in-kind). Subcontracting Agency will maintain proper documentation for all agreement-related expenses.

Payment of the Approved Costs for Services performed in accordance with the terms of this Agreement shall be made upon receipt of invoice. In order to be eligible for payment, invoices shall list Approved Costs by category pursuant to this section, and include the Agency's address and taxpayer identification number in accordance with Internal Revenue Service requirements as well as appropriate documentation for reimbursable expenses.

All invoices submitted under this Agreement, must be received 7 days after the close of each quarter. The final invoice must be received by CISA no later than 7 days after the termination of this Agreement. Invoices shall be addressed to: CISA, 1 Sugarloaf Street, South Deerfield, MA 01373 or may be submitted via email to kelly@buylocalfood.org.

Reporting.

In administrative matters regarding the performance of the Services, Consultant shall report to:

Philip Korman, Executive Director
CISA
1 Sugarloaf Street, South Deerfield, MA 01373

In executing the Work for this project, Consultant shall report to Kelly Coleman, Program Director. Work shall be completed free from the direction and control of CISA.

Records.

CISA shall for three years after the final payment under this Agreement have access to any of Sub-contracting Agency's records related to this Agreement for the purpose of conducting audits. The period of access for records relating to
a) appeals under a dispute, b) litigation or settlement of claims arising from the performance of this Agreement, or c) costs and expenses of this Agreement to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions are disposed of.

Conflict of Interest.
Sub-contracting Agency affirms that, to the best of Sub-contracting Agency's knowledge, there exists no actual, potential, or appearance of conflict of interest between Sub-contracting Agency's family, business or financial interest and Sub-contracting Agency's performance of the Services. In the event of a challenge of Sub-contracting Agency's interests in the Services, Sub-contracting Agency shall raise with CISA any questions regarding possible conflict of interest with may arise as a result.

Assignment. The Sub-contracting Agency may not assign, transfer or subcontract any part of this Agreement, any interests herein or claims hereunder, without the prior written approval of CISA.

General Release. Sub-contracting Agency's acceptance of payment of the final invoice under this Agreement shall release CISA from all claims of the Sub-contracting Agency, and from all liability to the Sub-contracting Agency concerning this Agreement, except where such claims or liabilities arise from any negligent act, error or omission of CISA.

Changes. By mutual agreement, the Sub-contracting Agency and CISA may make changes to the Services and to the terms of the Agreement. Any such changes shall be in the form of a written amendment signed by the Sub-contracting Agency and an authorized contractual representative of CISA.

Indemnification. The Sub-contracting Agency agrees to indemnify CISA for liability for personal injury or property damage caused by negligent acts or omissions of the Sub-contracting Agency, its agents or employees, in the performance of the Services.

This agreement is effective as of 9/01/16.

Signed by duly authorized representatives of the parties:

	Community Involved in Sustaining Agriculture	Buy Fresh Buy Local Cape Cod
Signature		
Print Name	Philip Korman	John Yunits, Jr.
Title	Executive Director	County Administrator
Date	6-13-17	6-2-17

EIN 04-6001419

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

_____ _____
Signature of Authorized Official Date

_____ _____
Signature of Authorized Official Date

_____ _____
Signature of Authorized Official Date

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Barnstable County Commissioner-

_____ _____
Signature of Authorized Official Date

_____ _____
Signature of Authorized Official Date

_____ _____
Signature of Authorized Official Date

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [ ] New
- [x] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 06/26/2017

4. Applicant Identifier: DC-25-0217

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Barnstable County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 04-6001419

* c. Organizational DUNS: 0766124070000

d. Address:

* Street1: 3195 Main Street
Street2: P.O. Box 427
* City: Barnstable
County/Parish: Barnstable
* State: MA: Massachusetts
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 02630-0427

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.
* First Name: Michelle
Middle Name:
* Last Name: Springer
Suffix:

Title: HOME Program Manager

Organizational Affiliation:

* Telephone Number: 5087441224
Fax Number:

* Email: mspringer@barnstablecounty.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnership Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Annual HOME Allocation to create and preserve affordable housing for the region's low income households.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 9th
* b. Program/Project: 9th

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2017
* b. End Date: 06/30/2018

18. Estimated Funding ($):

* a. Federal	394,157.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	40,000.00
* g. TOTAL	434,157.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Leo

Middle Name:

* Last Name: Cakounes

Suffix:

* Title: Chair-Barnstable County Commissioners

* Telephone Number: 508-375-6648 Fax Number:

* Email: lcakounes@barnstablecounty.org

* Signature of Authorized Representative: * Date Signed:

AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

Fine Point Associates
PO Box 1242
Westford, MA 01886

THIS AGREEMENT, made this 5th day of July 2017 by and between FinePoint Associates (hereinafter referred to as Contractor), and Ron Beaty, Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued a Request for Proposals for a qualified contractor to work with County staff to provide monitoring to ensure affordable housing projects developed with Barnstable County HOME Consortium funds meet requirements of HUD's HOME Investment Partnership Program.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30B.

WHEREAS: The vendor is the responsive, responsible bidder offering the most advantageous proposal.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated May 22, 2017 and the Contractor's proposal dated June 4, 2017, incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin July 1, 2017 and continue until June 30, 2018 with the option to renew for one additional year.

4. Payment. The County shall compensate the Contractor for services provided under Section 2, Scope of Services, the prices submitted in the price proposal incorporated herein as Attachment B and as follows:

E Nickerson	$114.00
K. Joyce	$91.00
L. Tickle	$91.00

A 3% increase will be allowed as of April 1, 2018. Yearly costs are not to exceed $55,000.00

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an

invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written

consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District of Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal

governmental authority relating to the delivery of the services described in this Contract subject to section
18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contact, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent

permitted by law.

22. Waiver of Liability. The Contractor and the county hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 5th day of July in the year two thousand and seventeen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

_____
Ron Beaty

_____
Leo Cakounes

_____
Mary Pat Flynn

_____
Date

FOR THE CONTRACTOR:

_____

_____
Date

COUNTY OF BARNSTABLE

PURCHASING
DEPARTMENT OF FINANCE

Elaine Davis
Chief Procurement Officer

SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edav@barnstablecounty.org

REQUEST FOR PROPOSALS

Barnstable County, through its Chief Procurement Officer and on behalf of the Department of Human Services, seeks a qualified contractor to work with County staff to provide monitoring to ensure affordable housing projects developed with Barnstable County HOME Consortium funds meet the requirements of HUD's HOME Investment Partnership Program.

Proposals will be received at the Superior Court House, Office of the County Commissioners, Purchasing Department, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, on or before June 6, 2017 at 11:00AM. No exceptions will be allowed.

Specifications may be obtained from the Barnstable County Purchasing Department, Superior Court House, P.O. Box 427, Barnstable, Massachusetts 02630.

NOTE: One original and four (4) copies of each proposal shall be submitted. NO faxed submissions will be accepted.

Consistent with Chapter 30B of MA General Laws, proposers must submit separate price and technical (non-price) proposals. Sealed envelopes containing proposals shall be clearly marked **"ATTENTION: Department of Human Services, HOME Monitoring, Non-Price Proposal" and "ATTENTION: Department of Human Services, HOME Monitoring, Cost Proposal.**

The County of Barnstable reserves the right to accept or reject any or all proposals, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

All submissions for this project are subject to the provisions of Massachusetts General Laws, Chapter 30B as amended.

The County of Barnstable fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Dated at Barnstable, Massachusetts, this 22nd Day of May, Two Thousand and Sixteen.

Elaine Davis
Chief Procurement Officer

REQUEST FOR PROPOSALS
BARNSTABLE COUNTY DEPARTMENT OF HUMAN SERVICES
WORK PLAN COORDINATION

Barnstable County, through its Chief Procurement Office and on behalf of the Department of Human Services, seeks a qualified consultant to work with County staff to provide monitoring to ensure affordable housing projects developed with Barnstable County HOME Consortium funds meet the requirements of HUD's HOME Investment Partnership Program.

Barnstable County reserves the right to cancel this RFP at any time until the proposals are opened and to reject any or all proposals if its Chief Procurement Officer determines that such action is in the best interests of Barnstable County.

Barnstable County is equal employment/Americans with Disabilities Act (ADA) employer.

CONTRACT TERMS AND CONDITIONS

If awarded the contract, the proposer will be expected to execute a contract which will incorporate the substantive provisions of this bid document, along with the approved proposal submitted by the selected proposer. The term of this contract will be from execution of contract through June 30, 2018, with the option to renew for one additional year at the sole discretion of the County Commissioners. If the Commissioners choose to exercise the option to renew, the term of the renewal will be July 1, 2018 through June 30, 2019. Awarding of contract is contingent upon appropriation.

PURPOSE AND SCOPE OF WORK

Background

Barnstable County Department of Human Services is seeking a qualified consultant to work with County staff to provide monitoring for the purpose of ensuring affordable housing projects developed with Barnstable County HOME Consortium funds meet the requirements of HUD's HOME Investment Partnership Program. The Consortium, under the direction of the County as representative member wishes to engage a qualified entity to provide compliance and annual monitoring of HOME funded programs.

Scope of Services

On behalf of Barnstable County HOME Consortium, the Consultant will be responsible for:

1. Scheduling and providing annual monitoring of selected HOME Consortium projects for compliance with HOME Program regulations.

2. Initial monitoring of all new HOME rental developments.

3. Conducting monitoring that is consistent with the Barnstable County HOME Consortium Rental Development and Project Monitoring Policies, Annual Approval of Rents, Income Eligibility Verification Policy, and other applicable policies. Found in Attachment B.

4. Coordinating HQS inspections.

5. Providing written monitoring reports detailing findings and any required course of action.

6. Attending meetings with County Staff and HOME consortium as requested by the HOME Program Manager.

7. Knowledge of current HUD HOME regulations and requirements.

MINIMUM QUALIFICATIONS

Proposals must satisfy the following minimum criteria to be considered:

1. Resume (s)
2. Participation in monitoring at least 5 HOME funded projects within the last 3 years;
3. Demonstrated understanding of HOME Program regulations and requirements;
4. Minimum of three references;
5. Sample monitoring report from a HOME funded project.

SUBMISSION REQUIREMENTS

1. Consistent with the requirements of state procurement regulations under MGL Chapter 30B, proposers must submit separate price and technical (i.e. non-price) proposals.

2. **Non-Price Proposal Requirements.** Under a sealed cover – clearly marked "ATTENTION: Department of Human Services, HOME Monitoring, Non-Price Proposal" – the proposer shall submit the following:

    a. A statement describing the background and experience of applicant with respect to work on HOME projects, with an emphasis on the qualifications and experience listed above. (Maximum 2 pages.)

b. Written statements from at least three references who can attest to the extent of the proposers experience with HOME program regulations and requirements.

c. A statement by the applicant that the technical and cost proposals are made in good faith and that the applicant is in compliance with all applicable state tax laws. (Use Form in Attachment A.)

d. A statement by the applicant that all requirements of the cost proposal (see below) have been met and have been submitted under separate sealed cover.

3. **Cost Proposal Requirements.** Under separate sealed cover – clearly marked "ATTENTION: Department of Human Services, HOME Monitoring, Cost Proposal" – the proposal shall submit the following:

   a. A statement of costs per type of monitoring (e.g. desk review for annual rents and income verification for rental developments, on-site monitoring; and coordination of HQS) as outlined in the Scope of Services/Non-Price Proposal Requirements. Such statement shall not exceed a total of $ 55,000.00.

   b. A statement identifying any costs not included.

4. Certifications and Signatures. When a signature is required in execution of a certification or in any other instance, it must be the handwritten signature of the individual authorized to execute the contract, and, if applicable, the corporate seal must be affixed. Proposal "signed" in a way other than described here will be considered non-responsive.

5. Interpretation of Request for Proposals. No oral interpretations will be made to any proposer as to the meaning of any requirements specified within this Request for Proposal. Every request for such interpretation shall be made in writing and addressed to the attention of:

   Elaine Davis
   Chief Procurement Officer
   Barnstable County
   P.O. Box 427
   Barnstable, MA 02630
   FAX: 508.362.0290
   edav@barnstablecounty.org

Faxed or emailed requests for interpretation will be accepted, although no request for interpretation shall be accepted after June 30, 2019. Responses will be sent to all vendors on record as having requested proposal documents either by email or fax.

6. Deadline for Submission. Complete submittal of the separate Department of Human Services Non-Price proposal and Cost proposals shall be received by the County no later than 11:00 am on June 6, 2017.

7. Address for Proposal Submissions / Number of Copies. Proposers shall include one original and four (4) copies of each proposal to:

   Barnstable County Commissioners
   Superior Court House
   P.O. Box 427
   Barnstable, MA 02630
   "ATTENTION: Department of Human Services Proposal"

8. Proposal Corrections, Modifications, and Withdrawals. Prior to the date of the opening of the Department of Human Services proposals, proposers may correct, modify, or withdraw their proposals. Any correction or modification must be submitted in writing in sealed envelopes, clearly marked to indicate the same number of copies as the original submission. Requests for withdrawals must also be in writing. All proposals and cost amounts will be considered firm and may not be withdrawn for a period of sixty (60) days from the date of the proposal opening unless stated otherwise.

Rule for Award: The contarct will be awarded to the responsive, responsible bidder offering the most advantageous proposal taking into consideration price and qualifications.

PROPOSAL EVALUATION PROCESS – NO RESPONSE REQUIRED

1. Deadline for County's Acceptance of a Proposal. The maximum time for proposal acceptance by the County is sixty days after the bid opening. All bid prices must be held for this time period. The time for award may be extended for up to 45 additional days by agreement between Barnstable County and the bidder judged to be offering the most advantageous proposal.

2. Screening Proposals for compliance with Submission Requirements and Minimum Evaluation Criteria. Utilizing the proposal submission requirements and the minimum criteria incorporated herein, the Evaluation Committee, to be designated by the Department of Human Services and the Chief Procurement Officer, shall screen proposals as to their responsiveness, and identify those which are responsive. Any proposal which, in the opinion of the Evaluation Committee, fails to include the information or documentation specified in the submission requirements shall be determined to be non-responsive and shall be rejected. Any proposer who fails to meet any of the standards set forth as minimum criteria shall be determined to be non-responsive and shall be eliminated from the competition.

3. Interviews. The County reserves the right to interview finalists.

4. Minor Informalities. The Evaluation committee shall waive minor informalities as defined by Chapter 30B, or allow the proposer to correct them.

5. Use of the Comparative Evaluation Criteria. The remaining proposals shall be evaluated using the comparative evaluation criteria incorporated herein. Each proposal shall be assigned: a) a separate rating for each comparative evaluation criterion; and b) a composite rating. Proposal ratings and accompanying written explanations shall be forwarded to the Chief Procurement Officer.

6. Methodology for Determining Best Price. Taking into consideration price and the evaluations of the Evaluation Committee, the Chief Procurement Officer shall determine the most advantageous proposal. Award of the contract is subject to the approval of the Barnstable County Commissioners.

SELECTION CRITERIA

Minimum Evaluation Criteria

1. Submission of all required documentation.
2. Demonstration of the applicant's experience and related background.

3. Submission of references addressing proposer's experience working on projects comparable in scope, completion of work in a timely manner, and level of supervision required.

Comparative Evaluation Criteria

1) Extent of Experience with HOME Program:
   i) *Highly Advantageous:* The applicant has three or more years' experience with monitoring 5 or more HOME projects. The proposer has a highly qualified company and/or team and has demonstrated excellent understanding of HOME Program regulations and requirements. Work samples are of outstanding quality.
   ii) *Advantageous:* The applicant has at least three years' experience with monitoring HOME projects. The proposer has a qualified company and/or team and has demonstrated adequate or sufficient understanding of HOME Program regulations and requirements. Work samples are of good quality.
   iii) *Not advantageous:* The applicant has less than three years' experience with monitoring HOME projects. The proposer has an unqualified company and/or team and has demonstrated inadequate or insufficient understanding of HOME Program regulations and requirements. Work samples are of poor quality.

1) Demonstrated ability to complete high quality projects on a timely basis:
   i) *Highly Advantageous:* The applicant provided three (3) or more references that indicate previous projects similar in scope were completed with satisfaction, on schedule, and with minimal supervision.
   ii) *Advantageous*: The applicant provided less than three (3) references that indicate previous projects similar in scope were completed with satisfaction, on schedule, and with minimal supervision.
   iii) *Not advantageous:* The applicant provided no references or references submitted indicate that previous projects were rarely completed on schedule, were unsatisfactory, and/or the proposer required significant direction and supervision to complete project tasks.

ATTACHMENT A

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: _____

Address: _____

_____

Signature of Individual Signing
Bid, or Corporate Officer: _____

Telephone Number: _____

Social Security Number
Or Federal Identification Number: _____

Date: _____

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to MGL Chapter 30B.

AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

THIS AGREEMENT, made this day of 2017 by and between XXXXXXX (hereinafter referred to as Contractor), Leo Cakounes, Mary Pat Flynn, and Ronald R. Beaty as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued a Request for Proposals for a qualified contractor to provide on behalf of the Barnstable County HOME Program. monitoring to ensure affordable housing projects developed with Barnstable County HOME Consortium funds meet the requirements of HUD's HOME Investment Partnership Program.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30B.

WHEREAS: The vendor is the responsive, responsible bidder offering the most advantageous proposal.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Request for Proposals dated XXXXXX and the Contractor's bid dated XXXXXX incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin XXXXXXX *with an option to renew for one year periods.*

4. Payment. The Towns/County shall compensate the Contractor for services provided under Scope of Services XXXXXXX. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§ (1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or

degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail, as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and

covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, if the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred because of a violation of this section. If the Contractor receives federal funds pursuant to this Contact, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced fully permitted by law.

22. Waiver of Liability. The Contractor and the county hereby covenant and agree to waive all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

IN WITNESS, WHEREOF, the County and Contractor have executed this Agreement this _____ day of in the year two thousand and seventeen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

_____

_____

_____

_____

Date

FOR THE CONTRACTOR:

_____

FinePoint Associates LLC

Elaine K. Nickerson
Post Office Box 1242, Westford, MA 01886
617-543-2204 Elaine@FinePointAssociates.com

June 4, 2017

Ms. Elaine Davis
Chief Procurement Officer
Barnstable County
3195 Main Street
Barnstable, Massachusetts 02630

Dear Ms. Davis and Selection Committee Members:

FinePoint Associates, LLC is pleased to submit a response to the County's RFP for HOME Monitoring Services.

The Contract Manager will be Ms. Elaine K. Nickerson. She has extensive and longstanding experience working with housing and community development programs. Laurie Tickle and Kate Joyce will participate in the contract as well.

FinePoint Associates, LLC is a certified woman-owned business. Established as a firm in 2007, FinePoint staff has considerable experience working with government agencies, providing services in the areas of compliance monitoring, research and evaluation, training and technical assistance.

The attached proposal outlines, in detail, FinePoint Associates, LLC's approach to the work, our experience and the proposed cost, separately. We are confident that FinePoint Associates, LLC's role in monitoring HOME Investment Partnerships Program Projects will benefit both the Consortium and your awardees.

Please feel free to contact me with any questions.

Sincerely,

Elaine K. Nickerson
Partner
FinePoint Associates, LLC

Enclosure

NON-PRICE PROPOSAL

a. A statement describing the background and experience of applicant with respect to work on HOME projects, with a particular emphasis on the qualifications and experience listed above. (Maximum 2 pages.)

I. HOME Monitoring Services for Barnstable County HOME Consortium

The RFP states that the Barnstable County HOME Consortium ("The Consortium") is seeking a qualified consultant to work with County staff to provide monitoring to ensure affordable housing projects developed with Barnstable County HOME Consortium funds meet the requirements of HUD's HOME Investment Partnership Program.

FinePoint Associates, LLC ("FinePoint") is prepared to meet all the elements described in the RFP in the most efficient and cost-effective manner due to our expertise in the HOME Rule in general and due to our several years' experience monitoring for compliance with HOME Rule, in particular.

FinePoint, is a certified Massachusetts woman-owned business, established in 2007. FinePoint is positioned to provide a range of housing and economic development services to public and private clients. We offer services in housing program monitoring, research consulting, technical assistance, training, program evaluations, feasibility and marketing analysis, and real estate development.

Staff experience of twenty-five years in all the areas noted above together with practical experience in affordable housing benefits our clients. Of particular importance to this proposed work is staff experience in HOME Rule monitoring, property management, affordable housing development, and non-profit housing management. Together with our experience in municipal and urban planning, our team's practical expertise benefits our clients by providing a perspective that most consulting firms do not have.

