

Preserving and Revitalizing NH Resident- Owned Communities

2024 PRICE Act Submission to U.S.
Housing and Urban Development

Lead Applicant: New Hampshire Community Loan Fund

Partner: New Hampshire Community Development Finance Authority

Application Attachments A - E

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Attachment A: Advancing Racial Equity

New Hampshire Community Loan Fund

Advancing Racial Equity

NHCLF encourages access to resources and financing, especially for underserved communities and individuals. NHCLF does not discriminate on the basis of race, creed, gender, national origin, sexual orientation or physical disability.

NHCLF is a social justice organization. NHCLF's lending, training, and technical assistance are means to achieve justice for underserved populations of people and sectors. NHCLF recognizes that banking and housing have historically and contemporarily been steeped in structural oppression and racism, and it's our role to help change that.

NHCLF is committed to Diversity, Equity, and Inclusion (DEI). In 2021, the organization created a cross-functional, staff-led DEI committee with representation from each department. That committee continues to meet monthly to discuss educational topics and how to move our DEI work forward within the organization. Through the group's work, the Mars Hill Group were identified to provide an ongoing learning curriculum for our staff. The monthly all-staff DEI meetings and staff participation are tracked.

ROCs' bylaws state on the first page that membership eligibility is defined without regard to their social, political, racial, color, national origin, religious, age, sex, sexual orientation, physical or mental disability, or familial or marital status.

Racial make-up of ROCs in New Hampshire: The State of New Hampshire is predominantly white (87.2%, U.S. Census 2020) and ROC homeowners reflect the state's population. NHCLF collects self-reported surveys and tracks income, race, and disability status.

Potential barriers to communities of color: Despite the relatively small percentage of minority groups in the state, NHCLF recognizes that language can be a barrier for New Americans. Sometimes cars can be a barrier for New Americans, due to the largely rural nature of ROCs. It is NHCLF's intention and goal to remove barriers to accessing services that are caused by a person's limited English proficiency.

Steps to reduce language barriers: NHCLF uses the Language Bank, a nonprofit enterprise providing in-person interpreters with more than 60 languages, and written translation for more than 150 languages. NHCLF will employ translation services, both written and oral, to ensure that all people at ROCs obtaining PRICE Act funding are able to access information about the work in their own language. No limited English-speaking person will be denied access to a NHCLF program because the person does not speak English or communicates in English on a limited basis.

ROCs themselves are overcoming language barriers. Sometimes ROCs will secure an interpreter so a New American family can better partake of membership meetings, and sometimes English-speaking family members attend and help with interpretation.

Steps to reduce the vehicle barrier: NHCLF works with Overcomers Refugee Service and the Organization for Refugee and Immigrant Success to help New Americans buy homes in ROCs. What is being recommended is to encourage multiple families to purchase homes in the same or nearby ROCs, and purchase a vehicle together and share it.

Tracking Progress: NHCLF will track demographic data about ROCs that receive PRICE Act funded projects, and this includes tracking race. NHCLF will also track when and how often translation services are employed to interpret information about PRICE Act projects.

Attachment B: Affirmative Marketing

New Hampshire Community Loan Fund

Affirmative Marketing

NHCLF is committed to affirmatively marketing PRICE Act funding throughout the State of New Hampshire. Our primary target audience is the 149 Resident-Owned Communities (ROCs) in New Hampshire, plus manufactured housing parks wishing to own and preserve their communities and become ROCs. NHCLF is committed to sharing PRICE Act information with all of the State's ROCs, and to communities that wish to become ROCs, to facilitate equal access.

NHCLF has a long-standing and proven approach to reach and engage the ROC statewide system. NHCLF communicates to ROCs through several ways: Email to ROC leaders, ROC2ROC (an organization consisting of ROC leaders), an active ROC Facebook page. In addition, NHCLF provides numerous training and engagement opportunities through the conversion process, a Leadership program, and ROC Operations, which instructs on how to manage community infrastructure over the long term.

For the PRICE Act, ROCs were made aware of the potential funding through a survey that was sent to all 149 ROCs inquiring about their infrastructure needs. All 149 ROCs were made aware through email to ROC Boards, through ROC2ROC, and through a Facebook notice (as well as a public notice in the Union Leader) about the public hearing that was held on May 13, 2024.

In addition to sharing the project information and opportunity directly with ROCs, NHCLF has made the programming publicly available on its website, as well as shared through all social media channels.

NHCLF has an existing Language Access Plan with translation/interpretation services readily available, as needed. Keeping with our commitments to accessibility; both ASL and Spanish language translations were available for the live May 13th meeting, and both French and Spanish translations are available upon request online with our published documents.

We confirm our commitment to Fair Housing and Affirmatively Furthering Fair Housing and agree to use the Fair Housing logo on all marketing materials developed for this PRICE programming. These affirmations will be required of all sub-recipients benefitting from this funding. NHCLF will provide technical assistance, as needed, to ensure that ROCs are affirmatively marketing housing opportunities to all.

Attachment C: Affirmatively Furthering Fair Housing

New Hampshire Community Loan Fund

Affirmatively Furthering Fair Housing

As a certified Community Development Financial Institution (CDFI) and a Welcome Home Loan lender (single-family housing), NHCLF is an equal opportunity lender and is fully committed to Affirmatively Furthering Fair Housing.

There are 149 Resident-Owned Communities in New Hampshire. NHCLF is committed to sharing PRICE Act information with all 149 ROC's in the State to facilitate equal access to the opportunity.

Examples of our commitment to Fair Housing and the meaningful actions taken by the Community Loan Fund are outlined below.

ROC Documents

- ROCs' bylaws state on the first page that membership eligibility is defined without regard to their social, political, racial, color, national origin, religious, age, sex, sexual orientation, physical or mental disability, or familial or marital status. The last page includes the International Cooperative Principles, the first of which is a pledge to maintain Voluntary and Open membership without gender, social, racial, political or religious discrimination.
- New member applications (all prospective residents of a ROC complete an application) include the Fair Housing logo and includes a commitment to non-discrimination (ex. The Cooperative does not discriminate based on age, sex, race, creed, color, marital status, familial status, physical or mental disability or national origin or on account of that person's sexual orientation in the approval of its members.)

Training:

- During the acquisition process, new ROC boards and membership committees receive Fair Housing training from the ROC-NH Training Team.
- All ROC members have access to a virtual Fair Housing Training through ROCKET, a training platform run by ROC USA.
- ROCs also receive ongoing technical assistance through ROC-NH which may include continued training and support on upholding Fair Housing requirements in their communities.

Other:

- ROCs conducting membership orientations with prospective new members of the community are required to display the Fair Housing logo in the room where the meeting is taking place.
- New Americans and Limited English Proficiency Individuals: Community Loan Fund works with Overcomers Refugee Service and the Organization for Refugee and Immigrant Success to help New Americans buy homes in ROCs. New Americans benefit from stabilized rents, allowing greater opportunity to set aside funds for other expenses, such as a vehicle. Through our existing Language Access Plan, we can assist New Americans, those deaf or hard of hearing, and others with Limited English Proficiency, with translation and interpretation services to ensure equal access.
- Community Loan Fund intends to adopt the attached Sample Fair Housing Resolution prior to initiating the PRICE program activities.



New Hampshire Community Loan Fund
 7 Wall Street, Concord, NH 03301
 Phone: (603) 224-6669 | Fax: (603) 225-7425
 info@communityloanfund.org
www.communityloanfund.org

Sample Fair Housing Resolution

LET IT BE KNOWN TO ALL PERSONS of the State of New Hampshire that discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, sex, national origin, religion, familial status(families with children), or handicap (disability) is prohibited by Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Act); the Age Discrimination Act of 1975 adds prohibition of discrimination based on age to programs and activities receiving federal financial assistance; the New Hampshire Law Against Discrimination (RSA 354-A), in addition to the Federal Fair Housing Act protected classes adds prohibition of discrimination based on age, sexual orientation, gender identity, or marital status; and, the U.S. Department of Housing and Urban Development issued a notice interpreting federal statutes that requires accommodations for persons that use service or support animals because of a disability. It is the policy of the New Hampshire Community Loan Fund to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, sex, national origin, religion, familial status, disability, age, sexual orientation, gender identity, marital status, and use of service or support animals. Therefore, Community Loan Fund does hereby pass the following resolution.

