

From the office of
Kate Mitchell, Attorney at Law
761 Main Street (Rt. 6A),
West Barnstable, MA 02668
Tel: 508-362-1369
Email: katemitchell@comcast.net

PURCHASE AND SALE AGREEMENT

This 3rd day of October 2016.

1. PARTIES AND MAILING ADDRESSES

Harwich Ecumenical Council for the Homeless, Inc. ("HECH")
120 Route 28, 3rd Floor, West Harwich, MA 02671

hereinafter called the **SELLER**, agrees to SELL and

Habitat for Humanity of Cape Cod, Inc.
411 Main Street, Suite 6, Yarmouthport, MA 02675

hereinafter called the **BUYER** or **PURCHASER**, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

1.75 acres, more or less, of vacant land in Harwich, MA, consisting of the back portion of 93 Main Street (Route 28) and the back portion of 97 Main Street, and including an area of vacant land of the front westerly portion of the 93 Main Street parcel running from Rt. 28 to the back portions of the property with sufficient frontage and area to be the access road for the back portions (the "Premises")

The property as a whole is described in two deeds both dated May 16, 2006 and recorded with the Barnstable Registry of Deeds in Book 21083 Page 22 and Book 21083 Page 20 respectively ("the Property" or individually, "Parcel(s)").

The Premises to be conveyed is more particularly described as Lots 1, 2, 3, 4, 5, and 6, and include an access road/driveway with cul-de-sac as shown on a draft plan entitled "Site Plan of #93 & #97 Main Street, West Harwich prepared for Habitat for Humanity" dated September 15, 2016 by down cape engineering, inc. (the "Plan"). The Plan is attached hereto as Exhibit A and made a part hereof.

The Property is to be subdivided as shown on said Plan, or some similar draft Plan approved by the Harwich Board of Appeals, the final Plan separating Lots #7

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(# 97 Main St.) and Lot #8 (#93 Main St.) with the buildings thereon, such Lots not to be sold as a part of this Agreement.

premises is vacant land

3. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not, or could not be used in such a way as to, prohibit or materially interfere with the use of said premises as a six lot affordable housing subdivision.

4. PLANS

As said deed will refer to a subdivision plan necessary to be recorded therewith, the SELLER and BUYER, in cooperation, shall seek the approval and endorsement of the Town of Harwich Board of Appeals such subdivision plan to be in a form adequate for recording or registration for delivery with delivery of the Deed.

5. PURCHASE PRICE

The agreed purchase price for said premises is **Two Hundred and Forty Thousand and 00/100 (\$240,000.00) Dollars** (See paragraph 17), of which

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\$	1.00	has been paid as a deposit with Offer and
\$	00.00	is to be paid as an additional deposit upon execution
\$	239,999.00	of Purchase and Sale Agreement
		are to be paid at the time of delivery of the deed by
		certified, cashier's, treasurer's or bank check(s), or
		Settlement Agent's IOLTA check or wire transfer.
<hr/>		
\$	240,000.00	TOTAL

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. TIME FOR PERFORMANCE; DELIVERY OF DEED

A good and sufficient Deed, conveying a good, clear and marketable title of record shall be delivered within fourteen (14) days from written notice from Buyer to Seller of the satisfaction of all of the contingencies set forth in paragraph 38 hereof, but no later than September 18, 2018, at the office of Buyer's counsel or the Barnstable County Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

8. POSSESSION AND CONDITION OF PREMISE

Full possession of said premises free of all tenants and occupants except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the

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delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. The SELLER shall not have to spend more than \$1,000.00 to satisfy the provisions of this Paragraph 9, exclusive of institutional mortgages.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at the BUYER's option, any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

This paragraph of the Agreement shall be construed to apply to matters effecting title, the physical condition of the Premises and compliance of the Premises with municipal, county, state or federal codes, ordinances, statutes or regulations concerning the Premises and to which the Premises are subject under the terms of this Agreement.

11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

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- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded in accordance with local conveyancing practices.