The firm's Affordable Housing Division's consulting services can be summarized in three categories:

1. Housing Program Monitoring

FinePoint staff has specialized in monitoring for compliance with affordable housing funding sources for more than twenty years. As program monitor, the FinePoint Affordable Housing Division approaches projects with the intent of providing technical assistance as needed. This fosters a better understanding of the often complex rules of all funding sources and the HOME Rule, especially. We have found that property owners and managers often face complex issues when trying to comply with the rules of various funding sources in any given project. In particular, smaller projects with a combination of HOME funds and other local sources often have technical assistance needs that are well served by FinePoint's teaching approach.

2. Training and Technical Assistance Services

FinePoint staff has extensive experience in training for-profit, non-profit, and governmental agencies, and other providers of affordable housing, especially practitioners of the HOME Program, as well as the Commonwealth of Massachusetts' Bond Fund Programs. We have also developed curricula and manuals for HUD, other states in addition to the Commonwealth of Massachusetts and localities and conducted training in property management, homeowner association management, financial management, and resident and facilities management.

FinePoint staff has provided technical assistance to the same groups in tenant selection and management systems, affirmative marketing, fair housing, income eligibility determination and documentation, asset management and other program and administrative procedures.

b. Written statements from at least three references who can attest to the extent of the proposers experience with HOME program regulations and requirements.

References

Commonwealth of Massachusetts
DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT
Charles D. Baker, Governor ◆ Karyn E. Polito, Lt. Governor ◆ Chrystal Kornegay, Undersecretary

June 2, 2017

Barnstable County
HOME Consortium

RE: FinePoint Associates LLC

To whom it may concern:

FinePoint Associates LLC, under the direction of Elaine Nickerson, has served as the Commonwealth of Massachusetts HOME compliance monitoring agent since 2007. Before that, Ms. Nickerson had worked with our division's HOME staff under a previous employer since 1996. The FinePoint team has completed work on schedule and with minimal supervision. As appropriate, Ms. Nickerson collaborates with DHCD to ensure that new HOME requirements, guidance or initiatives are incorporated into the compliance related reviews and technical assistance.

The work provided by FinePoint, includes:

- Annual compliance monitoring of DHCD-funded HOME sites for conformance with HUD HOME Rules and DHCD-specific guidelines. In the past year, HOME monitoring included 334 sites throughout the Commonwealth. Monitoring takes the primary form of:
    - Desk reviews
    - On-site file reviews
    - Site inspections
- Technical Assistance on all HOME-related compliance issues for site staff and owners throughout the Commonwealth and collaboration with DHCD in the interpretation of HUD HOME rules
- Provision of at least two annual training sessions on DHCD HOME and DHCD Bond Fund compliance
- Davis-Bacon monitoring
- Administration of the annual HOME rent approval process

We have a strong working relationship with Ms. Nickerson and her staff, who share our values with regard to the importance of providing user-friendly HOME technical assistance to support necessary ongoing compliance of our HOME portfolio.

Please feel free to contact me at 617.573.1322 if you need additional information.

Sincerely,

Catherine Racer
Associate Director

Setti D. Warren
Mayor

City of Newton, Massachusetts

Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

Telephone
(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
(617) 796-1089
www.newtonma.gov

Barney Heath
Director

June 6, 2016

To Whom it May Concern:

FinePoint Associates LLC, under the direction of Elaine Nickerson, has served as the West Metro HOME Consortium HOME Monitoring Agent since 2009. As lead in this contract, Elaine, and her staff have completed the work on schedule and with minimal supervision. The work provided by FinePoint includes;

- monitoring member communities for their compliance with annual project and program compliance monitoring,
- provide guidance on all HOME related compliance issues for all the communities and Newton, the lead community,
- occasional training for our member communities on subjects related to HOME,
- all HOME underwriting and pre-development project feasibility reviews.
    - FinePoint conducts pre-development feasibility consultation with member communities and prepares underwriting reviews for all projects in the West Metro HOME Consortium. Some of this work is conducted by Elmwood Homes, as a sub-contractor for FinePoint.

As the WestMetro HOME Consortium Administrator I have been very pleased with the work of Elaine Nickerson and FinePoint Associates. She is very responsive, responding to questions promptly and conducting all underwriting in a timely manner. Please feel free to contact me should you have any further questions (telephone, 617-796-1145 or email, evalenta@newtonma.gov).

Sincerely,

Liz Valenta

Liz Valenta
West Metro HOME Consortium Administrator

FIRST RESOURCE
COMPANIES

www.firstresourcecompanies.com

2001 Washington Street
Hanover Massachusetts 02339
Voice: (781) 659 0025
Facsimile: (781) 659-0026

June 6, 2016

RE: Reference for FinePoint Associates

To Whom It May Concern:

FinePoint Associates LLC, under the direction of Elaine Nickerson, has served as the DHCD HOME Monitoring Agent for as long as I have been with First Resource Companies.

As Vice President of Operations for First Resource Companies, I oversee the company's rental portfolio and my staff are subject to HOME Compliance monitoring by FinePoint Associates all year long. FinePoint has been extremely helpful in the work they perform for the DHCD as a technical assistance resource for my property management staff, as well as myself. FinePoint has combined a teaching approach to monitoring that has allowed our staff to better understand the HOME Rule and, in turn, better implement the program in our sites.

If you require any additional information, please feel free to contact me at 781-659-0025 or via email at: cweber@frmc1.com.

Sincerely,

Catherine Weber
Vice President, Operations

c. A statement by the applicant that the technical and cost proposals are made in good faith and that the applicant is in compliance with all applicable state tax laws. (Use Form in Attachment A.)

ATTACHMENT A

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: Fine Point Associates LLC

Address: PO Box 1242

Westfield MA 01086

Signature of Individual Signing Bid, or Corporate Officer: Eileen K. Nelson

Telephone Number: 617 523 2204

Social Security Number Or Federal Identification Number: 33 1161150

Date: June 4, 2017

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to MGL Chapter 30B.

d.	A statement by the applicant that all requirements of the cost proposal (see below) have been met and have been submitted under separate sealed cover.

All requirements of the Cost Proposal have been met and have been submitted under separate, sealed cover.

Resumes

Elaine King Nickerson
FinePoint Associates, LLC
PO Box 1242 Westford, Massachusetts, 01886 / 617-543-2204

PROFESSIONAL SUMMARY

Elaine Nickerson has provided consulting in housing through technical assistance and training, management assessments, program/rule monitoring and evaluations for non-profit and for-profit companies, towns and cities in the US and abroad in Ukraine and Russia.

As Senior Manager of housing program compliance monitoring from 1997-2007, Ms. Nickerson has offered her expertise in variety of areas including; income eligibility determination and documentation, fair housing, affirmative marketing, housing lotteries, relocation, waitlist management, tenant selection and management plans, U.S. Department of Housing and Urban Development's Housing Quality Standards (HQS), M/WBE outreach and Section 3. In addition she is experienced in construction management and financial management including budgeting and asset management.

Ms. Nickerson is a founding Member of FinePoint Associates, LLC. FinePoint Associates LLC was established in May, 2007 . The firm's partners and staff work in the areas of Economic Development and Affordable Housing. Ms. Nickerson and Ms. Peg Barringer are the Managing Partners.

Ms. Nickerson is an experienced analyst, project manager and administrator having managed several multi-year consulting contracts for a variety of clients for over $1million. Ms. Nickerson has managed as many as 25 staff members in scattered offices.

Selected experience and qualifications are organized into the following categories:

- Housing Program Compliance
- Technical Assistance and Training
- Research
- Management
- Education
- Employment History

SELECTED EXPERIENCE: HOUSING PROGRAM COMPLIANCE

HOME Rule Monitoring, Barnstable County HOME Consortium, Barnstable, MA.
Monitored participants in the HOME Rule (24CFR Part 92) to ensure requirements of the rule are met. Provided technical assistance to participant in the implementation of the HOME Rule. Ms. Nickerson is contract manager. (since July 2017)

and the Department of Mental Retardation are often contributors of grants or loans. (7 years)

Massachusetts HOME Recipient Workshops, Massachusetts Dept. of Housing and Community Development.
Assisted project director in administering the delivery of workshops for HOME recipients to assist them in designing and administering HOME-funded programs and projects.

New York HOME Recipient Workshop State of New York Division of Housing and Community Renewal
Assisted project director in administering the delivery of quarterly workshops for HOME recipients to assist them in designing and administering HOME-funded programs and projects. Performed logistic arrangements for workshops and completed necessary progress reports for client.

SELECTED EXPERIENCE: RESEARCH

Evaluation of the HOME Program, Urban Institute and U.S. HUD
Participated in the evaluation of the HOME Program in three phases of data collection. On-site and telephone collection focused on local administrative practices, owners and beneficiaries.

HOME Reference Manual, Massachusetts Dept. of Housing and Community Development
Assisted in the development of a reference manual to be distributed to all Massachusetts HOME Recipients and Awardees. Included the compilation of all pertinent rules, regulations, memos and other documents concerning the HOME Program for a Manual as well as implementation of modifications to the manual as requested by potential users.

Community Development Block Grant (CDBG) Program Evaluation U.S. HUD with the Urban Institute
Assisted with the collection of data to evaluate the CDBG program from its inception. Responsible for eight of 14 sites, including logistical arrangements, telephone and on-site interviews with CD staff, local officials and major subrecipients, and data analysis.

SELECTED EXPERIENCE: MANAGEMENT

Comprehensive Management Assessments.
For six private management companies, managing public housing for the Puerto Rico Public Housing Authority, conducted comprehensive management assessment of operations and developed management recommendation. Responsible for assessment of 3 of the 6 companies, including on-site interviews with property staff, tenants and with the central office staff and administrators.

Director of Condominium Management, OKM Associates
As Director of Condominium Management Ms. Nickerson was responsible for overseeing the management of OKM's condominium portfolio. Responsible for the supervision of the division and its staff. Initiated, supervised, coordinated and followed through on a variety of projects and responsibilities which ran concurrent with one another. Developed, implemented and evaluated management procedures and policies. Oversaw, and coordinated staff training and educational programs. Marketed OKM's property management services.

Property Manager, OKM Associates, Inc.

Kathleen Joyce, CPM®, C²P®
FinePoint Associates, LLC
PO Box 1242 Westford, Massachusetts, 01886

PROFESSIONAL SUMMARY

Senior Compliance Analyst 2014-present
FinePoint Associates, LLC

- Monitor affordable housing projects for compliance with the HOME Final Rule (24 CFR Part 92) and maintain tracking system for risk analysis, on behalf of the Barnstable County HOME Consortium (July 2017 – present)
- Monitor affordable housing projects for compliance with the HOME Final Rule (24 CFR Part 92) and State Bond Funded programs on behalf of the Commonwealth of Massachusetts' Department of Housing and Community Development (DHCD) (2013-Present)
    - Conduct monitoring site visits to determine compliance with the HOME Program
    - Collaborate with Partners on matters relating to Low Income Housing Tax Credit (LIHTC), Project Based 8 and 202, HOME, HSF, HIF, FCF Housing Management
    - Evaluate tenant eligibility and income verification completed by the managing agent (HUD's Part 5 (Section 8)) and all other aspects of compliance elements
    - Physically inspect properties with respect to HUD's Property Standards
    - Generate reports summarizing compliance issues
    - Provide technical assistance to agencies and managers managing affordable housing projects with federal funds
    - Create forms, guides and various monitoring tools to assist recipients
    - Maintain database and tracking systems

PROFESSIONAL WORK PRIOR TO FINEPOINT: Senior Property Manager 2012-2014
Beacon Communities LLC

- Responsible for a large affordable community of 967 units with over 66 acres of land.
- Managed the day to day operations of the property and supervised a staff of 30.
- Directly responsible for relocation of 42 Households under the Uniform Relocation Act as well as coordination of an office relocation.

Regional Director, Trinity acquired Cornu in March 2012

- Responsible for a portfolio of 12 properties with 1,300+units and 125K+square feet of commercial space.
- Residential properties included LIHTC, Section 8 & 236 , HOME , HOPE VI .
- Responsible for all facets of operations including financial, physical, reporting, staffing and personnel.

CORNU MANAGEMENT COMPANY, INC, Boston, MA 1992-2012

Laurie Tickle
FinePoint Associates, LLC
PO Box 1242 Westford, Massachusetts, 01886 / 617-548-7640

PROFESSIONAL SUMMARY

Senior Compliance Analyst

- Monitor affordable housing projects for compliance with the HOME Final Rule (24 CFR Part 92) on behalf of the Barnstable County HOME Consortium (July 2017 – present)
- Monitor affordable housing projects for compliance with the HOME Final Rule (24 CFR Part 92) and State Bond Funded programs on behalf of the Commonwealth of Massachusetts' Department of Housing and Community Development (DHCD) (2013- Present)
    - Conduct on-site monitoring and site inspections of State HOME and Bond funded rental developments.
    - Provide compliance reports to DHCD for each property.
    - Evaluate annual HOME rent approval submissions.
    - Provide technical assistance to participants in the implementation of the HOME Program Rule and State Bond Fund program regulations.
    - Designs and deliver training sessions throughout the Commonwealth.
- Underwrite and provide Subsidy Layering reviews for WestMetro HOME Consortium HOME projects. (2013-Present)

PROFESSIONAL WORK PRIOR TO FINEPOINT
Massachusetts Department of Housing and Community Development (DHCD), Boston, Massachusetts, 1999-2009

Consultant, August 2009-December 2009

- Underwrote and scored financing applications for federal and state housing development resources.
- Prepared and reported summary of findings to DHCD program staff and management.
- Updated guidelines and terms and conditions for federal and state housing development resources.

Director, Low-Income Housing Tax Credits Program, August 2005-March 2008

- Administrator of the state's $12.5M annual allocation of Federal 9% Low-Income Housing Tax Credits and $4M annual allocation of Massachusetts Low-Income Housing Tax Credit.
- Coordinated the allocation of Federal 4% Low Income Housing Tax Credits on a rolling basis in conjunction with the issuance of Private Activity Volume Cap from MassHousing and MassDevelopment.
- Managed program staff. Conducted weekly staff meetings. Prepared employee performance evaluations. Hired and trained new program staff.

Sample Monitoring letter

BARNSTABLE COUNTY HOME CONSORTIUM
DEPARTMENT OF HUMAN SERVICES
Post Office Box 427, 3195 Main St., Barnstable, Massachusetts 02630
www.bchumanservices.net

Office (508) 375-6628 Fax (508) 362-0290

Michelle Springer, Program Manager
mspringer@barnstablecounty.org

May 19, 2017

Mr. Tim Buhler
Orleans Housing Authority
94 Hopkins Way
Orleans, MA 02653
(email: tbuhler1@gmail.com)

RE: Compliance Monitoring of Eastham Duplexes, Eastham

Dear Mr. Buhler:

On April 13, 2017, Kate Joyce of FinePoint Associates, LLC, on behalf of the HOME program performed the monitoring by touring the site and visiting the management office. During the monitoring visit, we review information to ensure compliance with program regulations covering several topics, including: household income verification and eligibility, rent levels, tenant selection, equal opportunity, fair housing, and the marketing of units. In addition, we review the financial management of the site.

Based on the site visit and file review, we have determined that Eastham Duplexes was in substantial compliance with the HOME program requirements during the review period. However, we have included requirements for improved compliance with the HOME program. Enclosed you will find a summary of the key areas included in the monitoring review.

We appreciate the cooperation of you and your staff during the monitoring process. If you have any questions, please contact Ms. Michelle Springer at Barnstable County, at: 508-744-1224.

Sincerely,

Michelle Springer

Barnstable County HOME Consortium
Barnstable County

Enclosure

could not produce copies. There did not appear to be any violation of fair housing rules. Management maintains an open waiting list, selecting applicants on a first-come, first-served basis. Management listed the property on the MassAccess Housing Registry.

Management had a written conflict of interest policy for applicants who are related to and/or affiliated with the owner, management and their affiliates. Management reported that there have been no related parties as residents or applicants for the HOME-assisted units.

Requirement: *Management must establish, in writing, and submit to Ms. Elaine Nickerson, FinePoint Associates, elaine@FinePointAssociates.com the following:*

- *an Affirmative Fair Housing Marketing Plan; and*
- *a Tenant Selection Plan.*

Once approved, the new policies must be implemented immediately.

B. Project Review

1. Project Information

The staff reported no changes in the number and unit distribution of the HOME - assisted units. There are eight (8) total units at the site.

The bedroom size distribution per the Affordable Housing Restriction was met and is as follows:

	Number of Units	Bedroom size distribution requirement
HOME	8	4 – one-bedroom 4 – two-bedroom

The property did not include units accessible to persons with mobility or sensory disabilities. Although the property was not required to include accessible units due to the level of rehabilitation, the property remains obligated to comply with all other applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act. These requirements include the prohibition to discriminate based on disability, and; all multifamily rental projects must establish policies for program accessibility. Management was reminded that, in the case of a household requesting a reasonable accommodation for accessible features, the alterations to the units must, to maximum extent feasible. be completed on behalf of the household.

On the day of the visit, there was one (1) vacant unit (12.5% vacancy rate); according to management, this is unusually high for the property.

Our tour of the property indicated that it was in good condition and that there were effective maintenance procedures in place.

FinePoint Associates LLC

Elaine K. Nickerson
Post Office Box 1242, Westford, MA 01886
617-543-2204 Elaine@FinePointAssociates.com

June 4, 2017

Ms. Elaine Davis
Chief Procurement Officer
Barnstable County
3195 Main Street
Barnstable, Massachusetts 02630

Dear Ms. Davis and Selection Committee Members:

Having reviewed the accomplishments FinePoint Associates LLC has made in our first year as the monitoring agent for the Consortium, we are happy to report that we feel confident we can provide the services you require, and continue to be under budget.

Since the start of our contract approximately a year ago, we have completed forty four (44) site monitoring visits and reports. In addition to the visits and reports, we have conducted annual rent approvals as required by HOME. Although we have not been asked to attend meetings with County Staff and HOME consortium, we have been and are willing to do so.

Aside from the meetings with County Staff and HOME Consortium, we have completed all other elements listed in the Scope of Services in RFP. Our billings for this work is well under budget at $15,382 as of May 31, 2017.

Now, with several month's experience, we can estimate our hours more accurately and see the benefits of combining DHCD work with Consortium work wherever possible.

I look forward to hearing from you, and am ready to answer any questions you may have.

Sincerely,

Elaine K. Nickerson
Partner
FinePoint Associates, LLC

Enclosure

Cost Proposal.

Cost Proposal

a. A statement of costs per type of monitoring (e.g. desk review for annual rents and income verification for rental developments, on-site monitoring; and coordination of HQS) as outlined in the Scope of Services/Non-Price Proposal Requirements. Such statement shall not exceed a total of $ 55,000.00.

Cost Proposal

b. A statement identifying any costs not included.

FinePoint has included all anticipated costs in our estimated cost proposal.

FinePoint Associates LLC
Price Proposal for Barnstable County
HOME Monitoring

2017-2018

Staff	Hourly Rates*
E. Nickerson	$114.00
K. Joyce	$91.00
L. Tickle	$91.00

Estimating 8 hours per site, at these new rates, we will be able to complete 70 site visits and all the other elements of the Scope of Services on behalf of the Consortium within your $55,000 budget.

We estimate the cost for 70 sites at 8 hours per site to be approximately $52,892.00.

Should fewer visits be required, then our billings will be less.
Also, if there are fewer visits to sites with DHCD HOME funds that allow for the combining of our work for both clients, the cost per visit could increase.

Please note- as of April 1, 2018 our rates increase by 3%

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Elaine Davis
Chief Procurement Officer

SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

June 15, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

Barnstable County issued a Request for Proposals for a qualified contractor to work with County staff to provide monitoring to ensure affordable housing projects developed with Barnstable County HOME Consortium funds meet the requirements of HUD"s HOME Investment Partnership Program. One proposal was received from Fine Point Associates LLC. The review committee, made up of Beth Albert, Director of Human services and Michelle Springer, Program Manager, HOME Program rated the proposal as Highly Advantageous.

The term of the contract is for July 1, 2017 through June 30, 2018 with the option to renew for one additional year. The hourly rates for staff time are:

E Nickerson	$114.00
K. Joyce	$91.00
L. Tickle	$91.00

As of April 1, 2018, there will be a 3% increase. The total cost for this project is not to exceed $55,000.00 in the first year.