BE IT RESOLVED, that within available resources the Community Loan Fund will assist all persons who feel they have been discriminated against because of race, color, sex, national origin, religion, familial status, disability, age, sexual orientation, gender identity, marital status, and use of service or support animals to seek equity under federal and state laws by filing a complaint with the New Hampshire Human Rights Commission and the U.S. Department of Housing and Urban Development, Boston Regional Office, whichever is chosen by the person filing the complaint.

BE IT FURTHER RESOLVED that Community Loan Fund shall make publicly known this Resolution and through this publicity shall cause owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Act, the New Hampshire Law Against Discrimination, and any local laws or ordinances.

FURTHER ACTION will at a minimum include, but not to be limited to:

- (1) Conduct at least one fair housing activity in support of the Community Development Block Grant project to better inform citizens of their rights under the Fair Housing Law and the New Hampshire Law Against Discrimination;
- (2) Display Fair Housing posters at conspicuous and appropriate locations;
- (3) Develop and implement affirmative marketing plans for any assisted housing project that makes available five or more units of housing; and
- (4) Use the fair housing logo on all materials dealing with its housing programs such as but not limited to:
 - a. Public advertisements for vacancy or discussing the program
 - b. Applications for assistance
 - c. Contracts supporting federal programs
 - d. Municipal letters dealing with the federal programs

Persons with a disability that require a reasonable accommodation to be able to access any notification, please contact the business offices of *(Name of Municipality and Address, Phone, TTY, e-mail and website)*.

Persons with Limited English Proficiency who require a document translation of any notification, please contact the business offices of *(Name of Municipality and Address, Phone, TTY, e-mail and website)*.

Duly adopted at the regular meeting of the Community Loan Fund on _____, 20_____.

 Printed Name of Authorized Official

 Title

 Signature

 Date Adopted



Attachment D: Eligible Applicants Documentation

New Hampshire Community Loan Fund

Eligible Applicants Documentation

NHCLF is a Certified Community Development Financial Institution with 501c3 nonprofit status. NHCLF is eligible for funding as an “Other: 25” applicant. The organization has an active SAM account. NHCLF confirms that the organization is not delinquent on any federal debt, nor is the organization Debarred or Suspended. There are no Mandatory Disclosures to report, nor are any Lobbying activities planned using PRICE funds. We confirm that the proposed activities are consistent with eligible uses as outlined in the PRICE NOFO.

We are partnering with New Hampshire Community Development Finance Authority (NH CDFA), a State Chartered entity, also eligible for PRICE funding.

Both NHCLF and NH CDFA confirm that we are in Good Standing with the State of New Hampshire and have no pending Civil Rights matters.

Other sub-recipients, including municipalities and Resident-Owned Communities, will be selected through an application process. Government entities and cooperatives are both eligible to receive PRICE funding per the NOFO.

Project partners confirm that only one application is being submitted under this NOFO.

All statements made in the application and attached materials are true and accurate to the best of our knowledge and do not include any false statements that we are aware of.

The following documents are included in this attachment:

- Sam.gov registration (1 page)
- IRS Determination Letter (4 pages)
- NHCLF Articles of Agreement (9 pages)
- NHCLF Bylaws (13 pages)
- State of New Hampshire Certificate of Good Standing (1 page)

NEW HAMPSHIRE COMMUNITY LOAN FUND INC

Entity Information

● Active Registration

Expiration Date

Mar 8, 2025

Physical Address

7 Wall ST
Concord, New Hampshire
03301-3741, United States

Mailing Address

7 Wall Street
Concord, New Hampshire
03301-3741, United States

Purpose of Registration

Federal Assistance Awards Only

Version

Current Record ▼

BUSINESS INFORMATION

<p>Doing Business As (blank)</p> <p>Division Name (blank)</p> <p>Congressional District New Hampshire 02</p>	<p>URL http://www.communityloanfund.org</p> <p>Division Number (blank)</p> <p>State/Country of Incorporation New Hampshire, United States</p>	<div style="background-color: #e6f2ff; padding: 5px;">Registration Dates</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid #ccc; padding: 5px;"> Activation Date Mar 12, 2024 </td> <td style="width: 50%; padding: 5px;"> Initial Registration Date Jun 17, 2005 </td> </tr> <tr> <td style="border-right: 1px solid #ccc; padding: 5px;"> Submission Date Mar 8, 2024 </td> <td style="padding: 5px;"></td> </tr> </table>	Activation Date Mar 12, 2024	Initial Registration Date Jun 17, 2005	Submission Date Mar 8, 2024							
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Owner</th> <th style="width: 20%;">CAGE</th> <th style="width: 50%;">Legal Business Name</th> </tr> </thead> <tbody> <tr> <td>Immediate Owner</td> <td>(blank)</td> <td>(blank)</td> </tr> <tr> <td>Highest Level Owner</td> <td>(blank)</td> <td>(blank)</td> </tr> </tbody> </table>	Owner	CAGE	Legal Business Name	Immediate Owner	(blank)	(blank)	Highest Level Owner	(blank)	(blank)	<div style="background-color: #e6f2ff; padding: 5px;">Entity Dates</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid #ccc; padding: 5px;"> Entity Start Date Sep 21, 1983 </td> <td style="width: 50%; padding: 5px;"> Fiscal Year End Close Date Jun 30 </td> </tr> </table>	Entity Start Date Sep 21, 1983	Fiscal Year End Close Date Jun 30
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Highest Level Owner	(blank)	(blank)										
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**District
Director**

P.O. Box 1680, GPO Brooklyn, N.Y. 11202

AUG 22 1986

▶ New Hampshire Community Loan
Fund, Inc.
One South Street P.O. Box 666
Concord, NH 03301

Date:
Employer Identification Number:
22-2524015
Our Letter Dated:
May 22, 1984
Person to Contact:
J. McGovern
Contact Telephone Number:
(617) 223-6434

Dear Gentlemen:

- This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

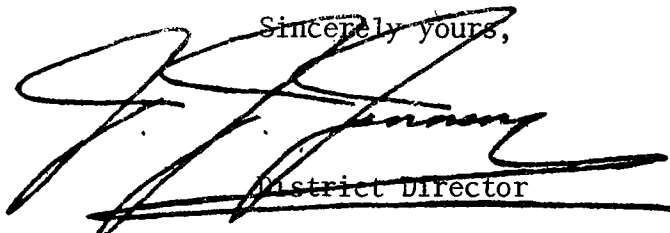
Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(1) & 170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the Code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) & 170(b)(1)(A)(vi) status, or acquired knowledge that the Internal Revenue Service has given notice that you would be removed from classification as a section 509(a)(1) & 170(b)(1)(A)(vi) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



District Director

cc:

Letter 1050(DO)(7-77)

Internal Revenue Service**Department of the Treasury****P. O. Box 2508
Cincinnati, OH 45201****Date:** February 7, 2002**Person to Contact:**
Paul Perry 31-07423
Customer Service RepresentativeNew Hampshire Community Loan Fund
7 Wall St
Concord, NH 03301-3741**Toll Free Telephone Number:**
8:00 a.m. to 6:30 p.m. EST
877-829-5500**Fax Number:**
513-263-3756**Federal Identification Number:**
22-2524015

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in May 1984 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

-2-

New Hampshire Community Loan Fund
22-2524015

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

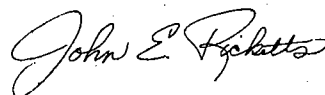
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: February 24, 2003

New Hampshire Community Loan Fund
7 Wall Street
Concord, NH 03301-3741

Person to Contact:

Jeremy L. Vogelpohl 31-03888
Customer Service Representative

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Employer Identification Number:

22-2524015

Dear Sir or Madam:

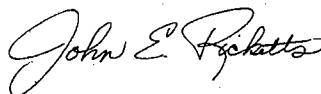
This is in response to your request of February 11, 2003 regarding a copy of your organization's exemption application and letter of determination.