14. INSURANCE—Not applicable.

15. ADJUSTMENTS

Taxes for the then current fiscal year shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

16. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided

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that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

17. BROKER(S) WARRANTY

The Broker named herein, Tom Peterson of Peterson Realty warrants that the Broker is duly licensed as such by the Commonwealth of Massachusetts, and the exclusive representative of the SELLER.

The BUYER's Broker named herein Lynette Helms, warrants that the Broker is duly licensed as such by the Commonwealth of Massachusetts, and the exclusive representative of the BUYER.

18. BROKERS' FEE

The above-referenced SELLER's Broker and the above-referenced BUYER's Broker waive all fees due for professional services rendered as Brokers.

19. DEPOSIT

All deposits made hereunder shall be held in escrow by SELLER's attorney, Andrew L. Singer, as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER or a court of competent jurisdiction. Deposit shall be held in a non-interest bearing account.

20. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing and this shall be SELLER'S sole and exclusive remedy at law or equity for BUYER's breach.

21. RELEASE BY HUSBAND OR WIFE—not applicable

22. BROKER AS PARTY

The Brokers named herein join in this agreement and become parties hereto insofar as any provisions of this agreement expressly apply to the Brokers, and to any amendments or modifications of such provisions to which the Brokers agree in writing.

23. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

24. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker: None.

25. MORTGAGE CONTINGENCY CLAUSE — Not Applicable

26. LEAD PAINT LAW—Not Applicable

27. SMOKE DETECTORS—Not Applicable

28. CARBON MONOXIDE DETECTORS—Not Applicable

29. ADDITIONAL TITLE MATTERS AND CONDITIONS TO BUYER'S OBLIGATIONS

The BUYER's obligations hereunder are contingent upon the following:

- (a) No building, structure, improvement or property of any kind either encroaches upon or under the Premises from other properties;
- (b) The Premises abut, or have legal access to, a public way duly laid out or accepted as such by the Town or City in which said Premises are located;

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- (c) No proceeding for the exercise of the power of eminent domain with respect to the Premises or any part thereof is pending; and
- (d) The footprint of the affordable homes to be built upon the Premises are located within flood zone X as identified by federal law, thereby making flood insurance only an option and not a requirement for the eligible purchasers to whom Habitat will be selling the premises. See Paragraph 38(c) of this Agreement.

30. AFFIDAVITS AND CERTIFICATES

At the closing, SELLER shall execute and deliver to BUYER the following documents:

- (a) An affidavit stating that SELLER is not a foreign person under Internal Revenue Code section 1445;
- (b) An affidavit to BUYER and BUYER's title insurance company certifying that there are no parties in possession of said premises and that no work has been done on said premises which would entitle anyone to claim a mechanic's or material man's lien with respect to said premises;
- (c) Internal Revenue Code Section 1099 Forms and W-9 Forms; and
- (d) Any other affidavits and certificates customarily required by conveyancing attorneys in the Barnstable County area in connection with residential purchase and sale transactions of this type.

31. WARRANTIES AND REPRESENTATIONS

The SELLER warrants and represents the following to be true as of this date and as of the date of the closing:

- (a) The SELLER has not received any notice that the Premises are in violation of any federal, state or local environmental, sanitary, health or safety statute, ordinance, code, by-law, rule or regulation and that the SELLER has no actual knowledge of any such violations.
- (b) The SELLER has no knowledge of any pending betterment assessments, encumbrances and/or liens affecting the Premises, or the fixtures within the Premises.

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- (c) The SELLER has no knowledge of any underground fuel or chemical storage tanks on the Premises.