Please vote to award the contract for Monitoring of the HOME consortium Program to Fine Point Associates, LLC as the responsive, responsible bidder offering a highly advantageous proposal.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

06/21/17
Date

HOME INVESTMENT PARTNERSHIPS PROGRAM

LOAN AGREEMENT

This Loan Agreement (this "Agreement") is made and entered into as of the ___ day of July, 2017 by and between BARNSTABLE COUNTY, a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners, with a mailing address at Barnstable County Department of Human Services, P.O. Box 427, 3195 Main Street, Barnstable, MA 02630 (the "Lender") and CANAL BLUFFS P3 PRESERVATION ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership, having an address at 40 Court Street, Suite 700, Boston, MA 02108 (the "Borrower").

SECTION 1. RECITALS

The Lender has agreed to loan TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 ($250,000.00) to the Borrower under the HOME Investment Partnerships Program (the "HOME Program") subject to the conditions and covenants set forth herein.

SECTION 2. AGREEMENT

The Lender and the Borrower, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this Agreement regarding acquisition/construction loan financing for the Project, as hereinafter defined, and the Lender agrees to make the Loan to the Borrower upon and subject to all the conditions, terms, covenants and agreements herein set forth.

SECTION 3. DEFINITIONS

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

Affordable Housing Restriction:	That certain Affordable Housing Restriction of even date herewith granted by the Borrower to the Lender and others in connection with the Loan governing the affordability of the Project, executed as of the date hereof and recorded with the Barnstable County Registry of Deeds and/or the Barnstable County Registry District of the Land Court, as applicable.

Eligible Project Costs:	The categories of costs set forth in the Borrower's funding application dated February 25, 2016, as amended from time to time by mutual agreement of the Borrower and the Lender, a copy of which is attached hereto as Exhibit E.
Equal Priority Financing:	The loan to the Borrower of approximately $700,000 from MassHousing; the loan to the Borrower of approximately $550,000.00 from the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development HOME Program; the loan to the Borrower of approximately $1,000,000 from the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, G.L. c. 121D; the loan to the Borrower of approximately $318,000 from the Community Economic Development Assistance Corporation under the Community Based Housing Program, and this Loan.
Ground Lease:	That certain ground lease relating to the Property entered into by and between the Borrower, as lessee, and HAC LLC, as lessor, dated _____, 2017, which has been recorded with the Barnstable County Registry of Deeds in Book _____ at Page ____.
HUD:	The United States Department of Housing and Urban Development.
Loan:	The loan of $250,000 to the Borrower by the Lender pursuant to this Agreement, to be used by Borrower for costs of the Project as set forth in the Project Budget.
Loan Documents:	(i) the Note; (ii) the Mortgage; (iii) this Agreement; (iv) the Affordable Housing Restriction; and (v) all other documents evidencing and/or securing the indebtedness evidenced by the Note.
Mortgage:	That certain Leasehold Mortgage and Security Agreement of even date herewith from the Borrower to the Lender granting the Lender a leasehold mortgage on the Mortgaged Property, recorded with the Barnstable County Registry of Deeds and/or the Barnstable County Registry District of the Land Court, as applicable.

Mortgaged Property:	The land, together with all the buildings and improvements thereon, together with the Collateral (as defined in the Mortgage), situated at 102 Harmony Hill Drive, Bourne, Massachusetts, more fully described on Exhibit A attached hereto.
Note:	That certain Promissory Note of even date herewith made by the Borrower in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00), payable to the order of the Lender.
Permitted Encumbrances:	Any encumbrances enumerated on the mortgagee title insurance policy issued to the lender providing the Senior Financing, as well as all of the documents to be recorded in connection with the Equal Priority Financing, and the Senior Financing and the Subordinate Construction Financing.
Plans and Specifications:	The Plans and Specifications describing the construction of the Project, more fully described on Exhibit B attached hereto. Any revision of the Plans and Specifications hereafter approved in writing by Lender, which approval shall not be unreasonably withheld, shall be deemed to be included in Exhibit B upon approval without further action by either party. Notwithstanding the foregoing, Lender's approval shall not be required for changes to the Plans and Specifications anticipated to increase the cost of the Project by less than $25,000 ("Minor Changes") until such time as Minor Changes have been made that in the aggregate are anticipated to increase the cost of the Project by at least $200,000.
Project:	The construction of one or more buildings located at the property known as and located at 102 Harmony Hill Drive, Bourne, Massachusetts (the "Property") to provide 44 units of housing, including 35 affordable housing units. Eleven (11) of the units will be considered HOME assisted floating rental housing units: Not less than three (3) units shall be for households whose incomes are no higher than 50% of area median income. Up to eight (8) of the units shall be households whose incomes are no higher than 60% of the area median income.

Project Budget:	The budget for the Project describing in detail the work items included in the Project and the cost of each work item, a copy of which is attached hereto as Exhibit C. Any revision of the Project Budget hereafter approved in writing by Lender, which approval shall not be unreasonably withheld, shall be deemed to be included in Exhibit C upon approval without further action by either party. Notwithstanding the foregoing, reallocations of line items that do not exceed the lesser of $25,000 or 20% of the line item being reduced shall be permitted without the Lender's prior approval.
Project Schedule:	The schedule for the construction of the Project set forth in Exhibit D attached hereto. Any revision of the Project Schedule hereafter approved in writing by Lender, which approval shall not be unreasonably withheld, shall be deemed to be included in Exhibit D upon approval without further action by either party.
Regulations:	The regulations relating to the HOME Program promulgated by HUD at 24 CFR Part 92 as the same may be amended from time to time.
Senior Financing:	Collectively, (i) the construction loan to the Borrower of approximately $7,680,000 from Rockland Trust Company and (ii) the permanent loan to the Borrower of approximately $3,391,000 from Massachusetts Housing Finance Agency.
Subordinate Construction Financing:	The construction loan to the Borrower of approximately $1,907,809 from Tax Credit Investor.
Subordinate Construction Loan Agreement:	That certain Loan, Pledge and Security Agreement dated as of even date herewith and evidencing the Subordinate Construction Financing.
Tax Credit Investor:	Boston Capital Corporate Tax Credit Fund XLIII, A Limited Partnership, a Massachusetts limited partnership, and its permitted successors and assigns.

SECTION 4. CONDITIONS PRECEDENT

4.1 The obligation of the Lender to make the Loan is subject to the following conditions precedent:

(A) The Borrower shall have and maintain good and marketable leasehold title to the Mortgaged Property pursuant to the Ground Lease, and the Borrower shall maintain full possession thereof free and clear of all liens and encumbrances except for the Permitted Encumbrances.

(B) The Borrower shall duly execute or cause to be duly executed by the parties thereto, and have the originals or copies, at Lender's option, of the following documents delivered to the Lender:

(a) The Note;

(b) The Mortgage;

(c) The Affordable Housing Restriction;

(d) This Agreement;

(e) The following documents as may be required and approved by the Lender: written opinions of the Borrower's counsel, or evidence satisfactory to Lender in lieu of opinions of counsel, as to (1) the existence and authority of the Borrower and due execution and enforceability of the documents to be executed by the Borrower in connection with the Loan, and (2) the compliance of the Project with applicable building, zoning, subdivision, licensing, rent control, historic preservation, environmental, planning land use, HOME Regulations, and sanitation laws and regulations; and

(f) Such other documentation and/or due diligence information as may be required by Lender, including, without limitation, a UCC Financing Statement granting to the Lender a security interest in and to all improvements, fixtures and equipment now or hereafter located on or used in connection with the Mortgaged Property and all rents, issues, benefits and profits arising from the foregoing and all fixtures, machinery, equipment, furniture, furnishings, goods, chattel and other articles of personal property now or at any time hereafter attached to or used in any way in connection with the Mortgaged Property or intended for such use, whether or not so attached, and whether not owned or hereafter acquired; all cash and non-cash proceeds from the foregoing; and all general intangibles, contract rights and profits and all books of account and records pertaining to, or arising out of the operation of the Mortgaged Property (collectively, the "Personal Property").

4.2 The obligation of the Lender to advance the proceeds under the Loan for construction of the Project is subject to the following conditions precedent:

(A) Inspection of the Mortgaged Property by a representative of the Lender and approval by the Lender of the Plans and Specification for the Project;

(B) Approval by the Lender of the Project Budget, which budget shall contain detailed breakdowns of the cost of the work by tasks and trades, and the Project Schedule;

(C) Approval by Lender of the Contractor for the Project (the "Contractor") selected by the Borrower. The Borrower must provide a detailed explanation if the proposed Contractor is other than the low bidder.

(D) Execution of a construction contract between the Borrower and the Contractor, satisfactory to the Lender;

(E) Execution of a contract between the Borrower and the architect for the Project (the "Architect"), reasonably satisfactory to the Lender;

(F) Approval of the Plans and Specifications for the Project by all local, state, and federal authorities having jurisdiction over the work;

(G) Issuance of a building permit with respect to the Project; and

(H) The certification by the Borrower to the Lender that all representations and warranties contained herein continue to be true in all material respects, and there is no Event of Default under this Agreement, the Note, the Mortgage, the Ground Lease or any loan document executed in connection with the Senior Financing or the Equal Priority Financing.

As of the date of this Agreement, Lender has approved items (A) through (E) above. Without at any time waiving any of the Lender's rights hereunder, the Lender shall have the right to make advances hereunder without the satisfaction of each and every condition precedent set forth in this Agreement, including, without limitation, in this Section 4.2 and Section 4.3 below, to the Lender's obligation to make any such advance, and the Borrower agrees to accept such advance as the Lender may elect to make. The making of any advance hereunder shall not constitute an approval or acceptance by the Lender of any work on the Project theretofore completed.

4.3 Advances of the first two hundred twenty-five thousand dollars ($225,000) of the proceeds of the Loan are to be made by the Lender in installments under the following conditions:

(A) At least ten (10) business days before the date on which an advance is requested to be made, the Borrower shall give notice to the Lender specifying the total advance which will be desired. Such notice shall consist of a detailed request describing the completed items of work and shall be accompanied by copies of bills, invoices or other satisfactory documentation

of expenses incurred or owing for costs included in the Project Budget in an amount equal to the amount of the requested advance, including, without limitation, receipted bills paid by the Borrower covered by the prior advances. The request shall also be accompanied by lien releases or lien bonds in recordable form executed by the Contractor and all subcontractors waiving any and all lien rights which any of them may have with respect to all work performed or materials supplied to date in connection with the Mortgaged Property other than that reflected in the current requests for payment. Upon approval of a requested advance and satisfaction of all conditions set forth below, the Lender shall make the requested advance in the form of a check payable to the Borrower, which check shall be forwarded by the Lender to the Borrower.

(B) Requisitions for construction costs must be submitted on an AIA G702 and/or AIA G703 form; and the Lender may require either an authorization from the Borrower's primary construction lender to confirm these costs or, if the Lender determines it to be necessary, a certification by a construction inspector reasonably acceptable to Lender that the construction work is acceptable and consistent with the Project Budget and the approved Plans and Specifications. The Borrower shall be responsible for the reasonable costs incurred by Lender with respect to such construction inspector. Lender may require as a condition of any advance that Borrower submit satisfactory evidence that (i) all funds which have been previously advanced under the Project Budget to the Borrower have been expended in accordance with the Project Budget and (ii) the unadvanced portion of the Loan together with the unadvanced funds of all other funding sources shown in the Project Budget are sufficient to pay all costs for the completion of the Project in accordance with the approved Plans and Specifications.

(C) Prior to funding of an interim requisition, the Lender shall have the right to cause the Project to be inspected by a representative of the Lender to verify that the work items described in the request have been actually completed in accordance with the approved Plans and Specifications.

(D) Prior to the funding of the final requisition, the Lender may require either a final inspection by a construction professional satisfactory to the Borrower's primary construction lender confirming that the construction work was performed in a good and workmanlike manner and is consistent with the Project Budget and the approved Plans and Specifications, or the Lender may require such certification by a construction inspector reasonably acceptable to the Lender. The Borrower shall be responsible for the reasonable costs incurred by Lender with respect to such construction inspector. In either case, such final inspection shall include verification that (i) the Mortgaged Property is in compliance with the Housing Quality Standards (24 CFR § 882.109), the HUD lead paint poisoning prevention regulations (24 CFR, Subtitle A, Part 35) and with all applicable building, zoning and sanitation ordinances, regulations and laws, (ii) all work has been completed in accordance with the approved Plans and Specifications, as they may be amended pursuant to Section 6.1 hereof, (iii) all necessary occupancy permits have been obtained, and (iv) all guarantees and warranties are in place.

(E) Loan proceeds shall be disbursed only for Eligible Project Costs.

(F) Requests for advances shall not be made by the Borrower until the funds are needed for payment of costs included in the Project Budget and the amount of each request shall

be limited to the amount needed. The Lender shall withhold the amount of retainage set forth in sub-part (D) of this Section 4.3 from all advances until final completion of the Project.

(G) If requested by Lender, issuance to the Lender of a mortgagee title insurance policy and/or an endorsement to the Lender's mortgagee title insurance policy at the time of each advance, satisfactory in form and substance to the Lender, re-dating the policy to the date that the then current advance will be made, and increasing the coverage afforded by such policy so that the same shall constitute insurance of the lien of the Mortgage in an amount equal to the aggregate amount advanced under this Agreement as of the date that the then current advance is made available to the Borrower.

(H) Any request for advance hereunder shall automatically constitute a representation by the Borrower that all representations and warranties contained therein are true in all material respects, and no Event of Default has occurred under this Agreement, the Note or the Mortgage, the Ground Lease, or any loan document executed in connection with the Senior Financing or the Equal Priority Financing.

4.4 Advances of the remaining twenty five thousand dollars ($25,000.00) of the proceeds of the Loan are to be made by the Lender in installments under the following additional conditions:

(A) Twelve thousand five hundred dollars ($12,500) shall be disbursed upon the satisfaction of the conditions set forth in section 4.3 (D) above; and

(B) Twelve thousand five hundred dollars ($12,500.00) shall be disbursed upon the receipt by the Lender of a HOME program completion report.

SECTION 5. REPRESENTATIONS, WARRANTIES S OF THE BORROWER

The Borrower represents and warrants to the Lender that:

5.1 The Borrower is a limited partnership, duly organized and validly existing in accordance with and in good standing under the laws of Massachusetts.

5.2 The Borrower has the requisite power and authority to own the Project and to carry on business as now being conducted and as contemplated under this Agreement;

5.3 The Borrower has the requisite power to execute and perform this Agreement and has the power to borrow and to execute, deliver and perform under all other Loan Documents;

5.4 The Borrower has good and clear record and marketable leasehold title to the Mortgaged Property pursuant to the Ground Lease, subject only to the Permitted Encumbrances and the mortgages granted in connection with the Senior Financing, and the Equal Priority Financing and the Subordinate Construction Financing;

5.5 The execution and performance by the Borrower of the terms and provisions of this Agreement and all other Loan Documents have been duly authorized by all requisite action

required to be taken by the Borrower, will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which the Borrower is a party or by which it is bound, and will not be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, other than the Mortgage and the Permitted Encumbrances;

5.6 The Financial data, reports and other information furnished to Lender by the Borrower are accurate and complete and fairly present the financial position of the Borrower.

5.7 There has been no material adverse change in the condition, financial or otherwise, of the Borrower since the date of the most recent financial statement referred in Section 5.6;

5.8 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 Borrower, threatened against or affecting the Borrower which, if adversely determined, would have a material adverse effect on the business, operations, properties (including the Mortgaged Property), assets or condition, financial or otherwise of the Borrower;

5.9 The Borrower has obtained or will cause to be obtained all necessary governmental permits for the Project; and the dwellings on the Mortgaged Property after completion of the Project will comply with all applicable building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, architectural access, lead paint removal, HOME Program Regulations, and all applicable environmental protection ordinances, regulations or laws;

5.10 There are no defaults or sets of facts which, with the passage of time or otherwise, would constitute a default (i) under any agreements by and between the Borrower and the lenders providing the Senior Financing or the Equal Priority Financing, (ii) under the Ground Lease; (iii) under this Agreement or any other Loan Documents, (iv) or under the organizational documents of the Borrower; and

5.11 The proceeds of the Senior Financing, the Equal Priority Financing, the Subordinate Construction Financing, and any other sources of funds disclosed by the Borrower to the Lender provide sufficient funds to complete and operate the Project in accordance with the provisions and requirements of this Agreement.

5.12 No persons are being displaced by the construction of the Project.

Each of the foregoing representations, warranties and covenants shall survive the making of the Loan and any advance of funds pursuant thereto and the Borrower shall indemnify and hold harmless the Lender from and against loss, expense, or liability directly or indirectly resulting from the breach thereof, including, without limitation, costs of defending or settling any claim arising therefrom against the Lender.

SECTION 6. BORROWER'S COVENANTS

During the term of the Loan, the Borrower agrees that it shall comply with all of the terms and conditions of the Loan Documents and the Regulations and that it shall:

6.1 Commence and diligently and continuously continue construction of the Project in a timely manner and in accordance with the Project Schedule and the Project Budget, and substantially in accordance with the Plans and Specifications.

6.2 Construct the Project in compliance with all applicable laws, regulations, codes and ordinances, the effective energy conservation and effectiveness standards in 24 C.F.R. Part 39 (or successor regulations) and HUD's lead paint poisoning prevention regulations, 24 CFR, Subtitle A, Part 35, or any successor regulations. The Borrower shall notify the Lender when the Project is complete. Such notice shall contain certifications or documentation as necessary to establish the following:

(i) certificates of occupancy have been issued for all units in the Project;

(ii) a certificate has been executed by the architect for the Project stating that the Mortgaged Property complies with (a) all applicable laws, codes, ordinances and regulations and (b) the housing quality standards referred to in Section 6.2 below; and

(iii) all funds advanced hereunder were expended for Eligible Project Costs.

6.3 Construct the Project in conformance with the housing quality standards set forth in the regulations of HUD at 24 C.F.R. §882.109, or any successor regulations.

6.4 Take all steps to operate the Project in accordance with the Regulations and the provisions of the Mortgage and the other Loan Documents.

6.5 Continuously comply with (i) all applicable building, fire, licensing, health, sanitation, historic preservation, environmental protection, rent control, land-use, subdivision and zoning ordinances and regulations promulgated by any national, state or local governmental body, agency or division having jurisdiction over the Mortgaged Property, (ii) the organizational documents of the Borrower, and (iii) all restrictions or other encumbrances affecting title to the Mortgaged Property. The Borrower agrees to comply with the applicable requirements of the national and local boards of the fire underwriters and to furnish the Lender such evidence thereof as the Lender may reasonably require.

6.6 Keep proper and separate books of account and make, or cause to be made, full and true entries of all dealings and transactions of every kind relating to the Mortgaged Property, which books and records will be open to inspection by the Lender, its agents and representatives at all reasonable times and upon reasonable notice at the Mortgaged Property or at the Borrower's principal office within the Commonwealth of Massachusetts.

6.7 Furnish the Lender with such reports, financial statements, records and other information relating to the financial condition or operations of the Borrower and the construction and operation of the Project, as the Lender may reasonably require, including, but not limited to, (i) annual audited financial statements of the Borrower (to be delivered to the Lender within one hundred twenty (120) days of the end of Borrower's fiscal year), (ii) annual reports required under the terms of the Affordable Housing Restriction, and (iii) such other reports to show that the Project is being built and operated consistently with this Agreement, the organizational documents of the Borrower, the Regulations, and the other Loan Documents.

6.8 The Borrower, realizing that the Lender may from time to time be required to undertake auditing procedures in order to comply with the Regulations, agrees to cooperate fully with an audit survey of the Project if so requested.

6.9 Perform all its obligations and agreements under the loan documents executed in connection with the Senior Financing, and the Equal Priority Financing, the Subordinate Construction Financing, the organizational documents of the Borrower, and any other agreements or instruments to which the Borrower is a party and which relate to the Loan or to the Project. The Borrower shall give notice to the Lender of any notices received by it from any lender providing the Senior Financing, or the Equal Priority Financing or the Subordinate Construction Financing relative to any default or delinquency under the Senior Financing, or the Equal Priority Financing or the Subordinate Construction Financing. The Borrower shall not increase the amount of, amend, terminate, renew, extend or refinance the Senior Financing, or the Equal Priority Financing or the Subordinate Construction Financing, without the prior written consent of the Lender, which consent shall not be unreasonably withheld.

6.10 Indemnify, exonerate and hold harmless the Lender from any and all liability, loss, cost, damage or expense in connection with the Loan or the Loan Documents, including reasonable attorney's fees, which the Lender may or shall incur after an Event of Default has occurred hereunder, except to the extent of Lender's gross negligence or willful misconduct.