We were unable to locate these documents. However, we can affirm that your organization received exempt status in May 1984 and is currently exempt under section 501(c)(3) of the Internal Revenue Code. Because your organization will not be able to provide a copy of its application on request, it should keep a copy of this letter in its permanent records.

If your organization filed for exemption after July 15, 1987, or had a copy of the application on July 15, 1987, it is required to make available for public inspection a copy of its exemption application, any supporting documents, and the exemption letter to any individual who requests such documents in person or in writing. The law also requires you to make your organization's annual return (if you are required to file one) available for public inspection for three years after the due date of the return. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



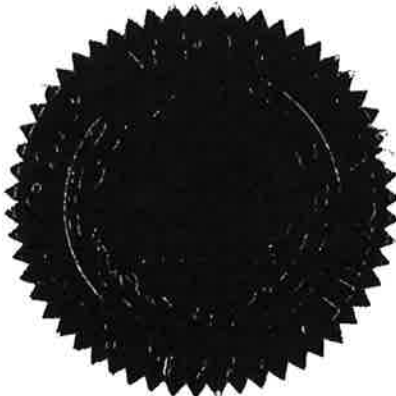
John E. Ricketts, Director, TE/GE
Customer Account Services

State of New Hampshire

OFFICE OF SECRETARY OF STATE



I, WILLIAM M. GARDNER, Secretary of State of the State of New Hampshire, do hereby certify that the following and hereto attached Articles of Agreement of New Hampshire Community Loan Fund, Inc. have been recorded in the Records of Voluntary Corporations, Volume 1092, Page 281.



*In Testimony Whereof, I hereto set my hand and
cause to be affixed the Seal of the State, at
Concord, this ...21st.. day of ..September
A.D. 19 83*

William M. Gardner
.....
Secretary of State

The State of New Hampshire

FILED

ARTICLES OF AGREEMENT

SEP 21 1983

NEW HAMPSHIRE
SECRETARY OF STATE

The undersigned, being persons of lawful age, associate under the provisions of the New Hampshire Revised Statutes Annotated, Chapter 292 by the following:

Article 1. The name of this corporatic.. shall be
New Hampshire Community Loan Fund, Inc.

Article 2. The object for which this corporation is established is

See Appendix A attached hereto

*Article 3. In case of dissolution of corporation, the assets shall be distributed to

See Appendix B attached hereto

Article 4. The address at which the business of this corporation is to be carried on is
c/o Community Economic Development Program
New Hampshire College
2500 North River Road
Manchester, New Hampshire 03104

Article 5. The amount of capital stock, if any, or the number of shares is - N/A

Article 6. Signatures and post office address of incorporators

Signatures and Names

Post Office Address

- | | |
|--|---|
| <p>1. <u>Gracia Berry</u>
Signature
<u>GRACIA BERRY</u>
Name (please print)</p> | <p>1. <u>Old Chatham Rd</u>
Street
<u>MARLBOROUGH NH. 03455</u>
City/Town State Zip</p> |
| <p>2. <u>Victoria Pulos</u>
Signature
<u>victoria Pulos</u>
Name (please print)</p> | <p>2. <u>RFD 1</u>
Street
<u>Berlin, NH 03570</u>
City/Town State Zip</p> |
| <p>3. <u>Janice A. Loiseau, R.S.M.</u>
Signature
<u>JANICE A. LOISELLE, R.S.M.</u>
Name (please print)</p> | <p>3. <u>21 Searles Road</u>
Street
<u>Windham NH 03087</u>
City/Town State Zip</p> |
| <p>4. <u>Rebecca A. Storey</u>
Signature
<u>Rebecca Ann Storey</u>
Name (please print)</p> | <p>4. <u>RED #2 Box 206 Gordon Hill Road</u>
Street
<u>New Hampton NH 03256</u>
City/Town State Zip</p> |
| <p>5. <u>Michael Swack</u>
Signature
<u>Michael Swack</u>
Name (please print)</p> | <p>5. <u>15 Marie Ave</u>
Street
<u>Cambridge MA 02139</u>
City/Town State Zip</p> |

**Town (or City) Clerk's office, Town (or City) of _____

Received and recorded this _____ day of _____ 19____

APPENDIX BIn the Event of Dissolution:

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the Superior Court of the County in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

In the event of dissolution the Board of Directors shall make the final determination as to the disposition of client records, notification of clients, etc.

APPENDIX A

Corporate Purpose:

- 1) To provide access to housing and productive resources for lower income households and other disadvantaged people;
- 2) To conduct public discussion groups, forums, panels, lectures, and other similar programs designed to educate the public about the benefits of housing and worker cooperatives, and other such programs directed at the financing needs of such cooperatives;
- 3) To support the development of a stable and productive economic base in and for local communities, and thereby relieve the burdens of government;
- 4) To create alternative models of financing for community economic development which encourage investment by local community organizations, churches, and individual residents, and promote greater responsiveness to community and low income needs on the part of conventional lending institutions through:
 - a) Direct lending to community based development projects;
 - b) Loan referral, packaging, and management assistance for potential lenders and borrowers;
 - c) Technical assistance to community based not-for-profit organizations in developing their own management capabilities.
- 5) To conserve and enhance the quality and productivity of land and natural resources, while ensuring that low and moderate income people share in the use and enjoyment thereof.

RECEIVED

AUG 5 12 31 PM '82

CITY CLERK'S OFFICE
MANCHESTER, N. H.

CITY CLERK'S OFFICE
MANCHESTER, N. H.

Received August 5, 1983
31 minutes past 12:00 o'clock in
the afternoon, and recorded in records of
the Corporations
of said city, Vol. 11, Page 192, 93, 94
By me, *[Signature]* Deputy

RECEIVED

SEP 20 1983

NEW HAMPSHIRE
SECRETARY OF STATE

Date _____

Check No. 1168

Amount 10 -

Anney

*668-2900
Elliott Berry
Call if any problems*



State of New Hampshire

OFFICE OF SECRETARY OF STATE



I, *ROBERT P. AMBROSE*, Deputy Secretary of State of the State of New Hampshire, do hereby certify that the following and hereto attached **AFFIDAVIT OF AMENDMENT OF THE NEW HAMPSHIRE COMMUNITY LOAN FUND HAVE BEEN RECORDED IN THE RECORDS OF VOLUNTARY CORPORATIONS, VOLUME 1-2, PAGE 292.**



In Testimony Whereof, I hereto set my hand and
cause to be affixed the Seal of the State, at
Concord, this ...**30th**...day of...**March**.....
A. D. 19...**84**.....

Robert P. Ambrose

Deputy Secretary of State

AFFIDAVIT OF AMENDMENT
(Reference RSA 292:5 & 292:7)

FILED
MAR 30 1984
NEW HAMPSHIRE
SECRETARY OF STATE

(Please complete in black type or ink)

I, the undersigned, being the Vice President of
(clerk, secretary or other officer)
the New Hampshire Community Loan Fund,

a New Hampshire voluntary corporation, do hereby certify that at a meeting

duly called for the purpose, held on March 29, 1984, in
(date)

Hooksett, N.H., by a majority vote of said
(town/city and state)

corporation, VOTED THAT:

see attachment one

A true record, attest: Gracia Berry Gracia Berry
(clerk, secretary or other officer)

Date signed March 29 1984

Filing fee payable to Secretary of State - \$10.00.

File original with Office of the Secretary of State, Corporations Division
Mailing address: State House, Room 204, Concord, N. H. 03301
Location: 3rd Floor, State House Annex

File copy with Clerk of the town/city of the principal place of business.

attachment one

Amendments to the Articles of Agreement
as adopted by the
New Hampshire Community Loan Fund
on March 29, 1984

1. Notwithstanding any other provision of these articles, the corporation is organized exclusively for one or more of the following purposes: religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition (but only if no part of its activities involve the providing of facilities or equipment) or for the prevention of cruelty to children or animals, as specified in section 501(c)(3) of the Internal Revenue Code of 1954, and shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954.