32. NOTICE

All notices required or permitted to be given hereunder shall be in writing and delivered in hand, or sent by facsimile ("fax"), by email, or by Federal Express or other recognized overnight delivery service, or mailed postage prepaid, by registered or certified mail, addressed to BUYER or SELLER at the address specified below or to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered in hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or, if so mailed, ten (10) business days after deposit with the U.S. Postal Service. In the case of fax notification, the party relying on such notification shall retain and present upon request a fax confirmation sheet which shows a minimum of: the date and time of the fax, the number of pages sent, the fax number to which it was sent, some indication that the transmission was successfully sent and that such transmission was sent readable side up. In the case of email notification, Notice shall be considered sufficient so long as the email is acknowledged as received by the recipient in writing. Simultaneously therewith, a copy of any Notice shall be sent by Facsimile or Email to SELLER's and BUYER's Attorneys at the number/address listed below. Any party may change its address for notice by written communication delivered as aforesaid.

To SELLER:

Harwich Ecumenical Council for the Homeless, Inc.
Attn: Susan Johnson, Executive Director
120 Route 28, 3rd Floor,
West Harwich, MA 02671
Tel:
Fax:
Email:

SELLER's Attorney:

Andrew L. Singer
Law Offices of Singer & Singer, LLC
26 Upper County Road
P. O. Box 67
Dennisport, MA 02639
Tel: (508) 398-2221
Fax: (508) 398-1568
Email: ALSinger@singer-law.com

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To BUYER: Habitat for Humanity of Cape Cod, Inc.
Attn: Victoria Goldsmith, Executive Director
411 Main Street, Suite 6
Yarmouthport, MA 02675
Tel; 508-362-3559
Fax: 508-362-3569
Email: vg@habitatcapecod.org

BUYER's Attorney: Kate Mitchell, Esq.
761 Main Street, P.O. Box 160
West Barnstable, MA 02668
Tel: (508) 362-1369
Fax: (508) 362-1368
Email: katemitchell@comcast.net

33. EXTENSION AUTHORITY

BUYER and SELLER grant to each of their respective attorneys authority to extend the time for performance herein unless written notice of revocation is received by said attorney.

34. FACSIMILE/SCANNED SIGNATURES

Facsimile signatures and/or scanned signatures via email shall be binding as original signatures and duplicate signature pages may be attached as one agreement.

35. APPLICABLE STANDARDS

Any matter or practice arising under or relating to this Agreement which is the subject of a title, ethical, or practice standard of the Real Estate Bar Association ("REBA") shall be governed by such standard to the extent applicable, unless otherwise provided for herein.

36. OFFER

not applicable

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37. POST-CLOSING COMPLIANCE AND ADJUSTMENTS

If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within two months of the date of delivery of the deed to the party to be charged, then such party agrees promptly to make a payment to correct the error or omission.

The parties hereto also agree to execute and deliver to the requesting party whatever additional documents or amendments to existing documents are reasonably required to effectuate the sale and purchase under this agreement provided such additional documents or amendments are prepared by the requesting party, and do not in any way adversely affect, or otherwise enlarge the liability of, any of the parties relative to said sale and purchase.

This paragraph 37 shall survive delivery of the deed.

38. CONTINGENCIES

- (a) Buyer having obtained the award and release of pre-development funds from the Harwich Affordable Housing Fund;
- (b) Buyer having obtained the award and release of funds for the purchase of the Premises from the Harwich Affordable Housing Fund and/or Community Preservation Committee of the Town of Harwich;
- (c) Buyer, at its expense and to its satisfaction in its sole discretion, obtaining the following information:
 - (i) there are no encroachments on the Premises;
 - (ii) there is legal access to and from a public road for the premises;
 - (iii) there is no presence of hazardous waste on the Premises or in the immediate vicinity that is likely to impact the Premises;
 - (iv) there are no endangered species on or near the Premises in accordance with the Massachusetts Natural Heritage and Endangered Species Act; or the Project, as designed by Buyer and approved by the Harwich Board of Appeals, to develop and construct six affordable single-family homes