6.11 Promptly before they expire, renew all licenses or other permits required for operation of the Project, and provide copies of the same within ten (10) days of receipt to the Lender.

6.12 From and after completion of the Project, provide and operate thirty five (35) affordable rental housing units on the Mortgaged Property to be used in accordance with the affordability restrictions set forth in the Affordable Housing Restriction.

6.13 Carry out each activity provided for in this Agreement and in the other Loan Documents in compliance with all applicable federal laws and regulations described in 24 CFR § 92.350 (equal opportunity and fair housing), §92.351 (affirmative marketing), §92.353 (displacement, relocation, and acquisition), §92.357 (debarment and suspension) and §92.358 (flood insurance).

6.14 Use Loan proceeds solely for Eligible Project Costs included and ensure that the proceeds of the Loan will not be reloaned or assigned to any party and will not be used for any purpose prohibited by the Loan Documents or the Regulations.

6.15 Upon request and subject to zoning or other land use regulation, permit a sign to be erected on the Mortgaged Property at a location selected by the Lender indicating that the Mortgaged Property are being financed in part by HOME funds.

6.16 Not amend or modify the Borrower's organizational documents without the Lender's prior written consent other than as contemplated in the Subordinate Construction Loan Agreement or as required in connection with a transfer of beneficial limited partnership interests as contemplated in the Borrower's First Amended and Restated Agreement of Limited Partnership.

6.17 Until completion of the Project, cause to be maintained in full force and effect a policy or policies of builder's risk completed value insurance with fire, earthquake and extended coverage, public liability insurance and worker's compensation insurance, all in such form and in such amounts as the Lender shall from time to time require.

6.18 Not materially modify, amend or terminate the Ground Lease without the prior written consent of Lender. Borrower shall comply with all of its obligations under the Ground Lease. In addition, the Borrower shall give notice to the Lender of any notices received by it from the lessor under the Ground Lease relative to any default or delinquency under such Lease.

SECTION 7. EVENTS OF DEFAULT

The Borrower shall be deemed to be in default under this Agreement upon the occurrence of any one or more of the following events (each, an "Event of Default"):

7.1 The Borrower assigns this Agreement or any money advanced hereunder or any interest herein or if any interest of the Borrower in the Mortgaged Property is terminated, sold, conveyed, or otherwise transferred, without the prior written consent of the Lender (excluding the replacement of equipment by the Borrower).

7.2 Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or the Loan shall prove to be false in any material respect as of the date given.

7.3 The Borrower fails to pay the principal of, or fees or interest on, the Note or any other indebtedness of the Borrower under the Loan Documents after the same shall become due and payable and such failure continues beyond the date which is ten (10) days after written demand is made therefor by the Lender.

7.4 The Borrower defaults in the due observance or performance of any other covenant, condition or agreement to be observed or performed by the Borrower pursuant to the terms of any of the Loan Documents and such default remains uncured thirty (30) days after written notice thereof is given by the Lender to the Borrower; provided, however, that if the

curing of such default cannot reasonably be accomplished with due diligence within said period of thirty (30) days, then the Borrower shall have such additional reasonable period of time to cure such default as may be necessary, not to exceed an additional ninety (90) days, so long as: (i) the Borrower shall have commenced to cure such default within said thirty (30) day period and diligently prosecutes such cure thereafter to completion and (ii) the Lender does not reasonably deem the Mortgaged Property jeopardized by such further delay.

7.5 The Borrower shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of the Mortgaged Property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, or (iv) be adjudicated a bankrupt or insolvent (however such insolvency may be evidenced).

7.6 Any proceeding involving the Borrower is commenced by or against the Borrower under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted no Event of Default shall be deemed to have occurred hereunder unless the Borrower either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within sixty (60) days.

7.7 An order, judgment or decree is entered, without the application, approval or consent of the Borrower, by any court of competent jurisdiction approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of the Borrower or all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days.

7.8 Any change in the legal form of, or the beneficial interest in the Borrower or either of its participants, its general partner, or the termination or dissolution of the Borrower, except as may be provided for in the Subordinate Construction Financing Agreement or the constituent organizational documents of the Borrower.

7.9 Any judgment, warrant, writ of attachment, or any similar process (in an amount exceeding $50,000, or, if more than one action, when added together all such actions exceed $50,000) is issued or filed against the Borrower or against property or assets of the same, and is not vacated, bonded or stayed or satisfied within sixty (60) days.

7.10 Failure on the part of the Borrower, continuing beyond any applicable grace and/or cure period, in the due observance or performance of any other covenant, condition or agreement to be observed or performed pursuant to the loan documents executed in connection with the Senior Financing, the Equal Priority Financing, or any other mortgage note or any documents or instruments now or hereafter existing entered into by the Borrower and secured by the Mortgaged Property.

7.11 Default on the part of the Borrower, continuing beyond any applicable grace period, in the due observance or performance of any other covenant, condition or agreement to be observed or performed pursuant to the Ground Lease.

Notwithstanding anything to the contrary contained herein, the Borrower's special limited partner, Tax Credit Investor or its designee(s) shall have the same right as Borrower to cure any default prior to its becoming an Event of Default hereunder or under any of the other Loan Documents, provided that such cure right shall be coterminous with Borrower's cure right.

Further, transfer of beneficial interests as contemplated in the Borrower's Amended and Restated Agreement of Limited Partnership, shall be permitted without the consent of the Lender and shall not constitute an Event of Default under this Agreement or the Loan Documents.

SECTION 8. RIGHTS ON DEFAULT

Upon the occurrence of any one or more of the Events of Default enumerated in the foregoing Section 7, and at any time thereafter, then:

8.1 The Lender may declare all indebtedness due under the Note and any and all other indebtedness of the Borrower to the Lender due under the other Loan Documents or otherwise to be due and payable forthwith, whether or not the indebtedness evidenced by the Note or the other Loan Documents shall be otherwise due and payable and whether or not the Lender shall have initiated any foreclosure or other action for the enforcement pursuant to the provisions of the Loan Documents, whereupon all indebtedness due under the Note and the other Loan Documents and any other such indebtedness shall become forthwith due and payable, both as to principal and interest, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower.

8.2 For the purposes of carrying out the provisions and exercising the rights, powers and privileges granted by this Section 8, the Borrower hereby irrevocably constitutes and appoints the Lender its true and lawful attorney-in-fact with full power of substitution, to execute, acknowledge and deliver any instruments and to perform any acts which are referred to in this Section 8, in the name and on behalf of the Borrower. The power vested in said attorney-in-fact is, and shall be deemed to be, coupled with an interest and irrevocable.

8.3 Upon the occurrence of any of said Events of Default, the rights, powers and privileges provided in this Section 8 and all other remedies available to the Lender under this Agreement or under any of the other Loan Documents or at law or in equity, may be exercised by the Lender, including but not limited to the commencement of foreclosure proceedings under the Mortgage, the right to cure Borrower's defaults as more fully set forth in the Mortgage or the commencement of an action seeking specific performance under any Loan Documents, whether or not the indebtedness evidenced and secured by the Loan Documents or otherwise shall be due and payable, and whether or not the Lender shall have instituted any foreclosure proceedings or other action for the enforcement of its rights under any of the Loan Documents. Failure of the Lender to exercise any rights or remedies at any time shall not constitute a waiver of any of the rights or remedies of the Lender.

SECTION 9. MISCELLANEOUS

9.1 The Borrower shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the Lender in each instance. Any assignee or purported assignee shall be bound by all the terms of the assigned documents.

9.2 Any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in below. Either party may change the address(es) to which notices are to be sent to such party by giving written notice of such change of address to the other party in the manner herein provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, on the day on which mailed. Lender shall use reasonable efforts to send courtesy copies of all notices sent to Borrower to Borrower's counsel and Borrower'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:

If to Borrower:

CANAL BLUFFS P3 PRESERVATION ASSOCIATES LIMITED PARTNERSHIP
40 Court Street, Suite 700
Boston, MA 02108

With courtesy copies to:

Wataru Matsuyasu
Klein Hornig LLP
101 Arch Street, Suite 1101
Boston, MA 02110

Boston Capital Corporate Tax Credit Fund XLIII, A Limited Partnership
c/o Boston Capital Partners
One Boston Place, 21st Floor
Boston, MA 02108
Attn: Asset Management (Canal Bluffs III)

Holland & Knight LLP
10 St. James Avenue, 11th Floor
Boston, MA 02116
Attn: Douglas W. Clapp, Esq.

If to Lender:

Barnstable County
HOME Program Manager

Department of Human Services
P.O. Box 427
3195 Main Street
Barnstable, MA 02630

With a courtesy copy to:

Michael Dutton
Law Office of Michael M. Dutton, PC
30 Cairn Ridge Road
E. Falmouth, MA

9.3 The Loan Documents shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

9.4 No modification or waiver of any provision of the Loan Documents, nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of the Lender in exercising any right, power or privilege hereunder or under the Note or the Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.5 This Agreement and all covenants, agreements, representations and warranties made herein shall survive the making by the Lender of the Loan and the execution and delivery to the Lender of the Loan Documents, and the completion of the Project, and shall continue in full force and effect so long as the Note is outstanding and unpaid. This Agreement shall inure to the benefit of and be binding on the successors and assigns of the Lender and the permitted successors and assigns of the Borrower.

9.6 All Exhibits referred to in this Agreement are by such references fully incorporated herein.

9.7 The Lender agrees that the Borrower's partners, officers, directors and employees shall not be personally liable for any amounts due hereunder or under the Loan Documents or for any deficiency which may arise upon foreclosure of the Mortgage or the liquidation of other collateral given to secure the Note; provided that this provision shall not diminish in any way the powers of the Lender to foreclose the Mortgage and to exercise its other rights under the Loan Documents and at law in the event of a default; and provided further that Borrower shall be personally liable to the Lender to the same extent as it would have been liable absent the foregoing for fraud or willful misrepresentation or for the retention of any rental or other sums with respect to the Premises described in the Mortgage received at any time after the earlier of (i) the acceleration of this Note or (ii) a failure or default by the Borrower under any of the Loan Documents which is not cured before the lapse of any applicable notice or cure period; provided

that notice of any such acceleration or default shall have been provided to Borrower in accordance with Section 9.2 of this Agreement.

IN WITNESS WHEREOF, the Lender and the Borrower have each duly executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of them (acting by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first above written.

In the Presence of:

_____

Witness
Name:

CANAL BLUFFS P3 PRESERVATION ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership

By: Canal Bluffs P3 LLC, a Massachusetts, limited liability company, its general partner

By: Preservation of Affordable Housing, Inc., an Illinois nonprofit corporation, its managing member

By:_____
Name:
Title:

In the presence of:

Lender: BARNSTABLE COUNTY
(Acting by and through its County Commissioners)

_____
Witness
Name:

By: _____
Name: Leo G. Cakounes
Title: County Commissioner, Chair

By: _____
Name: Mary Pat Flynn
Title: County Commissioner

By: _____
Name: Ronald R. Beaty
Title: County Commissioner

Exhibit A

PROPERTY DESCRIPTION

(Property Address: 102 Harmony Hill Drive, Bourne, Massachusetts)

MassDocs

LENDER ADVISOR AGREEMENT

This Lender Advisor Agreement (this "Agreement"), is made and entered into as of the _____ day of July, 2017, among Newbanks, Inc., with an address at 614 Nashua Street, #215, Milford, New Hampshire 03055-4917, (the "Advisor"), Rockland Trust Company with an address at 288 Union Street, Rockland, Massachusetts 02370 (the "Construction Lender"), Barnstable County, with an address 3195 Main Street, P.O. Box 427, Barnstable, Massachusetts 02630 (the "County"); The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development (the "Agent"), acting on its own behalf and as agent for the following lenders: The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by its administrator Massachusetts Housing Finance Agency and the Community Economic Development Assistance Corporation (collectively with the Agent, the "MassDocs Lenders") (collectively with the Construction Lender, and the County the "Financing Parties"), and Canal Bluffs P3 Preservation Associates Limited Partnership with an address at c/o Preservation of Affordable Housing, Inc., 40 Court Street, Suite 700, Boston, Massachusetts 02108 (the "Borrower").

BACKGROUND

A. The Construction Lender has issued a commitment to provide construction and/or permanent financing for a project known as Canal Bluffs Phase III located at 102 Harmony Hill Drive, Bourne, Massachusetts (the "Project");

B. The other Financing Parties have also issued commitments to provide construction and/or permanent financing for the Project;

C. The Financing Parties are desirous of receiving a construction cost review and progress reports as to the status and quality of the construction by the Borrower, its contractors, agents and employees on the Project; and

D. The Advisor offers cost review and construction observation services.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements as hereinafter set forth, it is mutually covenanted and agreed by and among the parties as follows:

1. Designated Representatives.

The Advisor agrees that Obadiah Dart shall be the contact person for the Advisor, who will have primary responsibility for carrying out the obligations of the Advisor hereunder. The Advisor agrees to notify the Financing Parties of any proposed change in the contact person, it being

agreed that any substitute contact person must be reasonably acceptable to the Financing Parties. If the Financing Parties determine that the designated contact person is not satisfactory, they will notify the Advisor and the Advisor shall designate an alternate contact person reasonably acceptable to the Financing Parties.

The Borrower shall designate in writing a person to act as the Borrower's representative with respect to the work to be performed under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define the Borrower's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Advisor's performance of the Services hereunder.

The persons listed in Exhibit D attached hereto are hereby designated to act as the primary contact for their respective institutions with respect to the Advisor's performance of the Services hereunder and electronic copies of all reports and other work product produced by the Advisor hereunder shall be furnished to such persons at their e-mail addresses set forth in Exhibit D.

2. Services.

The Advisor agrees to perform timely the following cost review, site visit and final certification services (the "Services"):

(a) **Initial Project Review.**

Prior to closing of the construction financing for the Project, the Advisor will perform a detailed construction cost review for the Project (an "Initial Project Review") which will include the scope of work, including the size of the Project, the unit size, unit mix and density of the Project, and the type of building, amenity package and parking spaces and will render an opinion regarding:

(1) overall quality of the construction plans and specifications and an opinion as to whether the plans are sufficiently detailed for construction and conform to federal and state laws and codes applicable to the Project, including but not limited to building, health, fire, safety and handicapped access codes;

(2) whether the level and quality of the construction/rehabilitation as detailed in the plans and specifications is adequate to maintain the use of the Project as affordable rental housing over the term of the Permanent Lender's loan;

(3) the general adequacy of the proposed construction documents and the level of quality of the specified materials, equipment, building components and systems;

(4) availability of sewer, water, electric, telephone and gas utilities to the Project as represented by the Borrower, the Project architect or the Project surveyor;

(5) review of all permits provided by the Borrower;

(6) general compliance of the plans and specifications with the recommendations set forth in the geotechnical and structural reports, if any; and

(7) general adequacy of the construction contract in its entirety, including all qualifications, assumptions and exhibits.

Additionally, the Advisor will include with the analysis any additional comments or explanations that would reasonably be deemed relevant to the Initial Project Review.

(b) **Site Visits.**

The Advisor will visit the Project site monthly and view the construction work at the Project in connection with its review of each Requisition (as defined below), and will make such additional progress review of the construction work as may be requested by the Financing Parties and agreed to by the Advisor (each, a "Site Visit"). It is anticipated that regular physical Site Visits will occur on the frequency described above, unless the Financing Parties and the Advisor agree that more or less frequent Site Visits are appropriate.

(c) **Site Visit Reports.**

The Advisor will provide the Financing Parties with a written review after each Site Visit, in a form approved by the Financing Parties, as to the status of the construction at the time of the Site Visit and the workmanship and general adherence to plans and specifications of the Project, as they may appear and be observable at the time of the Site Visit (each, a "Periodic Report"). As part of each Periodic Report, the Advisor will also do the following:

(1) Review the contractor's estimate of the percentage of overall completion of the Project in accordance with the construction cost breakdown, review the anticipated completion date(s), identify any foreseeable delays, review the contractor's estimate of the cost to complete and comment on the adequacy of the remaining budget;

(2) assess whether the level of workmanship is above or below average. If the level of workmanship is below average, then the Advisor will comment on the deficiency and track the status of the deficiency in subsequent Periodic Reports;

(3) take digital photographs of completed work and specific deficiencies;

(4) estimate the quantity and assess the security of significant materials stored on site, and verify that the Contractor has provided evidence of insurance coverage for stored materials;

(5) review each proposed change order and comment on the reasonableness of the associated costs and the need for and appropriateness of the proposed changes, and on the likely impact of the proposed change order on the Project budget and schedule;

(6) review the retainage amount and comment on any inconsistencies with the retainage requirements specified in the construction contract;

(7) advise the Financing Parties of any matters related to the issuance of permits and approvals needed during construction that could affect the completion of the Project.

(d) **Requisition Review.**

Upon receipt by the Advisor of a request for payment from the contractor (each, a "Requisition", and together, the "Requisitions"), the Advisor will verify that such Requisition is in a form acceptable to the Financing Parties and is consistent with the estimated disbursement schedule

attached as Exhibit A (as it may be revised from time to time by agreement of the Financing Parties), and that the following supporting documentation for such Requisition has been supplied: Requisition (AIA Form G702/703 or similar form(s) agreed to by the Borrower and the Financing Parties); monthly updated schedule; change order log (pending and approved); general contractor and subcontractor lien waivers). Upon completing such review, the Advisor will make a Site Visit to review the progress of the Project work to date and to review completion of all work covered by such Requisition.

In connection with each Site Visit and Requisition review undertaken in connection with a Requisition request, the Advisor will include as part of the Periodic Report a written recommendation to the Financing Parties as to whether the Advisor (1) confirms the Project architect's approval of the Requisition, (2) recommends disapproval of all or part of the Requisition (together with a summary of the reasons for such disapproval) or (3) needs additional information to make such recommendation (together with a summary of the additional information needed). The Advisor agrees to use reasonable efforts to complete the Site Visit and Requisition review and provide the Periodic Report with such recommendation to the Financing Parties within five (5) days after receipt of a Requisition. If the Advisor recommends disapproval or needs additional information, the Advisor shall promptly inform the Borrower and provide the Borrower with a copy of the summary described above. The Advisor will assist and advise the Financing Parties in any discussions with the Borrower to resolve the issues associated with such disapproval or inadequate supporting information.

It is expressly understood and agreed that the Advisor's review of a Requisition shall be deemed to constitute a certification by the Advisor to the Financing Parties that, to the best of his/her or its knowledge: (i) with respect to any construction-related item on the Requisition, the item represents sums due for work actually performed and/or materials actually delivered or installed; (ii) all observed work has been completed in a good and workmanlike manner and, if not, the Project architect has presented a plan for remediation of any deficient work; and (iii) the quality of observed Project work completed as of the time of the Advisor's Site Visit is generally in accordance with the construction contract and the plans and specifications for the Project previously delivered to the Advisor as amended by field changes.

If any Financing Party advancing funds for a Requisition disapproves all or any portion of such Requisition, such Lender shall promptly notify the Borrower and the other Financing Parties of such disapproval (together with a summary of the reasons supporting such disapproval).

(e) **Final Certification.**

Promptly upon completion of construction of the Project, the Advisor will (1) make a final Site Visit, (2) certify to the Financing Parties that, to the best of his/her or its knowledge, all work and materials are in substantial compliance with the plans and specifications and that lien releases have been duly delivered (on the form attached hereto as Exhibit B) and (3) review the schedule of punch list items and recommend any changes or additions to such punch list schedule and an appropriate aggregate holdback amount for the final punch list items. The Advisor will identify any observed areas where construction does not conform to the final plans and specifications.

3. Compensation.

The Borrower will pay the Advisor the sum of $2,400 for the Initial Project Review. Said amount will be payable prior to the closing of the construction financing or from the initial disbursement of loan proceeds upon the closing of the construction financing. Whether or not the construction financing closes, the Borrower will pay all fees and expenses incurred for the Initial Project Review.

The Borrower will pay the Advisor the sum of $1,950 for each Site Visit/Periodic Report. The fee for each Site Visit/Periodic Report may be advanced by a Financing Party whose loan proceeds are being disbursed for construction from the loan disbursement next following such Site Visit. If the fee for a Site Visit/Periodic Report is paid by a Financing Party who does not have available loan proceeds to advance, the Borrower shall reimburse such Financing Party for such amount upon the Financing Party's request.

There will be no separate fee for the final certification, such final certification being considered part of the final Site Visit.