2. No part of the net earnings of the corporation shall inure to the benefit of any member, trustee, director, officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation), and no member, trustee, officer shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the corporation.

3. No substantial part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting, to influence legislation (except as otherwise provided by Internal Revenue Code section 510(h), or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

4. The corporate offices shall be moved to Concord, N.H. and shall have Box 666, Concord, N.H. 03301 as its mailing address.

CITY CLERK'S OFFICE

MANCHESTER, N. H.

May 22, 1984

Received at

..... minutes past, 2 o'clock in

the after noon, and recorded in Records of

..... Corporations.....

of said city, Vol. 11 Page 286-287

By me, *Edward P. [Signature]*
Deputy CITY CLERK

MAY 22 2 00 PM '84



New Hampshire Community Loan Fund, Inc.

AMENDED AND RESTATED BYLAWS

ARTICLE I

Name

The name of this organization shall be the New Hampshire Community Loan Fund, Inc. (Community Loan Fund);

ARTICLE II

Form of organization

The organization is and shall remain a non-profit, voluntary association, organized and incorporated pursuant to New Hampshire RSA Chapter 292.

ARTICLE III

Purpose

Corporate Purpose (as set forth in the Articles of Agreement dated September 21, 1983 as the same may be amended from time to time):

1. To provide access to housing and productive resources for lower income households and other disadvantaged people;
2. To conduct public discussion groups, forums, panels, lectures, and other similar programs designed to educate the public about the benefits of housing and worker cooperatives and other such programs directed at the financing needs of such cooperatives;
3. To support the development of a stable and productive economic base in and for local communities and thereby relieve the burdens of government;
4. To create alternative models of financing for community economic development which encourage investment by local community organizations, churches, and individual residents, and promote greater responsiveness to community and low income needs on the part of conventional lending institutions through:
 - a. Direct lending to community-based development projects;
 - b. Loan referral, packaging, and management assistance for potential lenders/investors and borrowers;

- c. Technical assistance to community-based not-for-profit organizations in developing their own management capabilities; and
5. To conserve and enhance the quality and productivity of land and natural resources, while ensuring that low and moderate income people share in the use and enjoyment thereof.

ARTICLE IV

Annual Meeting

The annual meeting of the membership shall be held in December at a time and place to be decided upon by the Board of Directors for the election of the Board of Directors and Officers and the transaction of such other business as may properly come before the meeting.

ARTICLE V

Board of Directors

A. Number, Election, and Term.

1. The Board of Directors hereafter referred to as “the Board,” shall consist of not fewer than eleven (11) and not more than seventeen (17) individuals as regular members.
2. In addition to regular members, the immediate past Chair may serve ex-officio with full voting rights for one year after his or her last Board term is finished and shall serve on the Executive Committee during that year.
3. In addition to regular members, the President shall also serve ex-officio with full voting rights.
4. The election of Directors shall take place at the Annual Meeting of the membership after consideration of the slate presented by the Governance Committee, which may solicit suggestions for such nominations from borrowers, investors, the Board, and others with whom the Community Loan Fund has been involved throughout the State of New Hampshire. Elected Directors shall take office at the end of the Annual Meeting.
5. The Board shall include at least one member of each of the following groups:
 - a. Borrowers;
 - b. Investors;
 - c. Low-income community groups; and
 - d. The banking industry.
6. Vacancies on the Board occurring between annual meetings shall be filled by election by the remaining Board, from candidates presented by the Governance Committee. The person so elected shall hold office for a full three (3) year term.
7. The term of membership shall be three (3) years. No regular Board member shall serve more than three (3) full consecutive terms. Prior Board members shall be eligible for

election to the Board after a minimum of one (1) year from the last date of service on the Board.

8. In addition to regular members, as the founding Board Chair, the sole Emeritus Board member was elected by the Board for Emeritus status for a renewable three (3) year term and has all rights and privileges of a regular Director, including voting rights, but without term limits.

B. Duties, Powers, and Responsibilities

1. The Board shall be vested with the power and authority to carry out the affairs of the Community Loan Fund including, but not limited to, decision-making authority on the making of loans and other matters to regularly come before the Board.
2. The Board shall establish and approve policies governing the day-to-day operation of the Community Loan Fund. The core policies, which are the Financing, Investor, Investment and Personnel policies, should be reviewed no less often than every two (2) years.
3. The Board shall review and approve annual financial reports of the Community Loan Fund, including, but not limited to, the annual operating budget and the audited financial statements.
4. The Board shall recruit, hire, and replace the President. It shall fix the terms of compensation, benefits, duties, and responsibilities of the President in accordance with the Board-approved personnel policy.
5. The Board shall require periodic reports on the operations of the Community Loan Fund from the President.
6. The Board shall serve without compensation for their service as Directors.

C. Conflict of Interest

Directors and members of all committees shall be under an affirmative obligation, in regard to any matter under consideration by the Board or by their committee, to disclose any actual or potential conflicts of interest of themselves or of members of their families or any organization with which they are affiliated in accordance with the Conflict of Interest policy, at least once per year. Directors having any such interests shall not participate in the discussion of the motion on or decision of such matter. The Board shall review the Conflict of Interest policy at least every two (2) years.

ARTICLE VI

Board Meetings

1. The Board shall meet at least six (6) times per year.

2. The Chair of the Board may call special meetings of the Board at any time. Special meetings of the Board may also be called upon the written request of five (5) members of the Board.
3. The Secretary or the President shall send notices of both regular and special meetings to each member of the Board at least 48 hours before such meetings. Notice of special meetings must include the purpose for which the meeting is called. Notice may be provided via email, nationally recognized overnight courier service, United States Postal Service, hand delivery and telefax. Meetings may be held telephonically with all members present able to hear one another.
4. The Board is authorized to act by unanimous written consent in lieu of a meeting.
5. A quorum of the Board shall consist of eight (8) members of the Board. The Board members constituting the quorum may be any voting members including regular members, ex-officio members (including President and Past-Chair), and the Emeritus Member. Actions of the Board shall be taken, once a quorum exists, by majority vote of those members present in person or through a conference call in which all members present can hear one another.
6. Any member of the Board who shall be absent from three (3) consecutive Board meetings without adequate explanation or is absent from a majority of meetings within twelve (12) months may be notified that such member is deemed to have submitted their resignation from the Board. The Chair shall provide notice to such a member prior to a Board vote accepting that member's resignation.

ARTICLE VII

Officers

A. General

1. The officers of the Community Loan Fund shall be members of the Board and shall be: Chair, Vice-Chair, President, Secretary, Vice-Secretary, Treasurer and Vice-Treasurer, whose duties shall be those usually performed by such officers and those specified in these Bylaws, and shall be members of the Executive Committee as well as performing other duties as the Board may prescribe.
2. The Board shall elect the officers, except the President, after consideration of the slate presented by the Governance Committee.
3. With the exception of the President, the term of office is one (1) year. Elected officers, other than the President, shall take office at the end of the meeting at which they are elected. No person shall hold the same office for more than three (3) consecutive years except the President.

B. Duties, Powers, and Responsibilities

1. The Chair shall preside at all meetings of the Board and Executive Committee and may serve as an ex-officio member on all committees other than the Audit Committee. The Chair shall have the authority to sign all contracts and obligations authorized by the Board; shall send written notices of termination of service to the Board members who have been absent, as defined in these Bylaws; and shall, with the approval of the Board, appoint legal counsel and an auditor.
2. The Vice-Chair shall perform all duties of the Chair in the event of the absence or inability of the Chair to act (by reason of vacancy or otherwise), and shall serve on such committees as the Chair shall direct.
3. The Secretary shall handle the general correspondence of the Board; shall attend and keep all minutes of the Board; and shall perform all such duties as incident to the office.
4. The Vice-Secretary shall perform all duties of the Secretary in the event of the absence or inability of the Secretary to act (by reason of vacancy or otherwise).
5. The Treasurer shall be the overseer of finances of the Community Loan Fund and shall cause to be prepared annual financial statements, certified by an independent certified public accountant, for presentation to the Board on or before the Annual Meeting.
6. The Vice-Treasurer shall perform all duties of the Treasurer in the event of the absence or inability of the Treasurer to act (by reason of vacancy or otherwise).