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- will not result in a "take" of state-listed environmental species;
 - (v) the footprint of the six affordable homes can be laid out and the homes built so that the homes are **not** located within a flood zone that requires flood insurance to be purchased by the eligible purchasers to whom Habitat will be selling the premises thereby rendering the Project uneconomic; and
 - (vi) the Premises are buildable for the intended purpose of the construction, use and occupancy of six single-family affordable dwelling units and customary appurtenances thereto under all applicable land use laws, by-laws, and regulations.
- (e) Buyer having obtained all necessary permits and approvals for the subdivision of the Property and for the development and construction of a total of six affordable single family dwelling units on the Premises, which dwelling units will be includable on the Subsidized Housing Inventory compiled by the Department of Housing and Community Development for the Town of Harwich;
- (f) the lapse of all appeal periods for all permits obtained by the Buyer with no appeals having been filed;
- (g) Buyer shall have the right, from time to time, at Buyer's sole cost, expense, risk and hazard and in all such manner as Buyer may reasonably determine, without material damage being imposed upon the Premises and remaining unrepaired, to enter upon the Premises to make, or cause to be made, engineering and development findings and assessments in respect thereto, including (without limitation) surveying, conducting percolation tests, conducting test borings in order to determine subsoil conditions of ledge, peat or other soft materials, the making of tests to determine the presence of hazardous waste, and, in general conducting other tests, analyses and studies of the Premises. Buyer intends to conduct any and all such other research and assessments as Buyer deems necessary in order to determine whether the Premises meet all regulatory and permitting requirements and whether the development of a six parcel subdivision and construction of six affordable single-family homes is economically and financially feasible to BUYER and/or the eligible purchasers to whom Habitat will be selling the premises.

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In the event BUYER determines that the contingencies and/or conditions delineated above cannot be met or the development of the Premises is not feasible, is uneconomic for BUYER and/or the eligible purchasers to whom Habitat will be selling the premises, or permitting from the proper government agencies is not likely to be readily forthcoming, the BUYER may terminate this agreement on or before September 18, 2018, by written notice to the SELLER whereupon any payment made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. If the BUYER does not so notify the SELLER in writing on or before September 18, 2018, then the contingencies in this Paragraph 38 shall be deemed satisfied and of no further force or effect.

40. SELLER ASSENTS

SELLER hereby assents to, and joins in, all applications made by BUYER for permitting and the like whether with local, state or federal permitting authorities; and shall reasonably cooperate with BUYER in its assessments and investigations into the feasibility of the premises' development, use and occupancy of at least a six single family affordable homes.

41. HOLD HARMLESS

The parties acknowledge that there are tenants and their invitees that rent, occupy, use or visit the buildings and grounds of those portions of the Property which are not for sale, namely, Lots #7 (# 97 Main St.) and Lot #8 (#93 Main St.). SELLER hereby undertakes and agrees to save and hold harmless the BUYER from and against any and all claims pertaining to or relative to the portions of the Property which are not for sale, namely, Lots #7 (# 97 Main St.) and Lot #8 (#93 Main St.) including the buildings and grounds on said lots # 7 and #8, unless such claims arise from the acts or omissions of the BUYER or its consultants, contractors, employees, invitees, etc. In the event any such claim is made, asserted or arises against BUYER, SELLER shall save and hold harmless BUYER against such claims, including without limitation all costs and expenses, including attorneys' fees, which may be incurred by BUYER in defending against any such claim except as otherwise provided above.

This Paragraph 41 shall survive delivery of the Deed.

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42. ACCESS RESERVATION

The SELLER's obligation to sell is contingent upon the BUYER agreeing to a reservation being included in the deed from the SELLER to the BUYER for vehicular and pedestrian access and utility services to and from Lot #8 (#93 Main St.) and Route 28 (Main Street) over, along, on, and under the new access road/driveway as shown on Exhibit A along the entire frontage of Lot #8 with the new access road/driveway as shown on Exhibit A.

43. Studies and Plans

If the BUYER terminates the Agreement or if the closing does not take place for any reason, then the BUYER shall, within five (5) business days of such termination or closing date not occurring, deliver to the SELLER free of charge copies of all plans, studies, reports, inspection results, and the like prepared by or on behalf of the BUYER in connection with the permitting of the subdivision and home development on the Premises.

44. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

45. LOTS 7 & 8 NOT SUBJECT TO AHR, ETC.

The parties acknowledge, understand, and agree that Lots 7 & 8 of Exhibit A will not be subject to a Department of Housing and Community Development ("DHCD") Affordable Housing Restriction. HECH retains the right to review and approve, such approval not to be unreasonably withheld, any other restrictions or conditions imposed as part of the permitting process.

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FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER:

Harwich Ecumenical Council for the Homeless, Inc.

By: Robin D. Wilkins
Robin Wilkins, President

BUYER:

Habitat for Humanity of Cape Cod, Inc.

By: Victoria Goldsmith
Victoria Goldsmith, Executive Director

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made this 21 day of November 2016, by and between HARWICH ECUMENICAL COUNCIL FOR THE HOMELESS, INC. ["HECH"] of 120 Route 28, 3rd Floor, West Harwich, MA 02671, and HABITAT FOR HUMANITY OF CAPE COD, INC. ["Habitat"] of 411 Main Street, Suite 6, Yarmouthport, MA 02675.

WHEREAS, HECH owns the two adjacent properties located at 93 Main Street (Route 28) and 97 Main Street (Route 28) in West Harwich, Barnstable County, Massachusetts [collectively "Property"], the Property totaling approximately 2.5 acres of land and being presently improved with two single-family dwellings plus a detached barn; and

WHEREAS, Habitat has entered into a Purchase and Sale Agreement dated October 3, 2016, ["P&S Agreement"] for the purchase of 1.75 acres, more or less, of the rear vacant portion of the Property with sufficient frontage and area for an access road to and from Main Street (Route 28) ["Vacant Land"], and FURTHER WHEREAS, Habitat as set forth in the P&S Agreement is seeking regulatory approval to subdivide the Property into eight lots plus a road layout and will be purchasing the fee in the road layout and Lots 1-6 as shown on the draft plan attached to the P&S Agreement as Exhibit A for the purposes of constructing six affordable single-family homes and HECH will retain ownership of Lot 7 and 8 (containing the existing dwellings and barn to remain as market rate lots) with a reserved right to use the new access road appurtenant to Lot 8; and

WHEREAS, the Massachusetts Department of Housing and Community Development as part of its review of the proposal has requested additional documentation regarding Habitat's site control of the Property for purposes of regulatory permitting.

NOW THEREFORE, HECH and Habitat agree as follows:

1. This Memorandum of Understanding is a supplement to the P&S Agreement and does not change any of the provisions set forth in the P&S Agreement.
2. For purposes solely of Habitat's LIP 40B Application to the Commonwealth of Massachusetts and Town of Harwich, HECH has given site control of the Property to Habitat in connection with the proposed subdivision and redevelopment of the Property as set forth in the P&S Agreement.
3. Upon issuance of a Comprehensive Permit for the proposed subdivision and redevelopment of the Property, Habitat will purchase the fee in the road layout and Lots 1-6 as shown on the draft plan attached to the P&S Agreement as Exhibit A, and HECH will retain ownership of Lot 7 and 8 (containing the existing dwellings and barn to remain as market rate lots) with a reserved right to use the new access road appurtenant to Lot 8. If the Comprehensive Permit is not issued, Habitat may terminate the transaction as set forth in the P&S Agreement.
4. HECH reserves the right to continue operating, maintaining, and leasing the existing structures and improvements on the land during the term of the P&S Agreement and this Memorandum of Understanding.

5. The governing law for this Memorandum of Understanding shall be the Commonwealth of Massachusetts.
6. This Memorandum of Understanding may not be amended or modified except with the written consent of both parties. Neither party may assign or subcontract its rights or obligations under this Memorandum of Understanding in whole or in part without the prior written of the other party.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER:

Harwich Ecumenical Council for the Homeless, Inc.

By: Robin Wilkins
Robin Wilkins, President

BUYER:

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