4. Documentation Provided to Advisor

The Borrower has supplied (or will promptly supply when available) copies of the following to the Advisor:

(a) complete site, structural, mechanical, electrical, heating/ventilating/air conditioning, life safety and architectural plans and specifications including all modifications and addenda;

(b) report(s) of soil and foundation investigation, including engineer's recommendations concerning the foundation design, structural reports and environmental reports;

(c) general contract and contracts for consultants retained by the Borrower for the construction period;

(d) proposed disbursement schedule (attached hereto as Exhibit A);

(e) contractor's cost breakdown;

(f) letters or other documentation verifying the availability of needed utilities, water, sanitary sewers, gas, electricity and telephone;

(g) building permits and other permits required for construction;

(h) building code analysis prepared by a registered architect or engineer; and

(i) evidence of zoning compliance or comprehensive permit.

The Borrower shall promptly supply to the Advisor and the Financing Parties from time to time during the term of this Agreement copies of any changes to the foregoing and copies of any of the foregoing not available on the date hereof.

5. Borrower's Cooperation.

The Borrower authorizes and permits the Advisor, through its duly authorized agents or employees, to come upon the Project site at such times as may be reasonably requested by the Advisor. The Borrower further agrees to cooperate with the Advisor in the performance by the Advisor of the Services. In addition to the documentation described above, the Borrower will make available to the Advisor any and all data, files, information, drawings, specifications, and access to employees of the Borrower as may be reasonably requested by the Advisor in connection with the performance of the Services.

6. Assignment/Delegation.

This Agreement may not be assigned by the Advisor without the prior written approval of the Financing Parties. The Services may not be subcontracted or delegated in whole or in part to any other person or entity without the prior written approval of the Financing Parties.

7. Termination.

Any Financing Party may withdraw from this Agreement by written notice to the Advisor which notice shall specify an effective date of withdrawal. The Agent may withdraw from this Agreement on behalf of all the MassDocs Lenders. If all Financing Parties withdraw from this Agreement, this Agreement shall terminate effective as of the effective date of the last such withdrawal. The Advisor may terminate this Agreement by written notice to all Financing Parties, which notice shall specify an effective date of termination which shall not be sooner than 30 days after the date of such notice. Upon termination of this Agreement, the Advisor will return to the Financing Parties all documents and other materials which it has received from the Financing Parties and the Borrower in the course of providing the Services; the Advisor will promptly deliver to the Financing Parties all finished or unfinished documents, data, studies and reports, and all other property, prepared, purchased or otherwise obtained by the Advisor in the course of performing the Services; and the Advisor will promptly submit a final invoice for work performed up to the effective date of termination.

8. Compliance.

The Advisor shall be responsible for any violation(s) of any federal, state or local laws, ordinances, rules, regulations or orders committed in the performance of this Agreement. The Advisor also certifies that, to the extent applicable, it is in compliance or shall comply with: (1) all federal and state tax laws; (2) all laws and regulations relating to payments to the Employment Security System and required workers' compensation insurance policies pursuant to M.G.L. c. 151A, sec. 19A (employment security) and M.G.L. 152 (worker's compensation); and (3) the provisions of Section 7 of Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991 (child care assistance offered by employers having fifty or more full time employees), and 102 CMR 12.00 (minimum standards for child care). As evidenced by the signature of the Advisor's authorized representative below, the Advisor certifies under the pains and penalties of perjury, (x) the Advisor is current in the payment of all taxes due to The

Commonwealth of Massachusetts as required by M.G.L. c. 62C, sec. 49A; and (y) pursuant to Executive Order 481, that the Advisor shall not knowingly use undocumented workers in connection with the performance of this Agreement; that pursuant to federal requirements, Advisor shall verify the immigration status of all workers assigned to this Agreement without engaging in unlawful discrimination and that the Advisor shall not knowingly or recklessly alter, falsify or accept altered or falsified documents from any such worker(s). The Advisor understands and agrees that breach of any of these terms during the period of this Agreement may be regarded as a material breach, subjecting the Advisor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

9. Indemnification.

The Advisor shall indemnify, defend and hold harmless the Financing Parties, including their officers, agents and employees, from and against any and all claims, liabilities, losses, damages, costs and expenses to the extent caused or arising out of the breach of the terms hereof by Advisor or the negligent acts or reckless conduct of the Advisor, its officers, employees, agents or representatives in the performance of the Services. The Advisor's review of Project documentation pursuant hereto shall not result in any responsibility of the Advisor for compliance of the Project with laws, regulations or codes, all of which shall be the sole responsibility of the Project architect, the contractor and/or the Borrower.

10. Independent Contractor.

The parties intend and agree that the Advisor is an independent contractor and not an employee or agent of the Financing Parties. Subject to the terms and conditions of this Agreement, the Advisor alone will control the manner and means by which the Services are provided.

11. Miscellaneous.

(a) Nothing contained in this Agreement shall be deemed or construed to modify or amend the terms and conditions of the loan documents evidencing and securing the loans from the Financing Parties to the Borrower in connection with the Project, including, without limitation, all conditions precedent to an advance of loan proceeds to the Borrower.

(b) No delay or omission by a Lender in exercising any right or remedy under this Agreement or any of such Lender's loan documents shall be deemed to operate as a waiver of such right or remedy or any other right or remedy available hereunder or thereunder or at law. No waiver by a Lender of any default shall constitute a waiver of any other default or of the same default on a future occasion.

(c) Any notice required or permitted to be given under this Agreement will be deemed to have been given if made in writing and sent by recognized overnight courier service, delivered by hand or sent certified mail, postage prepaid, to the relevant party at its address set forth above, and shall be deemed given one day after deposit with a recognized overnight courier service, upon receipt if delivered by hand and three days after being mailed.

(d) This Agreement contains the entire agreement of the parties. No amendment of this Agreement and no waiver of any provision hereof shall be effective unless in writing and duly executed by the parties affected thereby. If any portion of this Agreement is found to be unenforceable, the remaining portions of this Agreement will continue to be enforced to the fullest extent permitted by law. Time is of the essence of this Agreement.

(e) This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Financing Parties and the permitted successors and assigns (if any) of the Advisor and the Borrower, and shall be governed by the laws of The Commonwealth of Massachusetts. This Agreement may be executed in any number of counterparts.

(f) The Advisor, the Borrower and the Financing Parties acknowledge that additional lenders or investors supplying financing for the Project (the "Additional Financing Parties") may desire to avail themselves of the services of the Advisor with respect to the Project and the Advisor agrees to extend reliance on the Advisor's work product hereunder to such Additional Financing Parties, provided that each such Additional Financing Party executes a joinder to this Agreement in the form attached hereto as Exhibit C. The Advisor shall not be required to deliver copies of its work product to any party who has not executed this Agreement or a joinder hereto.

(g) All services provided by the Advisor are to be performed to best of the Advisor's professional experience and knowledge, based on Site Visits, review of Project documentation to the extent made available and the representations of development team members. The Advisor shall have no responsibility or authority to direct the contractor, the Borrower or their consultants relative to matters concerning the owner/contractor agreement.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

ADVISOR:
NEWBANKS, INC.

BY:

_____
Name:
Title:

CONSTRUCTION LENDER:
ROCKLAND TRUST COMPANY

BY:

_____
Name:
Title:

COUNTY:
BARNSTABLE COUNTY

BY: _____
Name:
Title: County Commissioner

BY: _____
Name:
Title: County Commissioner

BY: _____
Name:
Title: County Commissioner

AGENT:
THE COMMONWEALTH OF MASSACHUSETTS, acting by and through the Department of Housing and Community Development

By:

_____
Name:
Title:

BORROWER:
CANAL BLUFFS P3 PRESERVATION ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership

By: Canal Bluffs P3 LLC, a Massachusetts, limited liability company, its general partner

By: Preservation of Affordable Housing, Inc., an Illinois nonprofit corporation, its managing member

By:_____
Name:
Title:

ADVISOR INFORMATION

Advisor's Tel. No. _____
Advisor's Tax ID No. _____
Advisor is a minority business enterprise sole proprietor ___
Advisor is a women's business enterprise sole proprietor ___
Advisor is a MA Supplier Diversity Office (SDO) certified minority business enterprise___
Advisor is a MA Supplier Diversity Office (SDO) certified women's business enterprise ___

EXHIBIT A: DISBURSEMENT SCHEDULE

EXHIBIT B: ADVISOR'S FINAL CERTIFICATE

TO: Rockland Trust Company; The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, for itself and as agent for; The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by its administrator, the Massachusetts Housing Finance Agency; Community Economic Development Assistance Corporation; and Barnstable County (collectively, the "Financing Parties")

FROM: Newbanks, Inc. (the "Advisor")

RE: Canal Bluffs Phase III, 100 Highmeadow Circle , Bourne, Massachusetts (the "Project")

Canal Bluffs P3 Preservation Associates Limited Partnership (the "Owner")

The undersigned, acting as consulting Advisor to the Financing Parties for the above-referenced Project, in order to induce the Financing Parties to advance funds for the purpose of funding construction, taking out the construction loan and/or funding a permanent loan for the Project, does hereby certify to the best of his/her or its knowledge that:

A. We have reviewed the plans and specifications for the Project (the "Plans and Specifications") in the form approved by you, as presently amended. A list of the Plans and Specifications is attached hereto as Exhibit 1. The Project is complete and all work has been done in accordance with the Plans and Specifications and in a good workmanlike manner.

B. All closeout submittals required by the Plans and Specifications (including documentation of lead paint and asbestos abatement, if applicable, including any required certifications from the abatement contractor, engineer's affidavits as to adequacy of utilities and as-built record drawings) have been submitted by the contractor.

C. To the knowledge of the undersigned, there are no petitions, actions or proceedings pending or threatened to revoke, rescind, alter or declare invalid any permits, liens, certificates or agreements for or relating to the Project.

The foregoing Certificate is given to induce you to advance funds for construction, to take out the construction loan and/or for funding of a permanent loan for the Project, and it is intended that you shall rely upon this Certificate in making any such advances. This Certificate is rendered based on an examination of the Project, the Plans and Specifications and all other matters which we deem relevant.

Executed under Massachusetts law this _____ day of _____, 20__.

ADVISOR:
NEWBANKS, INC.

By:

_____
Name:
Title:

EXHIBIT C: JOINDER TO LENDER ADVISOR AGREEMENT

_____ (the "Additional Financing Party") joins in the execution of the Lender Advisor Agreement dated July ____, 2017 among Newbanks, Inc., Rockland Trust Company; The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, for itself and as agent for; The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by its administrator, the Massachusetts Housing Finance Agency; Community Economic Development Assistance Corporation; and Barnstable County (the "Lender Advisor Agreement") for the purpose of establishing itself thereunder as a Financing Party. Pursuant to Section 14(f) of the Lender Advisor Agreement, the Additional Financing Party hereby agrees to become a party to the Lender Advisor Agreement for the purposes of receiving the services of the Advisor thereunder and to perform all the obligations of a Financing Party thereunder. Notices to the Additional Financing Party under the Lender Advisor Agreement should be sent as set forth below.

IN WITNESS WHEREOF, the Additional Financing Party has caused this Joinder to be executed under seal, by an official thereunto duly authorized, as of the _____ day of _____, 20____.

_____

By:_____
Name:
Title:

Notices should be sent to:

_____

_____

_____

EXHIBIT D: CONTACT LIST FOR FINANCING PARTIES

COMPANY/AGENCY: Rockland Trust Company
CONTACT PERSON:_____
EMAIL:_____

COMPANY/AGENCY: Massachusetts Department of Housing and Community Development
CONTACT PERSON: Matt Gibney
EMAIL: matthew.gibney@state.ma.us

COMPANY/AGENCY: Community Economic Development Assistance Corporation
CONTACT PERSON: Sara Barcan
EMAIL: SBarcan@cedac.org

COMPANY/AGENCY: Affordable Housing Trust Fund
CONTACT PERSON: Michelle Vinciguerra
EMAIL: MVinciguerra@masshousing.com

COMPANY/AGENCY: Barnstable County
CONTACT PERSON:
EMAIL:

HOME INVESTMENT PARTNERSHIPS AGREEMENT
FOR PROJECT DEVELOPER

This Agreement entered into this _____ day of July, 2017, (the "Agreement"), by and between Barnstable County, acting by and through the Department of Human Services, and Canal Bluffs P3 Preservation Associates Limited Partnership, a Massachusetts limited partnership, with an address of 40 Court Street, Suite 700, Boston, MA 02108(the "Borrower").

W I T N E S S E T H

WHEREAS, Barnstable County has allocated HOME funds to eligible Borrowers in accordance with Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and U.S. Department of Housing and Urban Development ("HUD") regulations published at 24 CFR part 92 (as amended from time to time, the "HOME Regulations");

WHEREAS, the purpose of the HOME Program is to expand the supply of decent, safe, sanitary, and affordable rental housing and homeownership through acquisition, rehabilitation, and new construction of housing and through tenant based rental assistance using a combination of funds from public and private sources;

WHEREAS, the Borrower has submitted an application (the "Application") to Barnstable County for HOME funds for a certain project in the Town of Bourne, which is more particularly described in Exhibit A hereto (the "Project"), and Barnstable County has approved the Application; and,

WHEREAS, the Borrower is a qualified recipient of financing assistance under the HOME Program, the Project will be developed and operated for the benefit of individuals or families who satisfy the income eligibility guidelines of the HOME Program, and the Project will comply with all requirements of the HOME Regulations,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Section 1. Construction/Rehabilitation in accordance with Rules and Regulations: Unless otherwise defined herein or unless a different meaning is required from the context in which they are used, all words and terms used in this Agreement are as defined in 24 CFR part 92.

Section 2. Obligations of Borrower: The Borrower shall enter into Loan Documents (as hereinafter defined) consistent with the Application and with this Agreement. The Loan Documents shall require the Borrower to comply with all of the terms and conditions of this Agreement and of the HOME Regulations.

Section 3. Definitions:

(a) "Agreement" As used herein, "Agreement" shall mean this Written Agreement and any and all exhibits or attachments attached hereto.

(b) "Loan Documents" As used herein, "Loan Documents" shall mean a Loan Agreement, Promissory Note, Mortgage, Security Agreement and Conditional Assignment, UCC Financing Statements, Affordable Housing Restriction and/or Deed Rider and all other documents necessary or appropriate to evidence and secure Barnstable County's HOME Program financing for the Project, each in form and substance acceptable to Barnstable County, which shall be executed by Barnstable County and the Borrower.

Section 4. HOME Commitment: Subject to the terms and conditions contained in this Agreement and in the effective Loan Documents, Barnstable County agrees to disburse certain funds, which disbursements shall constitute the HOME Program proceeds that Borrower shall be entitled to receive. The amount of the HOME program proceeds was determined by Barnstable County through its HOME subsidy layering analysis and underwriting requirements prior to the commitment of the HOME funds. Such disbursements shall not, in the aggregate, exceed that amount designated as the HOME Award on Exhibit A hereto, and all disbursements shall be made in accordance with the procedures set forth in Exhibit A hereto and with all requirements of 24 CFR Part 92 and the HUD Integrated Disbursement and Information System. In no instance shall Barnstable County be liable for any costs incurred in excess of the HOME commitment, nor for any unauthorized or ineligible costs.

Section 5. Method of Disbursement: Funds will be disbursed by Barnstable County in accordance with the terms and procedures to be set forth in Exhibit A attached hereto and the terms and procedures to be set forth in the Loan Agreement between

Barnstable County and the Borrower. All disbursements must be limited to the amount needed for eligible costs and must be actually expended for eligible costs within 15 days after receipt or returned to Barnstable County for deposit.

Section 6. Commencement: This Agreement is effective upon execution by the Borrower and Barnstable County. Borrower agrees that the Project shall not commence, nor shall any costs be incurred or obligated, prior to execution and compliance with all conditions of this Agreement, unless approved by Barnstable County. Prior to acquisition, rehabilitation and/or construction assisted under this Agreement, the environmental review required by 24 CFR 92.352 must be completed, a notice of finding and a request for release of funds must be published, and a notice to proceed must be issued from Barnstable County. The Borrower agrees that the Project shall be carried out in accordance with the approved budget and that this Agreement shall terminate automatically on April 30, 2018, unless the Project has commenced and the first requisition of funds hereunder has been paid.

Section 7. Terms of the HOME Commitment: The terms of the HOME Commitment shall be as specified in Exhibit A hereto.

Section 8. Compliance with Laws and Regulations: The Borrower shall comply with all applicable federal, state and municipal laws and regulations, including without limitation those required by Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and 24 CFR Part 92 (Sections 92.350 et seq.). The Recipient shall also comply with the new U. S. Department of HUD regulations on lead-based paint hazards at 24 CFR 35, et al., "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (previously known as the Lead-Based Paint Poisoning Prevention Act).

Section 9. Uniform Relocation & Real Property Acquisition Policies Act of 1970 (the "Relocation Act"): Where applicable, Borrower must comply with all requirements of the Relocation Act and with Section 104(d) of the Housing & Community Development Act of 1974, as amended (i.e., the Barney Frank Amendment), and with the requirements of 24 CFR Part 92.353.

Section 10. Equal Opportunity: During the performance of this Agreement, the Borrower must ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or subjected to discrimination based on race, color, national origin, sex, sexual orientation, age, handicap, religion, or religious preference, under any program or activity

funded under this Agreement, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. 3601-19) and all implementing regulations, the Age Discrimination Act of 1975, and all implementing regulations, and Section 504 of the Rehabilitation Act of 1973, and all implementing regulations, the federal laws and regulations described in 24 CFR §92.350 and under all non-discrimination laws and regulations of the Commonwealth of Massachusetts, including M.G.L.c.151B and M.G.L.c.272, §92A, §98 et seq.

a. Affirmative Marketing - The Borrower must comply with and document procedures undertaken in accordance with the affirmative marketing requirements and the use of Minority Business Enterprises and Women's Business Enterprises as set forth in 24 CFR part 92.351 and 92.350.

b. Section 3 - Work to be performed under this agreement is for a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the Project be awarded to business concerns, which are located in or owned in substantial part by persons residing in the area of the Project.

Section 11. <u>Contractors and Subcontractors:</u>

a. Federal Labor Standards Provision - All projects for the construction or rehabilitation of twelve (12) or more housing units assisted with HOME funds shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen. The Borrower shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5.

b. Executive Order 11246 - Borrower hereby agrees to place in every contract and subcontract for construction exceeding $10,000 the Notice of Requirement for

Affirmative Action to ensure Equal Employment Opportunity. The Borrower furthermore agrees to insert the appropriate Goals and Timetables issued by the Department of Labor in such contracts and subcontracts.

c. Debarred and Suspended Contractors - Borrower shall not enter into any agreement, written or oral, with any building contractor or other person without the prior determination of the building contractor's or person's eligibility. A building contractor or subcontractor or other person is not eligible to receive funds if it or any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally or state funded or assisted projects.

d. The Borrower shall comply with all applicable federal and state procurement requirements, including without limitation the requirements set forth or referenced in 24 CFR 92.505 and 24 CFR 85.36, and such additional procurement requirements as may be set forth in Exhibit A.

Section 12. Maintaining Records for Monitoring by Barnstable County:

a. The Borrower must maintain all records required by the HOME Regulations or Barnstable County, including the records described below, in a manner permitting inspection by Barnstable County and HUD. "Records" shall include receipts, checks, invoices, contracts and sub-contracts, books of account, reports, financial statements, and all other compilations of data documenting transactions with respect to the HOME Project and Borrower's compliance with HOME program requirements, as follows:

1) Records of all HOME program related account transactions, including deposits, disbursements, and balances, and of all tangible assets purchased in whole or in part with funds provided pursuant hereto.
2) Records supporting requests for payment and disbursement of funds.
3) Records indicating the source and amount of any repayment, interest, and other return on investment of HOME funds.