ARTICLE VIIIPresident

1. The Board shall hire a President to be responsible for the day-to-day operations of the Community Loan Fund. The President shall have the authority to administer the Community Loan Fund in keeping with the core policies established by the Board.
2. The President shall be a member of the Board, the Executive Committee, and all other committees except the Audit Committee and Governance Committee.
3. The President shall recruit, hire, terminate, and fix the terms of compensation, benefits, duties, and responsibilities of all employees other than for him/herself in accordance with a Board-approved personnel policy.

ARTICLE IXMembership

The membership of the Community Loan Fund shall consist solely of the members of the Board.

ARTICLE XCommittees**A. Appointment of the Committee Chairs**

1. The Governance Committee shall appoint the chairs of all standing and ad hoc committees, after consultation with the President and the Board Chair.
2. The chairs of the standing committees shall be selected from among the current members of the Board.
3. Each committee chair shall verify and cause written minutes of all committee meetings to be made and submitted to the Secretary, who shall keep copies of the same and deliver copies to the committee members. Copies shall be available to all Directors of the Board at their request.

B. Membership and Actions of the Committees

1. The Governance Committee shall appoint all committee members, in consultation with the committee chairs, the Board Chair, and the President.
2. Any member of the standing committees who shall be absent from three (3) consecutive meetings without adequate explanation, or is absent from a majority of meetings within twelve (12) months, may be notified by the chair of the committee that such member is deemed to have resigned from such committee.
3. Notice may be provided via email, nationally recognized overnight courier service, United States Postal Service, hand delivery and telefax.
4. Actions of all committees shall be taken, once a quorum exists, by majority vote of those members present in person or through a conference call in which all members present can hear one another.

C. The Standing Committees shall be:

1. Executive Committee,
2. Credit Committee,
3. Governance Committee,
4. Audit Committee,
5. Finance Committee,
6. Philanthropy Committee, and
7. IT Committee.

D. Duties, Functions, Roles, and Responsibilities.

1. Executive Committee.

- a. There shall be an Executive Committee consisting of the officers of the Board including the immediate past Chair, if existing. To the extent permitted by law, the Executive Committee shall exercise the powers of the Board when action is needed between Board meetings. No action by the Executive Committee shall relieve any Director of any responsibilities imposed by law upon them.
- b. Meetings of the Executive Committee shall be held upon call by the Chair upon 48 hours prior notice in writing. Three (3) Executive Committee members shall constitute a quorum at any meeting thereof. Actions of the Executive Committee shall be taken, once a quorum exists, by majority vote of those members present in person or through a conference call in which all members present can hear one another.
- c. The Executive Committee is authorized to act by unanimous written consent in lieu of a meeting.
- d. Any action taken by the Executive Committee shall be reported to the Board at its next meeting.
- e. The Executive Committee may make loan and other decisions that need action between Board meetings.
- f. The Executive Committee shall evaluate the President and perform an executive compensation review on an annual basis.

2. Credit Committee.

- a. The Credit Committee shall consist of at least eight (8) members, of which three (3) shall be members of the Board and the other members shall include the members of the Senior Management Team . A quorum of the Credit Committee shall consist of five (5) committee members..
- b. At least every two (2) years, the Credit Committee shall review the Financing Policy and recommend updates and revisions, as necessary, to the Board for approval.
- c. The Credit Committee shall review prospective borrower loan proposals and small business financing proposal presented by the staff under the Committee's authority, as delineated in the Financing Policy approved by the Board. The Committee may call a special meeting to review any loans that need action prior to the next regular Credit Committee meeting, upon notice to each Committee member prior to the meeting.

3. Governance Committee.

- a. The Governance Committee shall consist of a minimum of three (3) members, of which two (2) shall be members of the Board. A quorum of the Governance Committee shall consist of two (2) members of the Board. The President may staff the Governance Committee but may not be a voting board member of this committee.
- b. The Governance Committee shall submit to the Board its recommendation for nominees for Directors and Officers for election. In preparing its recommendations it shall consider suggestions from the Board, lending institutions, borrowers, Investors, and low-income community groups.
- c. At least every two (2) years, the Governance Committee shall develop, review, and recommend, for ratification by the Board, the qualification criteria for membership to the Board. At least every two (2) years, the Committee shall lead the Board in a self-assessment process.
- d. The Governance Committee shall appoint committee chairs and members, in consultation with the Board Chair and President. In making appointments to any committee, the Governance Committee shall consult with the chair of that committee.
- e. The Governance Committee shall work throughout the year to determine the needs of each office, committee, or function to be filled annually by election or appointment. The Governance Committee shall review and evaluate individual member performance. It shall recognize and address the need to constantly develop responsible, dynamic leadership within the Community Loan Fund. It shall work closely with the Board Chair and all related standing committees.
- f. At least every two (2) years, the Governance Committee shall review the bylaws and recommend revisions, as necessary, to the Board for approval.

4. Audit Committee.

- a. The Audit Committee shall consist of a minimum of three (3) members, of which at least two (2) shall be members of the Board other than the Treasurer. A quorum of the Audit Committee shall consist of two (2) members of the Board. Additionally, no member of the Finance Committee, nor the President or other staff, shall be a member of the Audit Committee.
- b. The Audit Committee shall each year recommend to the Board, for Board appointment, a certified public accountant to audit the Community Loan Fund's financial statements at such intervals and terms as the Audit Committee shall determine to be reasonable and prudent.
- c. The auditor shall present audit findings directly to the Audit Committee, and each year the auditor shall present a letter of comments on the Community Loan Fund's financial controls and accounting. The Audit Committee shall recommend to the Board actions in response to the auditor's letter of comments and management's response.
- d. The Audit Committee shall perform an annual review of the Enterprise Risk Management program.

5. Finance Committee.

- a. The Finance Committee shall consist of a minimum of three (3) members of the Board. A quorum of the Finance Committee shall consist of two (2) members of the Board. The committee chair shall be the Treasurer of the Board. No member of the Finance Committee shall be a member of the Audit Committee.
- b. The Finance Committee shall review and recommend an annual operating budget for Board approval prior to the start of the new fiscal year. The budget shall include operating expenses, fundraising needs and estimated internal sources of revenue, and a capital budget.
- c. The Finance Committee shall consult with all related standing and ad hoc committees as appropriate.
- d. The Finance Committee shall periodically review the Community Loan Fund's idle fund investments for soundness, safety and liquidity needs in accordance with the Investment Policy. At least every two (2) years, the Finance Committee shall review the Investment Policy.
- e. The Finance Committee shall meet at least quarterly to review the financial position of the Community Loan Fund and report the findings to the Board.

6. Philanthropy Committee.

- a. The Philanthropy Committee shall consist of at least five (5) members, of which at least three (3) shall be members of the Board. A quorum of the Philanthropy Committee shall consist of two (2) members of the Board.
- b. The Philanthropy Committee shall engage the Board in resource development activities including ambassadorship, cultivation, and stewardship to meet organizational goals for charitable gifts and investments of capital.
- c. At least every two (2) years, the Philanthropy Committee shall review the Investor Policy and the Gift Acceptance Policy and recommend updates and revisions, as necessary, for Board approval.

7. IT Committee

- a. The IT Committee shall consist of a minimum of three (3) and a maximum of seven (7) members, of which at least two (2) shall be members of the Board. A quorum of the IT Committee shall consist of two (2) members of the Board. The Community Loan Fund's Information Security Officer shall staff the Committee.
- b. The IT Committee shall:
 - Monitor staff reports on digital information security and information technology functions in all areas of the Community Loan Fund's business activities;
 - Review the IT Strategic Plan and the Written Information Security Program (WISP) annually, and any policies defined in the WISP at the frequency specified therein, and recommend updates and revisions, as necessary, for Board approval;
 - Review, and monitor resolution of, all findings resulting from IT audits, recurring IT log reviews, and any other IT system accountability reports.