4) Records of all written agreements and contracts pertaining to the HOME Project, including but not limited to, mortgages, deed restrictions, covenants, and/or other agreements as approved.
5) Records documenting the per-unit HOME amount invested in the Project.
6) Audits and resolution of audit findings.
7) Documentation of the gross household income by household size of each household living in a HOME assisted housing unit (whether under a rental or homeownership program) for the duration of the period of affordability.
8) Where applicable, monthly rent and utility allowances for each HOME-assisted rental unit for the duration of the period of affordability.
9) Where applicable, signed leases for all tenants of HOME-assisted units.
10) Where applicable, records of the initial purchase price, appraisal value (both before and after rehabilitation or construction), and each re-sale purchase price for each HOME-assisted unit.
11) Efforts to undertake affirmative marketing procedures.
12) Where applicable, efforts to recruit MBEs and WBEs.
13) Actions taken in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.
14) Records documenting that all HOME-assisted units meet Section 8 Housing Quality Standards (HQS) as well as all applicable state and local codes. Records also must document full compliance with the new U. S. Department of HUD regulations on lead-based paint hazards at 24 CFR 35, et al., "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (previously known as the Lead-Based Paint Poisoning Prevention Act).
15) Where applicable, records documenting full compliance with Uniform Relocation Act/Frank Amendment requirements.
16) Records documenting environmental review of the Project.

b. Upon request, the following records must be submitted to Barnstable County:

1) Annual Report, on forms as required by Barnstable County.
2) Annual submission of Borrower's request for approval of rent increases and/or decreases. Management may not implement changes in either rent or utility allowance schedules without the prior approval of Barnstable County.
3) Reports required to implement the Federal Labor Standards Provisions, where applicable.
4) Proposed construction documents and contracts.
5) Financial commitments, terms, and agreements.
6) Property appraisal(s).
7) Data on the extent to which each racial and ethnic group and single-headed household (by gender of household head) have applied for or occupied a housing unit funded in whole or in part with HOME funds.
8) Data on all existing tenants or purchasers of HOME assisted units and tenants or purchasers first occupying first occupying HOME assisted units upon completion, including gross income, household size, race, head of household characteristics, and (if applicable) rental assistance.
9) Close-out reports to be submitted no later than 60 days following the final drawdown of HOME funds on forms provided by Barnstable County.
10) Any other Project information as requested by Barnstable County or HUD from time to time.

c. All records, accounts, documentation, and all other relevant materials shall be retained by the Borrower for a period of five years after the period of affordability expires.

d. All documents, data, studies and reports, whether finished or unfinished, prepared or obtained by the Borrower under this Agreement shall be the property of Barnstable County and shall be delivered to Barnstable County promptly upon demand after the expiration or termination of this Agreement, whether on account of default of the Borrower or otherwise.

Section 13. Audit: The Borrower shall perform an annual audit in accordance with 24 CFR Parts 44 and 45, as applicable. Any amounts disbursed under this Agreement found on the basis of an audit examination to not constitute eligible expenditures shall be immediately reimbursed by the Borrower to Barnstable County.

Section 14. Affordability: HOME-assisted units must meet the affordability requirements of 24 CFR 92.252 (rental housing) and 92.254 (home ownership), as applicable. Project-specific affordability requirements are set forth in Exhibit A. Affordability requirements shall be enforced by recorded deed restrictions or other legally enforceable, recorded documents approved in writing and enforceable by the Barnstable County Commissioners.

Section 15. Repayment in Event of Non-Compliance: Whether voluntarily or not, if the Project is not completed within 120 days after the Completion Date contained in Exhibit A, an amount equal to the HOME funds disbursed for the Project must be repaid to Barnstable County in the same manner as provided in the Loan Documents for other events of default.

Section 16. Repayments: Any repayment, interest, recapture and/or other return on the investment of HOME funds must be returned to Barnstable County by the Borrower.

Section 17. Uniform Administrative Requirements: The Borrower hereby covenants and agrees to comply with all provisions of 24 CFR Part 92.505, 24 CFR Part 84, and OMB Circulars A-110, A-122, and A-133, to the extent applicable.

Section 18. Housing Quality Standards: Owners of rental housing assisted with HOME funds must maintain the property in compliance with HUD Housing Quality Standards and all applicable state and local codes. All rehabilitated properties must comply with the HOME Program Rehabilitation Standards. All rehabilitation must be completed prior to the transfer of ownership to eligible first-time homebuyers, unless the Borrower complies with all conditions for subsequent rehabilitation set forth in HOME regulations.

Section 19. Project Requirements: The Borrower must comply with the project requirements at 24 CFR part 92 subpart F, as applicable.

Section 20. Right to Monitor: Barnstable County, its agents and designees shall have the right, from time to time, to inspect and monitor the Project for purposes of ensuring compliance with the terms and conditions of this Agreement and the requirements of the HOME program, both during the term of this Agreement and after the close-out hereof.

Borrower agrees to permit Barnstable County, its agents and designees (i) reasonable access to the HOME assisted housing, and (ii) to examine its books and records, including all financial

statements and records, from time to time, insofar as the same may apply to Borrower's use of the HOME proceeds. Borrower further agrees to furnish such other information as Barnstable County may request, for the purpose of determining Borrower's compliance with this Agreement and the requirements of the HOME program.

Section 21. Borrower's Representations: Borrower represents to Barnstable County as follows:

a. It has no knowledge of any notices of violation or violations of federal or state statutes or regulations or municipal ordinances or orders, or requirements of any governmental body or authority to whose jurisdiction any of the real estate making up the HOME Project is subject, except as disclosed in Exhibit A;

b. Its execution, delivery and performance of the terms and conditions of the Application and this Agreement have been duly authorized and will not conflict with or result in a breach of its Articles of Incorporation or By-Laws, or any vote of its members or directors or of the terms or provisions of any existing law, regulation, or order of any court or governmental body or authority or agreement to which it is a party or by which it is bound;

c. There has been no material adverse change in its financial condition, except as disclosed in Attachment A, since the filing of its Application;

d. The representations, warranties, and statements of fact of Borrower as set forth in the Application and this Agreement are true, accurate, and complete in all material respects as of the date hereof;

e. It has not omitted to provide Barnstable County with any material information necessary in order to make the representations, warranties, and statements made, in light of the circumstances under which they were made, not misleading;

f. The Borrower has duly authorized the officer executing this Agreement to execute, in its name and on its behalf, this Agreement and all such other documents and instruments as Barnstable County may request in connection therewith;

g. It has no knowledge of any existing, threatened or pending actions by any person or governmental authority against it which would have a material adverse effect on its ability to acquire and complete any necessary construction or rehabilitation on the project, except as disclosed in Exhibit A.

h. The Borrower hereby certifies under pains and penalty of perjury that the "Sources and Uses" included in the Application, as it may have been updated prior to this Agreement, accurately describes the financing of the Project and that copies of all documents currently existing regarding all aspects of the Project have been submitted to Barnstable County. If any material changes are made in the documents mentioned above or any new documents created, a description of the changes shall be submitted immediately to Barnstable County together with copies of the amended documents or new documents. Prior to closing of the HOME loan, the Borrower will certify that all documents described in this subsection have been submitted to Barnstable County and that this transaction complies with all state and federal laws and does not result in or make possible any transaction which would violate any such laws, including bankruptcy laws, rules against fraud against creditors, partners, or insurers.

i. Borrower shall comply with the HUD conflict-of-interest provisions at 24 CFR 92.356 and the Massachusetts conflict-of-interest law, M.G.L.c.268A.

Section 22. Survival of Agreements: All agreements, covenants, representations, and warranties of Borrower made in the Application, this Agreement or Attachments hereto, shall survive the making of any Loan hereunder and the termination of this Agreement.

Section 23. Events of Default: The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

a. Borrower's breach of or failure to comply with any of the requirements of the HOME program or the terms and conditions of this Agreement;

b. Any representation or warranty herein or in any other agreement, binder, instrument or exhibit to this

Agreement is proven to be false or misleading in any respect, whether through commission or omission; or

c. Borrower's failure to timely repay amounts required to be repaid to Barnstable County hereunder.

Section 24. Enforcement Actions (Remedies or Termination): If for any reason, the Borrower fails to comply with any condition or term of this Agreement, Barnstable County has the right to take any or all of the following actions, in addition to any remedies set forth in the Contract to which this Attachment is attached:

1) Require repayment by Borrower of all funds advanced to Borrower hereunder, regardless of whether such funds have been expended by Borrower,
2) Cease making advances to the Borrower under the Loan Documents,
3) Take any other actions that may be legally available, either at law or in equity.

Section 25. Later Disallowance and Adjustments: Neither the completion of the Project, nor the advance of all funds hereunder, nor the termination of this Agreement shall affect:

a. HUD or Barnstable County's right to disallow costs and recover funds on the basis of a later audit or other review;
b. The Borrower's obligation to return any funds due as a result of late refunds, corrections, or other transactions;
c. Records retained as required;
d. Property management requirements; and
e. Audit requirements.

Section 26. Termination: This Agreement shall terminate on April 30, 2018 if the project has not commenced, i.e., if construction has not begun or if funds to assist HOME-eligible clients have not been drawn down. Otherwise, this Agreement shall remain in effect for the period of affordability as defined in Exhibit A, unless sooner termination in accordance with the provisions hereof, or unless terminated for convenience in accordance with 24 CFR 85.44.

Section 27. No Waiver: No delay or omission by Barnstable County to exercise any of its rights hereunder shall constitute an assent or waiver by it to or of Borrower's breach of or noncompliance with the terms of this Agreement, whether Barnstable County has knowledge of such breach or noncompliance, and no other assent or waiver, express or implied, by Barnstable County to or of any such

breach or noncompliance shall be deemed an assent or waiver of any other or succeeding breach or noncompliance.

Section 28. No Partnerships: The parties hereto acknowledge that their relationship is solely as lender and Borrower of certain HOME Program funds in accordance with the terms hereof and the requirements of the HOME Regulations, and no partnership, joint venture, or participation relationship is intended to be created hereby.

Section 29. Benefit: This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment by Borrower of its rights under this Agreement shall be of any effect unless the prior written consent of Barnstable County to such assignment has been first obtained.

Section 30. Severability: If any provision of this Agreement shall be deemed unenforceable or invalid, such provision shall not affect, impair or invalidate any other provision of this Agreement.

Section 31. Governing Law: This Agreement is being executed and delivered in the Commonwealth of Massachusetts and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said Commonwealth, except to the extent pre-empted by federal law.

Section 32. Exhibits: The following exhibits are incorporated herein:

Exhibit A: Funding Application and Conditional Award Letters

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CANAL BLUFFS P3 PRESERVATION ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership

By: Canal Bluffs P3 LLC, a Massachusetts, limited liability company, its general partner

By: Preservation of Affordable Housing, Inc., an Illinois nonprofit corporation, its managing member

By:_____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of July, 2017, before me, the undersigned notary public, personally appeared _____, the _____of Preservation of Affordable Housing, Inc., 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, in such capacity, for its stated purpose.

_____

_____

Notary Public

My commission expires:

BARNSTABLE COUNTY

By: _____
Leo Cakounes, Chair

By: _____
Mary Pat Flynn, Vice-chair

By: _____
Ronald R. Beaty, Commissioner

As Barnstable County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this_____ day of July, 2017, before me, the undersigned notary public, personally appeared Leo Cakounes, a Barnstable County Commissioner, 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, in such capacity, for its stated purpose.

_____

_____
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this_____ day of July, 2017, before me, the undersigned notary public, personally appeared Mary Pat Flynn, a Barnstable County Commissioner, 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, in such capacity, for its stated purpose.

_____

_____
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this_____ day of July, 2017, before me, the undersigned notary public, personally appeared Ronald R. Beaty, a Barnstable County Commissioner, 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, in such capacity, for its stated purpose.

_____

_____
Notary Public
My commission expires:

Exhibit A

Form of Financial Assistance
(Rental)

1. **Definitions:**

The "Project" is the new construction of forty-four (44) family rental units, eleven (11) of which will be HOME-assisted units in the property consisting of the land, with the buildings, and all other improvements thereon, known as Canal Bluffs III and located at 102 Harmony Hill Drive, Bourne, Massachusetts, as more particularly described in the Mortgage to be granted as Security for the Award hereunder (the "Property").

The "Borrower" is Canal Bluffs P3 Preservation Associates Limited Partnership a corporation, with an address of 40 Court Street, Suite 700, Boston, MA 02108.

The "Sponsor" is Preservation of Affordable Housing (POAH), Inc., A corporation, with an address of 40 Court Street, Suite 700, Boston, MA 02108 and Housing Assistance Corp. with an address of 460 West Main Street, Hyannis, MA 02601

The "Award" consists of an amount not to exceed $250,000 in Barnstable County HOME funds to be used by the Borrower solely for the purpose of constructing eleven (11) HOME-assisted units. These HOME-assisted units shall float amongst all units at the Property (the "HOME Units"). The HOME-assisted units will consist of six (6) 2-BR apartments, and five (5) 3-BR apartments. The project also will include at least five (5) units accessible to individuals with mobility impairments and an additional unit(1) will be adaptable for individuals with sensory impairments.

The "First Requisition Date" shall be no later than April 30, 2018.

The "Completion Date" shall be no later than April 30, 2019.

The "Maturity Date" shall be 40 (forty) years after the estimated construction completion date and after the date of the execution, delivery and recording of the Loan Documents, unless extended or earlier terminated.

2. **Loan Terms:**
The form of assistance to be provided by the County to the Borrower is a deferred payment loan in an amount not to exceed $250,000. The final amount of the award may be less than $250,000 if (1) the property appraisal for each property included in the Project does not support the amount proposed for acquisition; and/or (2) the per-unit cost of the scope of work for the proposed construction for the Property is less than the per-unit amount carried in the development pro forma submitted as part of the Application, as it may have been updated.

There will be no periodic payments due under the loan. The entire principal balance and accrued interest will become due and payable on the Maturity Date. The term may be extended under certain conditions with the written approval of the County, as more particularly described in the Loan Documents. The loan will also become due and payable in full upon resale or refinancing of the Property, or upon the occurrence of any other event of default as set forth in the Loan Documents, if any of these occur earlier than the Maturity Date.

3. **Security:**
The loan will be secured by a mortgage and security agreement on the Property.

4. **Qualifying Tenants:**
The Borrower must use HOME rental selection criteria as set forth in the HOME regulations to select tenants for the four (4)***(11)** HOME-assisted floating units in the Project. Only HOME-eligible tenants may be selected by the Borrower to live in the four (4)***(11)** HOME-assisted floating units included in this Project.

At the time of the HOME loan closing or at initial occupancy, all households occupying HOME-assisted residential units in the Project must have incomes at or below 60% of median income for the Barnstable Town, MA MSA, as defined by the U.S. Dept. of HUD, and three (3) households occupying such units must have incomes at or below 50% of median income for the Barnstable Town, MA MSA. The units rented at the "HUD Low-Rent", as defined in the HUD regulations, must be occupied by households with incomes at or below 50% of median. At initial occupancy, three (3)—units will be designated as "Low HOME" units and nine (9) of these units will receive project-based rental subsidy pursuant to an Agreement to enter into a Housing Assistance Payment Contract (HAP) via the HUD Section 8 program. These nine (9) HOME units, while assisted with Section 8 assistance, must be occupied by households with incomes

at or below fifty percent (50%) of the area median income per HOME regulations and householders rent may not exceed thirty percent (30%) of household income.

If the HAP contract is not renewed at the end of any renewal term, or the HAP contract is terminated due to failure of appropriation or some other reason, then the nine (9) units initially receiving Section 8 assistance will convert to High HOME units and be leased exclusively to persons or families whose annual income, at the time of initial occupancy of the unit, is less than or equal to sixty percent (60%) of the area median income per HOME regulations. At no time during the HUD period of affordability will the project have fewer than eleven (11) HOME units.

The Borrower must certify to the County and its HOME file that the tenants selected for participation meet the HOME income requirements at the time of the HOME loan closing or at initial occupancy, and on an annual basis thereafter. The Borrower also must certify that very low-income households are occupying the units in compliance with the rent limitations referenced in 24 CFR Part 92.252 (b).

5. **Conditions for Release of Funds:**
Prior to the County releasing funds to the Borrower for the construction of the Project, the Borrower must provide the County with a current fair market appraisal supporting the acquisition price for the Property. The appraisal must be performed by an appraiser acceptable to the County. The Borrower further must provide the County with an updated development pro forma and a current description of Project Sources and Uses of funds. The Borrower must further provide the County with satisfactory evidence of firm financing commitments for all sources of Project funds (whether loans or equity). No HOME funds will be released for a property included in the Project until all financing for that property is in place.

Prior to release of funds for the Project, the Borrower also shall provide the County, with a copy to the Project file, proof of payment of real estate taxes, other municipal charges assessed on the property, hazard insurance for the property, and other such due diligence documents as the County requires.

6. **Property Eligibility:**
The Borrower must certify to the Project file upon completion that each unit meets all applicable Housing Quality Standards established by the U.S. Dept. of HUD, as well as all applicable state and local codes. The Recipient also must certify to the

project file that each units meets the new U. S. Department of HUD regulations on lead-based paint hazards at 24 CFR 35, et al., "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (previously known as the Lead-Based Paint Poisoning Prevention Act).

7. **Terms of Rental Restrictions:**
The rent levels at the Project must remain restricted pursuant to the HOME regulations for a period of not less than twenty (20) years from the date of the final advance of the Loan proceeds and the Project completion information has been entered in the disbursement and information system established by HUD under the HOME program and for an additional seventy-nine (79) years of the County affordability period. The Borrower or its agents must adjust HOME income/rent levels annually according to the HOME rates per household size and the number of bedrooms, as established annually by the U.S. Department of HUD. The form of rental restriction must be approved by the County before any HOME funds are released to the project.

8. **Procurement Procedures:**
The procurement process for construction work shall conform to all HUD and state procurement requirements, including those published at 24 CFR Part 92.505, including OMB Circular A-122 and 24 CFR Part 84, as applicable.

A bid package shall be developed by the Borrower for the Project. The package shall include:

- General work description
- Quality standards or performance manual
- Bidding instructions (e.g., specifications, alternate work items, floor plan or sketch, Davis-Bacon prevailing wage rates, labor standards and contract reporting forms)
- Detail work write-up/specifications

The Borrower shall solicit competitive bids, through a formal process, and shall select the lowest responsible bidder. A "responsible bidder" is defined as a bidder who:

- Can obtain bonds in the amount of the contract from a company licensed to do business in the Commonwealth of Massachusetts;

- Is not debarred from doing business with the federal government or the Commonwealth of Massachusetts

- Can supply three or more satisfactory references in the particular type of construction.

9. **Notices and Signs:**
The Borrower shall recognize the U.S. Department of Housing and Urban Development and its HOME Investment Partnerships Program and the County for providing funding for the services specified in this Agreement. Recognition is achieved by informing clients and their families, and identifying in writing, wherever possible (i.e. legal notices, posters & exhibits), that the services provided were, in whole or in part, funded by HUD and the County through the HOME Investment Partnerships Program.

The Borrower of funds from Barnstable County acknowledges that local awareness of grant and funding programs is essential to the success of the programs and that identification of specific projects, which have received grants of other funding, is effective in enhancing local awareness. In order to identify the Project, which is the subject of this grant of funding agreement, the recipient of funds shall within 30 days of commencement of construction, erect a temporary Project sign. The sign shall be plywood, MDO Exterior APA (4 feet by 6 feet) or (3 feet by 5 feet) (supported on two 4 inch by 4 inch posts with adequate bracing) or (otherwise securely mounted). The sign shall read as follows:

> "HOME funds provided by the Barnstable County HOME Consortium."

10. **Scope of Construction:**
The Borrower is responsible for ensuring that the scope of construction is sufficient such that each unit completed as part of the Project will meet all applicable Housing Quality Standards established by HUD as well as all applicable state and local code requirements. The Borrower also is responsible for ensuring that the scope of construction for the property does not include inappropriate or excessive amenities and that the cost of construction is reasonable. The Borrower shall schedule all job meetings, provide all relevant construction documentation, and other information as may be requested from the County's Lender Advisor, per the Lender Advisor agreement signed as part of the Loan Documents.

11. **Completion Certification:**
Upon completion of construction, the Borrower must place in the Project file a certification indicating that the property meets

all applicable Housing Quality Standards established by HUD as well as all applicable state and local code requirements.

12. **Release of Funds:**
The County will provide the Borrower, through a series of transfers from the U.S. Dept. of HUD Integrated Disbursement and Information System (IDIS), with a total amount not to exceed $250,000. The amount of each transfer, or drawdown, for the Project will be determined based upon written submission to the County, and approval by the County, of the direct Project expenditures to be covered by the draw. The procedure for requesting transfers or drawdowns is as set forth in the Loan Documents prepared by the County's counsel. In total, the sum of the transfers to the Project will not exceed $250,000. No more than 90% of the total amount of HOME funds committed shall be disbursed prior to the substantial completion of all construction work on the Property.

13. **Project Monitoring:**
The Borrower will maintain a file for the property, containing all certifications described in this Attachment. The Borrower must make its HOME files available to the County on an annual basis and from time to time, as the County chooses to monitor the Project.

14. **Deadline for Commitment of Funds:**
To ensure the timely use of HOME funds to the benefit of low-income households, all properties comprising the Project must be set up in the HUD Integrated Disbursement and Information System (IDIS), rehabilitation on the Project must have commenced, and the first requisition hereunder must have been paid, no later than the First Requisition Date. If all such conditions are not satisfied as of that date, DHCD reserves the right to cancel the conditional funding reservation to the Project.