E. Advisory and Ad Hoc Committees

1. The Board Chair may appoint Advisory and Ad Hoc committees in consultation with the Governance Committee Chair.
2. Chairs of Advisory and Ad Hoc committees shall verify and cause written minutes of all committee meetings to be made and submitted to the Secretary, who shall keep copies of the same and deliver copies to the committee members. Copies shall be available to all Directors of the Board at their request.

ARTICLE XILegal Counsel

The Board Chair, with the approval of the Board, shall appoint legal counsel. All appropriate legal matters shall be promptly referred by the Board to counsel for opinion and advice. Charter, Bylaws, and subsequent amendments to the same shall be submitted to legal counsel with such other matters, as the Board and President deem appropriate.

ARTICLE XIIAudit

The books of the Community Loan Fund shall be audited annually by a certified public accountant appointed by the Board Chair and approved by the Board after recommendation by the Audit Committee.

ARTICLE XIIIFiscal Year

The fiscal year of the Community Loan Fund shall be July 1 through June 30.

ARTICLE XIV

Indemnification of Directors and Officers

1. Rights. Subject to limitations in this Article, the Community Loan Fund shall indemnify its Directors and officers, including those formerly holding such positions, for all claims and liabilities actually and reasonably incurred, including reasonable expenses and attorney's fees, to which they may become subject by reason of their positions with the Community Loan Fund or their actions on its behalf or by reason of their indemnifications shall apply whenever such person is a party to any threatened, pending or completed actions, suit or proceedings, whether civil, criminal, administrative investigative (other than an action by or in the right of the Community Loan Fund). The Community Loan Fund may directly pay or settle any such claims and liabilities as are determined by the Board. The foregoing shall not be exclusive of any other rights to which such persons by lawfully entitled.
2. Limitations. Notwithstanding the provisions of Section 1 of this Article, no indemnification shall be provided for any person with respect to any matter as to which he or she is determined not to have acted in good faith in the reasonable belief that the action was in, or not opposed to, the best interest of the Community Loan Fund, and, with respect to any criminal action or proceeding, where the person is not determined to have had no reasonable cause to believe the conduct was unlawful. If these determinations are not made in a legal proceeding related to the claim, the Board may make them. If not made or able to be made by either, the determination shall be made by independent legal counsel appointed by the Community Loan Fund. Payment of expenses incurred in defending a civil or criminal proceeding in advance of its final disposition may be made only upon receipt by the Community Loan Fund of an undertaking to repay such amounts if the person shall be determined to be not entitled to indemnification under this Article.

ARTICLE XV

In the Event of Dissolution

1. Upon the dissolution of the Community Loan Fund, the Board shall, after paying or making provision for the payment of all of the liabilities of the Community Loan Fund, dispose of all of the assets of the Community Loan Fund exclusively for the purposes of the Community Loan Fund in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)3 of the Internal Revenue Code of 1986, as amended, as the Board shall determine. Any of such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the Community Loan Fund is then located, exclusively for such purposes or to such organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

2. In the event of dissolution, the Board shall make the final determination as to the disposition of client records, notification of clients, etc.

ARTICLE XVI

Parliamentary Authority

Robert's Rules of Order Revised shall constitute the ruling authority in all cases in which they are not inconsistent with these Bylaws or with any statute of the state.

ARTICLE XVII

Amendments

1. These Bylaws may be amended by a two-thirds vote of the Board members present at the annual meeting, or at a special meeting of the Board, providing notice of the proposed amendment has been sent to all voting members not less than two (2) weeks before the meeting and providing that a copy of the proposed amendment shall accompany the notice.
2. Notice of special meetings must include the purpose for which the meeting is called. Notice may be provided via email, nationally recognized overnight courier service, United States Postal Service, hand delivery and telefax. Meetings may be held telephonically.

Historical Annotation: On July 25, 1983, the Board of the New Hampshire Community Loan Fund, Inc. met to approve the Bylaws of the Community Loan Fund. By a majority vote of the members present, the Board voted that the Bylaws of the Community Loan Fund conformed to the Articles of Agreement enacted on September 21, 1983 by the Community Loan Fund's original incorporators. These Amended and Restated Bylaws were revised on September 10, 1985, October 24, 1991, October 22, 1992, September 23, 1993, February 24, 1994, December 7, 1995, January 23, 2003, May 25, 2006, September 23, 2010, December 8, 2011, December 11, 2014, December 8, 2016, December 6, 2018, December 10, 2020, and have been revised most recently as of June 30, 2023.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE COMMUNITY LOAN FUND, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 21, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **45937**

Certificate Number: **0006686224**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Attachment E: Evidence of Partnership Letters

New Hampshire Community Loan Fund



New Hampshire Community Loan Fund
7 Wall Street, Concord, NH 03301
Phone: (603) 224-6669 | Fax: (603) 225-7425
info@communityloanfund.org
www.communityloanfund.org

May 7, 2024

Memorandum of Understanding

Memorandum of Understanding (MOU) between the New Hampshire Community Development Finance Authority (NH CDFA) and the New Hampshire Community Loan Fund to complete the goals of the PRICE Act. Both organizations have agreed to the following “term sheet” in order to maximize both organization’s strengths.

This Memorandum of Understanding shall be active for the period coinciding with the PRICE Act funding application of 2024. Active dates: October 1, 2024 through all fund deployment and final reporting by September 30, 2030.

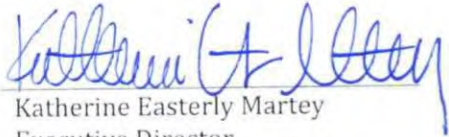
Goals: Over the five-year grant period, NHCLF anticipates that the following will be accomplished:

- 15 to 18 ROCs will be able to repair needed infrastructure (\$60M).
- 25 to 30 pads for new homes, and homes set, increasing the supply of affordable housing (\$500,000)
- 2 to 4 new ROCs are created through land purchased beneath their homes, preserving between 750 and 900 homes for affordable housing (\$5M).
- 4 to 7 ROCs can complete their projects with Gap Financing (\$3M).
- Technical assistance to prepare ROCs for infrastructure repair that will be shared nationally, including a video.

Partner Coordination with NH CDFA: As part of the coordination between the two organizations, NH CDFA will provide the following:

- Review draft structuring documents and provide feedback.
- Provide programmatic guidance related to HUD specific questions and HUD regulations.
- Provide support in the sub-applicant review process.
- Provide resources, such as the implementation guide and consultant list.
- Assist with developing monitoring procedures.
- Monitoring checklist templates.
- Provide ongoing review and feedback on program design and implementation.
- Assist with developing reporting structure and timelines.
- Provide applicable templates and provide design support.
- Provide consultant options for DRGR reporting.

NH CDFA's costs will be 1% of the total grant award.



Katherine Easterly Martey
Executive Director
New Hampshire Community
Development Finance Authority



Sarah Marchant
Chief Operating Officer
New Hampshire Community Loan Fund



New Hampshire Community Loan Fund
 7 Wall Street, Concord, NH 03301
 Phone: (603) 224-6669 | Fax: (603) 225-7426
 info@communityloanfund.org
 www.communityloanfund.org

Partnership Agreement between:
 New Hampshire Community Development Finance Authority
 And
 New Hampshire Community Loan Fund

To complete the goals for the PRICE Act, NH Community Loan Fund and NH Community Development Finance Authority (NH CDFFA) have agreed to the following goals. Both organizations have agreed to the following partnership “term sheet” in order to maximize both organization’s strengths.

This Partnership Agreement shall be active for the period coinciding with the PRICE Act funding application of 2024. Active dates: October 1, 2024 through all fund deployment by September 30, 2030.