15. **Deadline for Expenditure of Funds:**
All HOME funds for this Project must be expended no later than the Completion Date. Any funds remaining in the Project's IDIS account after that date will be recaptured.

MassDocs

MASTER SUBORDINATION AGREEMENT

Property Address:

102 Harmony Hill Drive

Bourne, Massachusetts

This Master Subordination Agreement (this "Agreement") is made as of the _____ day of July, 2017 by and among Rockland Trust Company, having an address at 288 Union Street, Rockland, Massachusetts 02370 (the "Senior Lender"); The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, 100 Cambridge Street, Suite 300, Boston, Massachusetts 02114 (the "Agent Lender"), for itself and as agent for the following lenders: The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development 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") and Community Economic Development Assistance Corporation, a body politic and corporate, duly organized and existing in accordance with Chapter 40H of the Massachusetts General Laws with an office at 18 Tremont Street, Suite 500, Boston, Massachusetts 02108 ("CEDAC") (the foregoing lenders, together with the Agent Lender, collectively the "Participating Lenders"); Barnstable County, a Massachusetts a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners having an address at Barnstable County Department of Human Services, P.O. Box 427, 3195 Main Street, Barnstable, MA 02630 (the "County"); Boston Capital Corporate Tax Credit Fund XLIII, A Limited Partnership, having an address of c/o Boston Capital Partners, Inc., One Boston Place, 21st Floor, Boston, Massachusetts 02108 (the "Investor"); Preservation of Affordable Housing LLC, a Massachusetts limited liability company, having an address at 40 Court Street, Suite 700, Massachusetts 02108 (the "Sponsor"); and Canal Bluffs P3 Preservation Associates Limited Partnership, a Massachusetts limited partnership, having an address at c/o Preservation of Affordable Housing, Inc., 40 Court Street, Suite 700, Boston, Massachusetts 02108 (the "Borrower"). The Senior

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Lender, the Investor, the County, the Sponsor and the Participating Lenders are each referred to as a Lender and collectively are referred to as the "Lenders".

BACKGROUND

A. The Borrower is the owner or ground lessee of certain real property and improvements thereon as more particularly described on Exhibit A (the "Property").

B. The Borrower is obtaining financing from the Lenders to construct at the Property 44 units of housing of which not less than 35 units will be affordable housing (the "Project"), as more fully set forth in the Affordable Housing Restriction (defined below) between the Borrower and the Participating Lenders of contemporaneous date herewith.

C. The Senior Lender has agreed to provide a construction loan to the Borrower for the Project in the original principal amount of Seven Million Six Hundred Eighty Thousand Dollars ($7,680,000.00) (the "Senior Loan"). The Senior Loan is evidenced and secured by the following documents, each of even date herewith: (a) a Promissory Note in the amount of the Senior Loan (the "Senior Note"), (b) a Construction Loan Agreement, (c) a first priority Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement and Fixture Filing encumbering the Property (the "Senior Mortgage"), recorded with the Barnstable Registry of Deeds (the "Registry") herewith, and (d) such other instruments as may be required by the Senior Lender (all such instruments being hereinafter collectively referred to as the "Senior Loan Documents").

D. The Participating Lenders have agreed to provide a subordinate loan in the aggregate amount of $1,868,000.00 to the Borrower for the Project comprised of the $550,000.00 loan from the Agent Lender to the Borrower under the HOME Program (the "DHCD HOME Loan"), the $1,000,000.00 loan from AHT to the Borrower under the AHT Program (the "AHT Loan"), and the $318,000.00 loan from CEDAC to the Borrower under the CBH Program (the "CBH Loan") (the foregoing loans collectively the "Participating Lender Loan"). The Participating Lender Loan is evidenced and secured by the following documents, each of even date herewith: (a) three Promissory Notes in the amount of the DHCD HOME Loan, AHT Loan and CBH Loan, respectively, (b) a Loan Agreement, (c) a Mortgage Security Agreement and Conditional Assignment of Leases and Rents recorded at the Registry herewith encumbering the Property (the "Participating Lender Mortgage"), and (d) such other documents as may be required by

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the Participating Lenders (all such instruments being hereinafter collectively referred to as the "Participating Lender Loan Documents").

E. The County has agreed to provide a subordinate loan to the Borrower for the Project in the original principal amount of Two Hundred Fifty Thousand Dollars ($250,000.00) (the "County Loan"). The County Loan is evidenced and secured by the following documents, each of even date herewith: (a) a Promissory Note in the amount of the County Loan, (b) a Loan Agreement, (c) a Mortgage, Security Agreement and Assignment of Leases and Rents encumbering the Property, recorded herewith in the Registry (the "County Mortgage"), and (d) such other instruments as may be required by the County (all such instruments being hereinafter collectively referred to as the " County Loan Documents").

F. The Investor has agreed to provide a construction loan to the Borrower for the Project in the principal amount of approximately One Million Nine Hundred Seven Thousand Eight Hundred Nine Dollars ($1,907, 809.00) (the "Investor Bridge Loan"), which loan is evidenced by a loan and security agreement by and between the Borrower and the Investor and secured by a Leasehold Mortgage granted by the Borrower to the Investor recorded with the Registry herewith (collectively, the "Investor Loan Documents").

G. The Sponsor has agreed to provide a subordinate loan to the Borrower for the Project, in the principal amount of approximately Two Hundred Eighty-Two Thousand Five Hundred Dollars ($282,500.00) (the "Sponsor Loan"), which loan is evidenced by a developer services agreement by and between the Borrower and the Sponsor (the "Sponsor Loan Agreement") and evidenced by a promissory note by the Borrower to the Sponsor (collectively, the "Sponsor Loan Documents").

H. The Participating Lenders, the Investor, the County and Sponsor are collectively referred to as the "Junior Lenders". The Participating Lender Loan Documents, the Investor Loan Documents and the Sponsor Loan Documents are collectively referred to as the "Junior Loan Documents."

I. The Borrower has also granted to the Participating Lenders an affordable housing restriction (the "Affordable Housing Restriction"), recorded with the Registry herewith, setting forth certain affordable housing restrictions, covenants and agreements with respect to the Property.

J. The Borrower is also entering into a Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants in favor of The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development (the "Regulatory Agreement") governing the low-income housing tax credits available to the Project under Section 42 of the United States Internal Revenue Code of 1986 as amended (the "Code"), recorded with the Registry herewith.

K. The Property is subject to and has the benefit of a comprehensive permit, issued by the Town of Bourne, 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 Registry in Book 22543, Page 48, as amended by that First Amendment of Decision on Comprehensive Permit dated November 15, 2007 and recorded with the Registry in Book 22542, Page 78, as further amended by that

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Second Amendment of Decision on Comprehensive Permit dated November 15, 2007, as further amended by that Third Amendment of Decision on Comprehensive Permit dated June 19, 2008 and recorded with the Registry in Book 23078, Page 248, as further amended by that Fourth Amendment of Decision on Comprehensive Permit dated May 12, 2009, as further amended by that Fifth Amendment of Decision on Comprehensive Permit dated July 16, 2009 and recorded with the Registry in Book 23949, Page 187, as further amended by that Sixth Amendment of Decision on Comprehensive Permit dated February 16, 2011 and recorded with the Registry in Book 25323, Page 158, as further amended by that Seventh Amendment of Decision on Comprehensive Permit dated October 5, 2011 and recorded with the Registry in Book 26174, Page 133, as further amended by that Eighth Amendment of Decision on Comprehensive Permit dated September 17, 2012 and recorded with the Registry in Book 26818, Page 55, as further amended by that Ninth Amendment of Decision on Comprehensive Permit dated November 23, 2015 recorded in Book 29400, Page 63 (as amended, the "Comprehensive Permit").

L. The Regulatory Agreement includes a Chapter 40B Rider that contains provisions relating to the Act and the Comprehensive Permit (the "40B Rider").

M. The Lenders wish to establish the relative priorities of (i) their respective notes, mortgages and assignments of rents, financing statements and agreements and the Affordable Housing Restriction with respect to the Property notwithstanding the order of recording of the Lenders' documents; (ii) their respective security interests with respect to the personal property and fixtures owned by the Borrower and used in connection with the Property; and (iii) rights arising from their respective loan documents (all the documents in the foregoing paragraphs, collectively, the "Loan Documents").

AGREEMENTS

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the parties hereby mutually covenant and agree as follows:

1. LENDERS' PRIORITY.

A. Subject to the provisions of Section 1.1.G. below, the covenants and obligations of the Borrower under the Junior Loan Documents and the Affordable Housing Restriction shall be subordinate in all respects, including, without limitation, payment, lien and bankruptcy, to the covenants and obligations of the Borrower under the Senior Note and the Senior Loan Documents, subject to the terms of this Agreement. The Junior Loan Documents and the Affordable Housing Restriction and the liens created thereunder shall be subject and subordinate (i) to the lien created by, as well as to all of the terms, covenants and conditions contained in, each of the Senior Loan Documents; and (ii) to any and all advances secured by the Senior Loan Documents, whether prior to or subsequent to the execution and recording of the Junior Loan Documents, Affordable Housing Restriction, or of this Agreement, including, without limitation, any and all increases therein made or incurred with respect to principal (but only if such increases are made in accordance with this Agreement), interest and other charges payable to the Senior Lender and secured by

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the Senior Loan Documents or to preserve the Property or the priority of the lien of the Senior Mortgage, or the collection of any indebtedness secured by the Senior Loan Documents (all of the foregoing clauses (i) and (ii) are collectively referred to as the "Senior Debt"). In case of any inconsistency between the provisions of this Agreement and the provisions of the Loan Documents, the provisions of this Agreement shall govern.

B. Notwithstanding the order in which the various mortgages and documents evidencing the security interests granted by the Borrower to the Lenders have been or are hereafter recorded and/or perfected the order of priority of the Loan Documents and the obligations secured thereby is and shall be:

First: the Senior Loan

Second: the Participating Lender Loan and the County Loan (in a shared pari passu position)

Third: the Investor Loan

Note: the Sponsor Loan is unsecured

C. The Junior Lenders each agree that the Affordable Housing Restriction is senior to the Junior Loan Documents, but subordinate to the Senior Loan Documents; provided, however, that the Senior Lender agrees that the Affordable Housing Restriction shall not terminate if the Property is acquired through foreclosure or by deed in lieu of foreclosure by (i) the Borrower, (ii) any person with a direct or indirect financial interest in the Borrower, (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"). For the purposes of this paragraph, an affidavit, duly recorded and executed under the penalties of perjury, by any purchaser from the Senior Lender at a foreclosure sale or by deed in lieu of foreclosure, stating that such purchaser is not a Related Party and further that (x) such purchaser has notified the Participating Lenders, in writing, of the identity of such purchaser, and its organizational structure and ultimate beneficial owners on HUD Form 2530 or its equivalent, if applicable, (y) a period of at least thirty (30) days has elapsed since such notice was given, and (z) the Senior Lender has not notified such purchaser that it has received written notice from the Participating Lenders that any of them has actual knowledge such purchaser is a Related Party, shall be conclusive evidence that such purchaser is not a Related Party, unless the Senior Lender itself has knowledge that such purchaser is a Related Party. Furthermore, if the Property is subsequently acquired by a Related Party during the period in which the Affordable Housing Restriction would have remained in effect but for the provisions of this Section, the Affordable Housing Restriction shall be revived and shall apply to the Property as though no lapse had occurred.

D. Subject to the provisions of Section 1.1.G. below, each of the Lenders agrees that notwithstanding any other provision to the contrary herein, the Affordable Housing Restriction shall terminate upon foreclosure or the grant of a deed in lieu of foreclosure only to the extent it is "financially infeasible" (as defined below) to maintain the level of

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affordability required by the Affordable Housing Restriction or some lesser level of affordability. Financial infeasibility shall be determined by the Senior Lender in its sole discretion, which determination shall be made by the Senior Lender during and in the context of the Senior Lender Standstill Period provided for in Section 4 below, provided, further that the Senior Lender may modify or change such determination from time to time both during and after the Senior Lender Standstill Period, and the Senior Lender shall promptly give written notice of such determination and any modification or change of such determination to the holders of the Affordable Housing 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 Lender 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. With respect to the determination of financial infeasibility by the Senior Lender, a duly executed affidavit setting forth its determination of financial infeasibility shall be conclusive evidence of such determination.

E. Each of the Lenders agrees that, notwithstanding any provision to the contrary in the Loan Documents granted to it, the Affordable Housing Restriction and the Loan Documents of the other Lenders shall be a permitted encumbrance or permitted exception under its respective Loan Documents.

F. All Lenders will each make reasonable efforts to consult with the other Lenders as to matters affecting their rights as lien holders, except that no other Lender shall have any obligation to consult with the Sponsor as to any matter concerning which, in its sole judgment, the Sponsor may have a conflict of interest as sponsor of the Project.

G. Notwithstanding the foregoing, the restrictions required by the Comprehensive Permit, as well as the rights and remedies of the parties with respect thereto, shall not lapse and shall apply to any mortgage holder or purchaser of Borrower's interest in the Property if the Borrower'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 Borrower's interest in lieu of foreclosure. Pursuant to the Comprehensive Permit, for so long as the Property is not in compliance with the established standards and requirements of the Municipality's zoning by-law, the Property shall be subject to the affordability requirements of the Comprehensive Permit and as set forth in the 40B Rider.

H. The parties hereto agree to execute, deliver and record such instruments as may be reasonably necessary or desirable to evidence or effectuate the provisions of this Agreement.

2. PARI PASSU INTERESTS OF PARTICIPATING LENDERS AND COUNTY

A. The Participating Lenders and the County agree that, notwithstanding the order of recording of the Junior Loan Documents granted by the Borrower to one or more of such

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Lenders, Participating Lender Loan Documents and the County Loan Documents shall be deemed to be of equal priority, to the same extent as if the Participating Lender Loan Documents and the County Loan Documents were secured by a single mortgage granted jointly and severally to all of such Lenders.

B. Subject to the limitations set forth in Section 6 below and provided that a Participating Lender or the County has not received notice and is not otherwise aware of any Event of Default (as defined in Section 4 below) (continuing beyond any applicable notice or grace periods) outstanding under any of the Participating Lender Loan Documents or the County Loan Documents, all payments received by any of the Participating Lenders or by the County in accordance with the terms of their respective Loan Documents may be accepted and applied in accordance with the Loan Document pursuant to which such payments were made. All payments received by any Participating Lender or by the County after such Participating Lender or the County has received or otherwise becomes aware of an Event of Default (whether by the exercise of remedies or otherwise) or as a result of a voluntary prepayment, eminent domain award or casualty proceeds (not applied to restoration of the Property and continuation of the Project in compliance with the Affordable Housing Restriction), or other payment not made in the ordinary course of business, shall be held in trust for the benefit of all of the Participating Lenders and for the County and shall be disbursed to them on a pro rata basis, determined in accordance with the ratio of the total amount of principal and accrued interest then owed to each of them to the total aggregate amount of principal and accrued interest then owed to all of them. Notwithstanding the foregoing, all payments received by any of the Participating Lenders or by the County shall be applied only in a manner consistent with the HOME regulations promulgated at 24 C.F.R. Part 92.

C. The Participating Lenders and the County will each make reasonable efforts to consult with the other Lenders as to matters affecting their rights as lien holders. Each Participating Lender and the County will execute, deliver and record such additional instruments as may be necessary or desirable from time to time in order to effectuate the provisions of this Section 2.

3. INSURANCE PROCEEDS/CONDEMNATION AWARDS/TAX AND INSURANCE ESCROWS AND RESERVES.

Each Junior Lender, its successors or assigns or any other legal holder of the Junior Lenders' mortgages, hereby agrees to and does subordinate unto the legal holder(s) of the Senior Mortgage:

A. All of its right, title, interest or claim, if any, up to the amount of the Senior Debt, in and to the proceeds of all policies of insurance covering the Property, for application towards the restoration of the Property (if all conditions precedent thereto under the Senior Loan Documents are met) or to the indebtedness secured thereby;

B. All of its right, title and interest or claim, if any, up to the amount of the Senior Debt, in and to all awards or other compensation made for any taking of any part of the Property, for application toward the restoration of the Property (if all conditions precedent thereto under the Senior Loan Documents are met) or to the indebtedness secured thereby; and

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C. All of its right, title and interest or claim, if any, up to the amount of the Senior Debt, in and to any and all sums in tax and insurance escrows and reserve accounts held for or in the name of the Borrower respecting the Property, for application toward the purposes for which such reserves or escrows were collected; provided that the same shall be applied in all cases in accordance with the provisions of the Senior Loan Documents.

Notwithstanding any provision to the contrary in the Senior Loan Documents, the Senior Lender hereby agrees that in the event of a casualty or condemnation affecting the Property, the Senior Lender shall consent to the application of any insurance proceeds or condemnation awards to the restoration of the Property if all of the following conditions are met: (i) sufficient insurance proceeds or condemnation awards are available and/or the Borrower deposits with the Senior Lender sufficient funds to pay the entire cost of repair, restoration, rebuilding or replacement as estimated by the Borrower and approved by the Senior Lender, such approval not to be unreasonably withheld; (ii) the Senior Lender approves in advance plans and schedule for such repair, restoration, rebuilding or replacement, such approval not to be unreasonably withheld; (iii) the insurance proceeds or condemnation awards, together with the Borrower's additional funds, if any, are held by the Senior Lender and disbursed pursuant to customary construction disbursement procedures as work is completed; (iv) the Borrower obtains such payment and performance bonds as are required by the Senior Lender; (v) the Borrower delivers to the Senior Lender an assignments of each contract for repair and a consent to each such assignment by the relevant contractor; and (vi) the Senior Lender determines that the fair market value of the Property after repair will be not less than its fair market value immediately prior to the casualty or condemnation. In the event that, following the application and disposition of the insurance proceeds and condemnation award and other funds in accordance with the above, any balance remains, then such excess shall be made payable to the Junior Lenders in the order and manner set forth in Sections 1.1.B. and 2.B. hereof and/or to such other persons legally entitled to the same.

4. DEFAULT AND FORECLOSURE. So long as any indebtedness to more than one Lender remains outstanding, each Lender shall provide to all other Lenders written notice of any "Event of Default" as defined in the applicable loan documents of such Lender except that no such notice shall be required to be given by the other Lenders to the Sponsor.

No Junior Lender shall take possession of the Property (except in the event of an emergency in order to protect the value thereof as collateral), commence any proceeding to foreclose its respective mortgage, whether by sale, possession or otherwise, or to accept any assignment or transfer in lieu of foreclosure or exercise any rights against any guarantor unless there has been an "Event of Default" as defined in its respective Loan Documents, and then not without first providing the Senior Lender and the other Lenders (except the Sponsor) with written notice of any such Junior Lender's intent to commence such proceedings or to take such action and a reasonable opportunity, not less than sixty (60) days after receipt of such notice, to attempt to structure a work-out or other arrangement to avoid such foreclosure, assignment, transfer, or exercise of rights to the reasonable satisfaction of such Junior Lender. If, upon expiration of the foregoing sixty (60)-day period, the Lenders (other than the Sponsor) have not agreed upon a work-out or other arrangement to avoid foreclosure, assignment, transfer or exercise of rights and such Junior Lender intends to take possession of the Project, such Junior Lender shall first provide to the Senior Lender for its review and approval a plan

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for the completion and operation of the Project, such approval not to be unreasonably withheld. Senior Lender agrees to respond to such plan within fourteen (14) days of receipt, provided, however, that failure to respond within fourteen (14) days shall not be deemed approval by Senior Lender. Notwithstanding the foregoing, if the Senior Lender elects by notice to the Junior Lenders and is diligently proceeding to either cure the "Event of Default" under such Junior Lender's Loan Documents or foreclose its mortgage, such Junior Lender shall suspend any and all action to foreclose its mortgage. Notwithstanding the other provisions of this Section 4, the Sponsor shall not commence any proceeding to foreclose its mortgage, whether in the event of default or upon maturity, and whether by sale, possession, or otherwise or accept any assignment or transfer in lieu of foreclosure without the written consent of the other Lenders, which consent may be withheld in their sole discretion.