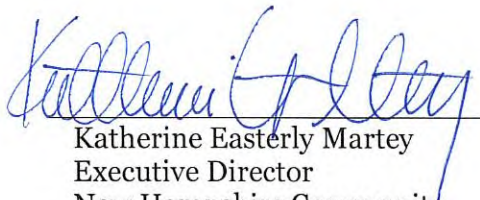
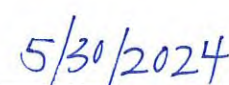
Goals: Over the five-year grant period, NHCLF anticipates that the following will be accomplished:

- 15 to 18 ROCs will be able to repair needed infrastructure (\$60M).
- 25 to 30 pads for new homes, and homes set, increasing the supply of affordable housing (\$500,000)
- 2 to 4 new ROCs are created through land purchased beneath their homes, preserving between 750 and 900 homes for affordable housing (\$5M).
- 4 to 7 ROCs can complete their projects with Gap Financing (\$3M).
- Technical assistance to prepare ROCs for infrastructure repair that will be shared nationally, including a video.

Partner Coordination with NH CDFFA: As part of the coordination between the two organizations, NH CDFFA will provide the following:

- Review draft structuring documents and provide feedback.
- Provide programmatic guidance related to HUD specific questions and HUD regulations.
- Provide support in the sub-applicant review process.
- Provide resources, such as the implementation guide and consultant list.
- Assist with developing monitoring procedures.
- Monitoring checklist templates.
- Provide ongoing review and feedback on program design and implementation.
- Assist with developing reporting structure and timelines.
- Provide applicable templates and provide design support.
- Provide consultant options for DRGR reporting.

NH CDFA's costs will be 1% of the total grant award.

			
Katherine Easterly Martey	Date	Sarah Marchant	Date
Executive Director		Chief Operating Officer	
New Hampshire Community		New Hampshire Community	
Development Finance Authority		Loan Fund	

New Hampshire Community Loan Fund [Applicant]**AND****Black Bear Village Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 8 day of JUNE, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Black Bear Village Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE**A. Activities**

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water and/or wastewater systems, and other necessary improvements incidental to such replacement, located at the Partner's property in North Conway, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

Preserving and Revitalizing NH Resident-Owned ~~NEC~~ Community Loan Fund
The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Paul Marchant*

Title Chief of Staff & VP of ROC NH

BLACK BEAR VILLAGE COOPERATIVE, INC.

By *Mayleen Osborne*

Title *Vice president -*

New Hampshire Community Loan Fund [Applicant]**AND****Blackmount Acres Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 9th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Blackmount Acres Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water and/or wastewater systems, and other necessary improvements incidental to such replacement, located at the Partner's property in North Haverhill, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Paul Marchant*

Title Chief of Staff & VP of ROC NH

BLACKMOUNT ACRES COOPERATIVE, INC.

By *David L. Pair* *David L. Pair*

Title *Treas.*

New Hampshire Community Loan Fund [Applicant]**AND****Brookside Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 8th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Brookside Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water system, and other necessary improvements incidental to such replacement, located at the Partner's property in Hill, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date _____


IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By 

Title Chief of Staff & VP of ROC NH

BROOKSIDE COOPERATIVE, INC.

By 

Title president

AND

Camp Sargent Road Cooperative, Inc. [Partner]

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT is entered into on this 8 day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Camp Sargent Road Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO) and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water system, and other necessary improvements incidental to such replacement, located at the Partner's property in Merrimack, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

V. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By Sarah Marchant

Title Chief of Staff & VP of ROC NH

CAMP SARGENT ROAD COOPERATIVE, INC.

By Glennis M. Guerin

Title President

New Hampshire Community Loan Fund [Applicant]

AND

Catamount Hill Cooperative, Inc. [Partner]

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT is entered into on this 8 day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Catamount Hill Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's electrical system, and other necessary improvements incidental to such replacement, located at the Partner's property in Allenstown, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.


VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By 

Title Chief of Staff & VP of ROC NH

CATAMOUNT HILL COOPERATIVE, INC.

By 

Title President

New Hampshire Community Loan Fund [Applicant]

AND

Colebrook Homeowners Cooperative, Inc. [Partner]

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT is entered into on this 11th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Colebrook Homeowners Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical infill project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the placement of pads and incidental utility hook-ups at Partner's property in Colebrook, NH to allow for the siting of new manufactured housing units. The Applicant will work with Partner to secure the appropriate contractor(s) for related work. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected contractors and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Paul Marchant*

Title Chief of Staff & VP of ROC NH

COLEBROOK HOMEOWNERS COOPERATIVE, INC.

By *Linda Gleason*

Title VP

Denise Goulet Weston
Denise Goulet Weston Secretary

New Hampshire Community Loan Fund [Applicant]

AND

Contoocook River Cooperative, Inc. [Partner]

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT is entered into on this 10th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Contoocook River Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water and/or wastewater systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Deering, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By 

Title Chief of Staff & VP of ROC NH

CONTOOCCOOK RIVER COOPERATIVE, INC.

By 

Title CRC Board Secretary

New Hampshire Community Loan Fund [Applicant]**AND****Crown Point MHP Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 10th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Crown Point MHP Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water system, and other necessary improvements incidental to such replacement, located at the Partner's property in Charlestown, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Paul Marchant*

Title Chief of Staff & VP of ROC NH

CROWN POINT MHP COOPERATIVE, INC.

By *Sharon Kipien*

Title Secretary

New Hampshire Community Loan Fund [Applicant]**AND****Deer Estates Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 10th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Deer Estates Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water system, and other necessary improvements incidental to such replacement, located at the Partner's property in Milan, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Sarah Marchant*

Title Chief of Staff & VP of ROC NH

DEER ESTATES COOPERATIVE, INC.

By *Catherine Pittblatts*

Title Secretary

New Hampshire Community Loan Fund [Applicant]**AND****Elm Brook Village Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 9 day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Elm Brook Village Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water and/or wastewater systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Hopkinton, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

6/9/24

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By

Erin Marchant

Title

Chief of Staff & VP of ROC NH

ELM BROOK VILLAGE COOPERATIVE, INC.

By

Lignes P Conroy

Title

President

New Hampshire Community Loan Fund [Applicant]**AND****Freedom Hill Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 6th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Freedom Hill Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water and/or wastewater systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Loudon, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Erin Marchant*

Title Chief of Staff & VP of ROC NH

FREEDOM HILL COOPERATIVE, INC

By *Dona M. Ode*

Title *Treasurer*

6/6/24

New Hampshire Community Loan Fund [Applicant]**AND****Freedom Village Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 4th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Freedom Village Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water and/or wastewater systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Concord, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By Sarah Marchant

Title Chief of Staff & VP of ROC NH

FREEDOM VILLAGE COOPERATIVE, INC.

By Lucy M. Sullivan Form.

Title President

New Hampshire Community Loan Fund [Applicant]**AND****Friendship Drive Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 7th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Friendship Drive Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water system, and other necessary improvements incidental to such replacement, located at the Partner's property in Salem, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Sarah Marchant*

Title Chief of Staff & VP of ROC NH

FRIENDSHIP DRIVE COOPERATIVE, INC.

By *Samela Pothgale*

Title President of Friendship Drive Cooperative, Inc.

New Hampshire Community Loan Fund [Applicant]

RECEIVED

AND

JUN 07 2024

Granite Estates Cooperative, Inc. [Partner]

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT is entered into on this 5th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Granite Estates Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water, wastewater, and/or electrical systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Derry, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date 6/4/24

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

GRANITE ESTATES COOPERATIVE, INC.

By Sarah Marchant

By [Signature]

Title Chief of Staff & VP of ROC NH

Title Secretary

New Hampshire Community Loan Fund [Applicant]**AND****Hideaway Village Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 10th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Hideaway Village Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water system, and other necessary improvements incidental to such replacement, located at the Partner's property in Rochester, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Sarah Marchant*

Title Chief of Staff & VP of ROC NH

HIDEAWAY VILLAGE COOPERATIVE, INC.