The Senior Lender shall not foreclose the Senior Mortgage whether by sale, possession or otherwise or accept any assignment or transfer in place of foreclosure unless there has been an "Event of Default" as defined in the Senior Mortgage or in the Senior Loan Documents, and then not without first providing the Junior Lenders (except the Sponsor) with written notice of the Senior Lender's intent to commence such proceedings or to take such action and a reasonable opportunity, not less than sixty (60) days after receipt of such notice (the "Senior Lender Standstill Period"), to effect a cure, work-out or other arrangement to avoid such foreclosure, assignment or transfer, to the reasonable satisfaction of the Senior Lender. Nothing contained in this paragraph shall limit the rights of the Senior Lender to exercise rights and remedies under its Loan Documents within the Senior Lender Standstill Period, other than the commencement of any proceedings to foreclose the Senior Mortgage, whether by sale, possession or otherwise, or the acceptance of an assignment or transfer in lieu of foreclosure.

In the event Senior Lender conducts a foreclosure or other proceeding to enforce its rights under the Senior Mortgage and terminates the Affordable Housing Restriction in whole or in part and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages on the Property plus all future advances, accrued interest and all reasonable costs and expenses which the Senior Lender is entitled to recover pursuant to the terms of the Senior Mortgage, such excess shall be paid to the Participating Lenders and to the Sponsor (in the manner set forth in Sections 1.1.B. and 2.B. above) in consideration of the loss of the value and benefit of the rights and restrictions contained in the Affordable Housing Restriction and terminated in connection with such proceeding, provided, however, that prior to the payment of such excess by the Senior Lender to the Participating Lenders and to the Sponsor, the Participating Lenders and to the Sponsor shall indemnify and hold harmless the Senior Lender, as the case may be, from and against any loss, cost or damage that it may suffer as a result of a claim made on account of the payment of such excess to the Participating Lenders and to the Sponsor, the Senior Lender agreeing to give the Participating Lenders prompt notice of any such claim and agreeing not to object to the intervention by the Participating Lenders or the Sponsor in any proceeding relating thereto. To the extent that the Borrower possesses any interest in any amount which would otherwise be payable to the Participating Lenders or to the Sponsor under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to the Participating Lenders and to the Sponsor.

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The failure to send any notices under this section shall not affect the validity of any notice given to the Borrower or otherwise affect foreclosure proceedings or the exercise of any remedies by any Lender, or the validity of this Agreement.

No provision hereof shall be construed to limit the right of any of the Participating Lenders to take action against the Borrower to enforce any of the Affordable Housing Restriction (such as, but not limited to, injunctive relief), provided that such action shall not include acting as mortgagee in possession, accepting a deed in lieu of foreclosure, or commencing foreclosure proceedings, or in any other way affecting the priority of payments due to the Senior Lender or the collateral granted to it as security, except in accordance with the provisions of this Agreement.

Each Junior Lender agrees that its Junior Loan Documents shall not include provisions pursuant to which a default or Event of Default would arise thereunder solely by reason of a default or Event of Default occurring under a loan from such Junior Lender to the Borrower that is unrelated to the acquisition, development or operation of the Property and is not secured by the Property (a "Cross-Default Provision") and if any Cross-Default Provision is included in such Junior Lender's Junior Loan Documents, such Cross-Default Provision shall be null and void.

The Senior Lender agrees that if a default or Event of Default arises under the Senior Loan Documents solely because of a breach of a Cross-Default Provision, unless and until an independent default or Event of Default arises under the Senior Loan Documents (that is, as a result of a breach of covenant, warranty or representation other than a Cross-Default Provision), the Senior Lender shall (i) use reasonable efforts to notify the Junior Lenders of the breach of the Cross-Default Provision and (ii) refrain from exercising any remedy under the Senior Loan Documents on account of such default or Event of Default unless all of the Junior Lenders have consented in writing to such exercise, such consent not to be unreasonably withheld or delayed.

5. LOAN INCREASES. The Junior Lenders agree that if (i) an Event of Default has occurred under the Senior Note and the Senior Lender elects to convert unpaid and unaccrued interest under the Senior Note to additional principal due thereunder; or (ii) the Senior Lender has reasonably determined that it is necessary to advance additional funds to make reasonably necessary repairs or to prevent the occurrence of serious physical harm to the Property; (iii) the Senior Lender has reasonably incurred expenses to protect its interest in the Property, and as a result after notice to the other Lenders, the Senior Lender increases the amount of the Senior Loan by such amount(s), the Junior Lenders will execute such additional documents as the Senior Lender deems reasonably necessary to be assured that the Junior Loan Documents and the Borrower's obligations thereunder are subordinate to the Senior Loan Documents as they may be increased and/or amended for purposes set forth herein.

Similarly, the Junior Lenders agree that if a Junior Lender (other than the Sponsor) increases the amount of its loan for any of the above-described reasons, the other Junior Lenders will execute such additional documents as may be reasonably necessary to ensure that the Junior Loan Documents remain in the same order of priority as is set forth in Section 1.B. above.

6. SUBORDINATION OF PAYMENTS. The Junior Lenders agree that, except upon the maturity date of any Junior Loan (other than the Sponsor Loan) and except for certain required repayments from Excess Principal Advances (as defined in the Promissory Note evidencing the AHT Loan) or from

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Gross Cash Receipts (as defined in the Promissory Note evidencing the CBH Loan), no payments, prepayments or other distributions will be paid or payable under the terms of the Junior Loan Documents from the income of the Borrower and/or the Property unless at the time of such payment, prepayment or distribution, the income generated by the Borrower and/or the Property, as demonstrated by the Borrower's audited or certified financial statements, is sufficient to pay in a timely manner (i) all operating expenses necessary to operate properly the Property in accordance with the budget most recently approved by the Senior Lender, (ii) required contributions to reserves for replacements under the Senior Loan Documents or the Loan Documents of any Lender equal in priority, and (iii) all amounts due and payable under the Senior Loan Documents. The Sponsor further agrees that it shall receive only payments from the Borrower that are due under the Sponsor Loan Agreement approved by the other Lenders in accordance with its terms, and under no circumstances will the Sponsor accept a prepayment from the Borrower. Upon the occurrence of an Event of Default under the Senior Loan Documents, as determined by the Senior Lender and as set forth in writing to the Junior Lenders, no payments will be accepted under the Junior Loan Documents without the prior written consent of the Senior Lender, subject to Section 4 hereof. In the event the Junior Lenders receive any payments or other distributions of any kind from the Borrower or from any source whatsoever in respect to the Junior Loan Documents after receipt of notice of such an Event of Default, other than as permitted above, such payments or other distributions shall be received in trust and the Junior Lenders receiving such payments or distributions shall make all good faith efforts to see that such payments or distributions are promptly forwarded to the Senior Lender. Upon the occurrence of an Event of Default under the Participating Lender Loan Documents, as determined by such Lender(s) and as set forth in writing to the Sponsor, no payments will be accepted under the Sponsor Loan without prior written consent of such Lender(s).

7. LENDER AMENDMENTS. Except as otherwise provided in Section 4 herein, no Junior Lender shall modify or amend its respective Loan Documents in any material manner without the prior written consent of the Senior Lender and the Participating Lenders, which consents shall not be unreasonably withheld or delayed. The Senior Loan Documents shall not be modified or amended in a material manner that adversely affects the Junior Lenders' interests without the prior written consents of the Junior Lenders, which consents shall not be unreasonably withheld or delayed.

8. BANKRUPTCY. No Junior Lender shall, without the prior written consent of the Senior Lender and the Participating Lenders, commence or join with any other creditor in commencing any bankruptcy, reorganization or insolvency proceedings with respect to the Borrower.

9. SUBORDINATION TO PERMANENT LOAN. Each of the Lenders agrees to and acknowledges the following: (i) the Borrower intends to refinance the Senior Loan following completion and lease-up of the Project with a senior permanent loan from Massachusetts Housing Finance Agency (the "Permanent Lender") in the principal amount of Three Million Three Hundred Ninety-One Thousand Dollars ($3,391,000.00) (the "Permanent Loan"); (ii) the Lenders will permit such refinancing so long as the amount and the terms and conditions of the Permanent Loan are consistent with the terms and conditions set forth in that certain commitment letter from the Permanent Lender to Borrower, the Junior Lenders agree to subordinate to the Permanent Loan and agree that the mortgages securing the loans of the Junior Lenders shall be and remain subordinate in all respects to any executed and recorded document(s) securing the Permanent Loan and that this

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Agreement shall remain in full force and effect, with the Permanent Loan assuming the position of the Senior Loan hereunder. The Junior Lenders agree to execute, deliver and record such instruments as may be reasonably necessary or desirable to evidence or effectuate the provisions of this Section.

10. 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 forgoing methods shall be deemed given upon documented receipt or refusal.

11. TERMINATION OF AGREEMENT. The relative priorities of each Lender, as set forth herein, and the rights of each Lender, as provided hereunder, are applicable and available to that Lender only until the repayment of the obligations of the Borrower to that Lender which are subject to this Agreement and the expiration of the provisions of the Affordable Housing Restriction granted for the benefit of such Lender. Upon the repayment in full of such obligations and expiration of such Affordable Housing Restriction, that Lender shall no longer be a party hereunder, and the various relative priorities included above shall be deemed amended by the deletion of that (former) Lender herefrom, except that in the event that such (former) Lender is required, pursuant to Section 547 of the Bankruptcy Reform Act of 1978 or a successor provision, to repay any amount paid to that (former) Lender by the Borrower in satisfaction of such liabilities, then such Lender shall be deemed a party hereto entitled to all benefits hereunder to the extent that the proceeds of the collateral are thereafter distributed pursuant hereto.

12. LOAN DISBURSEMENTS.

A. Each advance of proceeds under each Lender's Loan ("Advance") shall be made on the basis of a requisition ("Requisition") submitted by the Borrower to the Lender from whom such Advance is being requested (the "Disbursing Lender"), with a copy of the Requisition sent simultaneously to the other Lenders. To the extent that the Requisition requests an Advance to pay for any construction work or other so-called "hard costs", such work and all invoices therefore shall also be inspected by the Lenders' construction consultants.

B. Each Requisition shall be in the form required under the Disbursing Lender's Loan Documents. The Disbursing Lender shall review the Requisition to determine that such Requisition conforms to the requirements of the Disbursing Lender's Loan Documents, and the other Lenders shall each review the Requisition to determine that such Requisition is consistent with the Project's construction budget and timeline, and to ensure that nothing has come to the attention of the Disbursing Lender and to the other Lenders which would justify a refusal of the Requisition. Each Lender's construction consultant shall be given notice of and shall have the right to attend all construction progress meetings and shall have the right to receive copies of all revised plans and change orders during the course of construction. As part of such review, each Lender shall also have the right to have

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such Lender's own construction consultant inspect the construction work and the Requisition.

C. The Lenders shall cooperate in making disbursements of proceeds from their respective Loans to the Borrower by (i) using the AIA requisition forms or other common requisition forms acceptable to the Lenders and similar requisition/disbursement procedures; (ii) sharing all information derived from construction progress inspections, subject to the provisions of any separate disbursement agreement among the Lenders or any of them; and (iii) using good faith efforts to approve (or disapprove) within ten (10) business days after receipt of a fully executed copy of each Requisition, the disbursement of funds under any Loan to the Project. Notwithstanding any of the foregoing provisions of this Section 12 to the contrary, nothing in this Agreement shall be deemed to preclude each Lender from making its own independent determination as to making or refusing to make an Advance to the Borrower under the terms of that Lender's separate agreement or agreements with the Borrower. Further, nothing in this Section 12 shall preclude a Lender from making an Advance of its own Loan proceeds to the Borrower from its own funds in response to a Requisition from the Borrower, notwithstanding the disapproval or objection by another Lender; provided that the Borrower acknowledges and agrees that the disapproving or objecting Lender(s) reserve their respective rights to withhold any further disbursements of their respective proceeds in accordance with the terms of their respective loan documents.

D. If no disapproval is given within the ten (10) business day period referred to above in preceding subsection C., then the Disbursing Lender may proceed to disburse funds, without prejudice to the right of any other Lender to subsequently disapprove in connection with its own Advances. In the event of disapproval, the disapproving Lender, shall specify in writing the reasons for disapproval and shall promptly forward such written disapproval to the other Lenders and the Borrower. Further, in the event of disapproval pursuant to clause (iii) in the preceding subsection C., the Borrower agrees to hold the Lender or Lenders to whom the Requisition was made harmless from any liability of any nature whatsoever arising out of such disapproval by any other Lender. If (x) a Lender objects to any Requisition and/or (y) a Requisition is revised to reflect the objections of a Lender, the Borrower will be responsible for forwarding to each Lender copies of the reasons cited for the objection, as well as the modified Requisition.

E. Upon the objection or disapproval of any Lender to a Requisition from the Borrower, the Borrower and the Lenders agree to seek in good faith a resolution of the reasons for the objection or disapproval. Notwithstanding any of the foregoing provisions of this Section 12 to the contrary, nothing in this Agreement shall be deemed to preclude each Lender from making its own independent determination as to making or refusing to make an Advance to the Borrower under the terms of that Lender's separate agreement or agreements with the Borrower. Further, nothing in this Section 12 shall preclude a Lender from making an Advance of its own Loan proceeds to the Borrower from its own funds in response to a Requisition from the Borrower, notwithstanding the disapproval or objection by another Lender; provided that the Borrower acknowledges and agrees that

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the disapproving or objecting Lender(s) reserve their respective rights to withhold any further disbursements of their respective proceeds in accordance with the terms of their respective agreements.

F. If the Borrower seeks additional funding from any Lender or approval from any Lender for any material revision to the Borrower's budget (each, a "Budget Revision"), the Borrower shall submit copies of the request for Budget Revision to all Lenders, and no Budget Revision shall be permitted without the written consent of all Lenders (other than the Sponsor). The Lenders (other than the Sponsor) agree that they shall consult each other in good faith within ten (10) business days of receipt of a request for a Budget Revision to determine whether to approve or disapprove of such Budget Revision. If verbal or written approval of the Budget Revision is given by the other Lenders, then the Borrower may make the Budget Revision. In the event of disapproval by any Lender of a request for a Budget Revision, the disapproving Lender shall specify in writing the reasons for disapproval and shall promptly forward such written disapproval to the other Lenders and the Borrower (the "Budget Disapproval Notice"). Upon the disapproval of any Lender to a request for Budget Revision from the Borrower, the Borrower and the Lenders agree to seek in good faith a resolution of the reasons for disapproval. If the Borrower and the Lenders are unable to agree in good faith upon a resolution of the reasons for disapproval of the requested Budget Revision within ten (10) business days of receipt of the Budget Disapproval Notice, then the requested Budget Revision shall not be made.

13. AGREEMENT TO ENTER INTO AGREEMENT AS TO SUBORDINATED LOANS UPON PERMANENT LOAN CLOSING. Upon the closing of the Permanent Loan, the parties agree that the Permanent Loan shall be senior in priority to the loans of the Junior Lenders and the parties shall enter into Agreement as to Subordinated Loans in the form attached hereto as Exhibit B. Notwithstanding Section 17 of this Agreement, upon recording of the Agreement as to Subordinated Loans, such agreement shall supersede and replace this Agreement in its entirety.

14. SHARING OF EXCESS PRINCIPAL ADVANCES. Each of the Participating Lenders' Promissory Notes contains a provision with respect to repayment of Excess Principal Advances (as defined therein). Repayments of Excess Principal Advances shall be shared pro rata by the Participating Lenders in accordance with the ratio of the outstanding principal amount owed to each of them to the total aggregate outstanding principal balance owed to all/both of them. For purposes of the foregoing sharing formula, at the election of the Undersecretary of the Massachusetts Department of Housing and Community Development, the outstanding principal amount of the HOME Loan shall be deemed to include the aggregate amount of tax credit equity invested in or loaned to Borrower.

15. SHARING OF NET CASH FLOW. Some or all of the Participating Lenders' Promissory Notes contain a provision requiring payments to the extent of 50% of the amount by which Gross Cash Receipts exceed Gross Cash Expenditures (both as defined therein) (the "Cash Flow Notes"). Such payments shall be allocated pro rata among the Cash Flow Notes in accordance with the ratio of the outstanding principal amount under each Cash Flow Note to the total aggregate outstanding principal balance under all Cash Flow Notes. For purposes of the foregoing sharing formula, at the election of the Undersecretary of the Massachusetts Department of Housing and Community Development, the

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outstanding principal amount under the HOME Note shall be deemed to include the aggregate amount of tax credit equity invested in or loaned to Borrower.

16. [RESERVED].

17. MISCELLANEOUS. This Agreement shall be governed by the laws of The Commonwealth of Massachusetts and shall inure to the benefit of, and be binding upon, the undersigned and their respective successors and assigns. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the parties and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Lenders or any of them. This Agreement shall remain in effect so long as the Loan Documents given to at least two Lenders hereunder remain outstanding. Nothing contained herein is intended to or shall impair the obligations of the Borrower to any Lender or to make the Borrower a third party beneficiary hereof, and no violation of any of the provisions hereof by any Lender shall constitute a defense for, or confer any other rights upon, the Borrower. Except as otherwise expressly provided herein, the rights of the parties to enforce the provisions of this Agreement shall not at any time be prejudiced or impaired (i) by any act or failure to act on the part of any of the parties, including, without limitation, any forbearance, waiver, consent, compromise, amendment, extension or renewal with respect to the Borrower's obligations to a party or any taking or release of or failure to protect or preserve any property of the Borrower, or (ii) by noncompliance by the Borrower with the terms of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. LOW INCOME HOUSING TAX CREDIT REGULATORY AGREEMENT. Each Lender hereby consents to the recording at the Registry of the Regulatory Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lender agrees that if such Lender or any successor or assign of such Lender, ever succeeds to or acquires all or any part of Borrower's interest in the Project, such Lender and any successor or assign of such Lender shall be bound by the terms and conditions of Section 42(h)(6)(E)(ii) of the Code that, during the three-year period following the termination of the Regulatory Agreement as the result of the Lender or any successor or assign of such Lender succeeding to or acquiring such interest by foreclosure or deed in lieu of foreclosure, such 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument under Massachusetts law, as of the date and year first above written.

SENIOR LENDER:
ROCKLAND TRUST COMPANY

BY:

_____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of July, 2017, 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 Rockland Trust Company, for its stated purpose as the voluntary act of Rockland Trust Company.

_____

Notary Public

My commission expires:

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AGENT LENDER:

THE COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By:

_____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of July, 2017, before me, the undersigned Notary Public, personally appeared _____ of the Department of Housing and Community Development ("DHCD"), proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ of DHCD, a department duly organized and existing pursuant to Massachusetts General Laws Chapter 23B as amended by Chapter 19 of the Acts of 2007, and as the voluntary act of DHCD.

_____

Notary Public:

My commission expires:

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COUNTY:
BARNSTABLE COUNTY

BY: _____

Name:

Title: County Commissioner

BY: _____

Name:

Title: County Commissioner

BY: _____

Name:

Title: County Commissioner

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of July, 2017, 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 names are signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as County Commissioners of Barnstable County, for its stated purpose as the voluntary act of Barnstable County.

_____

Notary Public

My commission expires:

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COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.
On this _____ day of July, 2017, 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 names are signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as County Commissioners of Barnstable County, for its stated purpose as the voluntary act of Barnstable County.

_____
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.
On this _____ day of July, 2017, 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 names are signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as County Commissioners of Barnstable County, for its stated purpose as the voluntary act of Barnstable County.

_____
Notary Public
My commission expires:

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INVESTOR:
BOSTON CAPITAL CORPORATE TAX CREDIT FUND XLIII, A LIMITED PARTNERSHIP

BY:

_____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of July, 2017, 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 Boston Capital Corporate Tax Credit Fund XLIII, A Limited Partnership for its stated purpose as the voluntary act of Boston Capital Corporate Tax Credit Fund XLIII, A Limited Partnership.

_____

Notary Public

My commission expires:

© 2006 Massachusetts Housing Partnership

SPONSOR:
PRESERVATION OF AFFORDABLE HOUSING LLC

By: Preservation of Affordable Housing, Inc., its sole member

By:_____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of July, 2017, 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 Preservation of Affordable Housing, Inc., the sole member of Preservation of Affordable Housing LLC, for its stated purpose as the voluntary act of Preservation of Affordable Housing LLC.

_____

Notary Public

My commission expires:

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BORROWER:

CANAL BLUFFS P3 PRESERVATION ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership

By: Canal Bluffs P3 LLC, a Massachusetts, limited liability company, its general partner

By: Preservation of Affordable Housing, Inc., an Illinois nonprofit corporation, its managing member

By:_____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of July, 2017, 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 Canal Bluffs P3 LLC, for its stated purpose as the voluntary act of Canal Bluffs P3 LLC.

_____

Notary Public

My commission expires:

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EXHIBIT A: LEGAL DESCRIPTION

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