By *Karen Dugham*

Title President

New Hampshire Community Loan Fund [Applicant]**AND****Lakeside Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 6th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Lakeside Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's wastewater and/or electrical systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Enfield, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.


VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

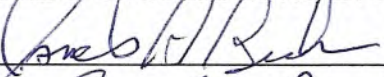
IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By 

Title Chief of Staff & VP of ROC NH

LAKESIDE COOPERATIVE, INC.

By 

Title President, Board of Directors

New Hampshire Community Loan Fund [Applicant]

AND

Lilac Drive Cooperative, Inc. [Partner]

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT is entered into on this 9 day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Lilac Drive Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's wastewater system, and other necessary improvements incidental to such replacement, located at the Partner's property in Raymond, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Erin Marchant*
 Title Chief of Staff & VP of ROC NH

LILAC DRIVE COOPERATIVE, INC.

By *Barbara Demew*
 Title president

New Hampshire Community Loan Fund [Applicant]**AND****Litchfield Landing Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 5 day of JUNE, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Litchfield Landing Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water and/or wastewater systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Litchfield, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Sarah Marchant*

Title Chief of Staff & VP of ROC NH

LITCHFIELD LANDING COOPERATIVE, INC.

By *David S. Campbell*

Title PRESIDENT

New Hampshire Community Loan Fund [Applicant]**AND****Medvil Cooperative Association [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 10th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Medvil Cooperative Association (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water and/or wastewater systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Goffstown, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Sarah Marchant*

Title Chief of Staff & VP of ROC NH

MEDVIL COOPERATIVE ASSOCIATION

By *Dorothea Kossuth*

Title President

By *Janet M. Gayne*

Title Treasurer

New Hampshire Community Loan Fund [Applicant]

AND

Mt. Washington Valley Cooperative, Inc. [Partner]

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT is entered into on this 6 day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Mt. Washington Valley Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water, wastewater, and/or electrical systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Conway, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Sarah Marchant*

Title Chief of Staff & VP of ROC NH

MT. WASHINGTON VALLEY COOPERATIVE, INC.

By *Diane Whittor*

Title Treasurer

New Hampshire Community Loan Fund [Applicant]**AND****Newfound Acres Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 5th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Newfound Acres Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water, wastewater, and/or electrical systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Bristol, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEWFOUND ACRES COOPERATIVE, INC.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Nellie Ann Gruntz*

By *Erin Marchant*

Title *President*

Title Chief of Staff & VP of ROC NH

New Hampshire Community Loan Fund [Applicant]**AND****North Woods Mobile Home Park Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 09 day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and North Woods Mobile Home Park Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's electrical system, and other necessary improvements incidental to such replacement, located at the Partner's property in Berlin, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By 

Title Chief of Staff & VP of ROC NH

NORTH WOODS MOBILE HOME PARK COOPERATIVE, INC.

By 

Title President

New Hampshire Community Loan Fund [Applicant]**AND****Oak Hill Acres Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 7th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Oak Hill Acres Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's wastewater system, and other necessary improvements incidental to such replacement, located at the Partner's property in Hinsdale, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Sarah Marchant*

Title Chief of Staff & VP of ROC NH

OAK HILL ACRES COOPERATIVE, INC.

By *Ashley Betts*

Title Treasurer

New Hampshire Community Loan Fund [Applicant]

AND

Ossipee Mountains Estates Cooperative, Inc. [Partner]

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT is entered into on this 8th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Ossipee Mountains Estates Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's wastewater system, and other necessary improvements incidental to such replacement, located at the Partner's property in Center Ossipee, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date 6/8/24

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Shat Marchant*

Title Chief of Staff & VP of ROC NH

OSSIPEE MOUNTAINS ESTATES COOPERATIVE, INC.

By *Marie Vadala*, *Marie Vadala*

Title *Secretary*

New Hampshire Community Loan Fund [Applicant]**AND****Otarnic Pond Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 7th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Otarnic Pond Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's electrical system, and other necessary improvements incidental to such replacement, located at the Partner's property in Hudson, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Shal Marchant*

Title Chief of Staff & VP of ROC NH

OTARNIC POND COOPERATIVE, INC.

By *Nancy Lamoureux*

Title President

New Hampshire Community Loan Fund [Applicant]**AND****Paradise Ridge Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 9th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Paradise Ridge Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's electrical system, and other necessary improvements incidental to such replacement, located at the Partner's property in Raymond, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

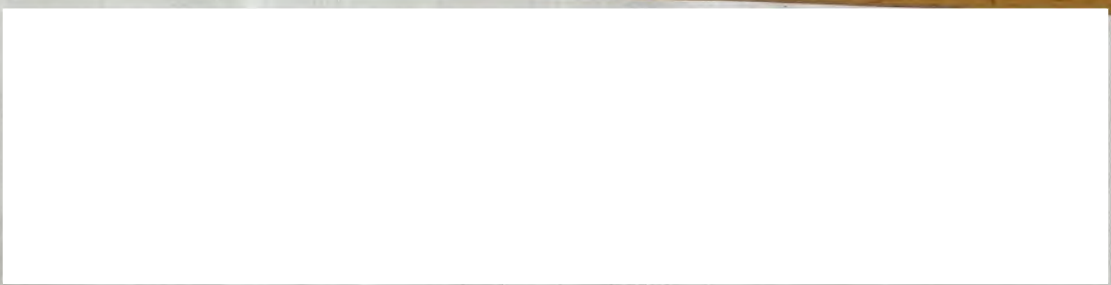
III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

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V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Paul Marchant*

Title Chief of Staff & VP of ROC NH

PARADISE RIDGE COOPERATIVE, INC.

By *Melinda D. Kelly*

Title PRESIDENT

New Hampshire Community Loan Fund [Applicant]**AND****Parkland Estates Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 7th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Parkland Estates Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water and/or wastewater systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Litchfield, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.


VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date 6/7/2024

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By 

Title Chief of Staff & VP of ROC NH

PARKLAND ESTATES COOPERATIVE, INC.

By  Jon Tardif

Title President

New Hampshire Community Loan Fund [Applicant]

AND

Pine Gate Cooperative, Inc. [Partner]

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT is entered into on this 10th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Pine Gate Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's wastewater system, and other necessary improvements incidental to such replacement, located at the Partner's property in Plymouth, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

PINE GATE COOPERATIVE, INC.

By *Sarah Marchant*

By *Andree Charbonneau*

Title Chief of Staff & VP of ROC NH

Title Treasurer

New Hampshire Community Loan Fund [Applicant]**AND****Pine Hill Homeowners Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 10 day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Pine Hill Homeowners Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water system, and other necessary improvements incidental to such replacement, located at the Partner's property in Conway, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.


VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date


IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By 

Title Chief of Staff & VP of ROC NH

PINE HILL HOMEOWNERS COOPERATIVE, INC.

By 

Title Secretary

New Hampshire Community Loan Fund [Applicant]

AND

Poplin Estates Cooperative, Inc. [Partner]

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT is entered into on this 6 day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Poplin Estates Cooperative, Inc. (herein called the "Partner")

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition, and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that:

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant Grantee's application for CDBG-PRICE assistance and the Applicant Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program Project Delivery

The project to be undertaken is the replacement of Partner's water and or wastewater systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Fremont, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant Grantee. Any amendments to the budget must be approved in writing by both the Applicant Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Shel Marchant*

Title Chief of Staff & VP of ROC NH

POPLIN ESTATES COOPERATIVE, INC.

By *ALAN GLASS*

Title PRESIDENT

Patricia M. Blair
Treasurer

**New Hampshire Community Loan Fund [Applicant]
AND**

**Powder House Cooperative, Inc. [Partner]
FOR**

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT is entered into on this 1st day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Powder House Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

□

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water and/or wastewater systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Exeter, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.
NEW HAMPSHIRE COMMUNITY LOAN FUND POWDER HOUSE COOPERATIVE,

INC.

By



By



Title Chief of Staff & VP of ROC NH

Title Vice President

New Hampshire Community Loan Fund [Applicant]

AND

Running Brook Cooperative, Inc. [Partner]

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT is entered into on this 10 day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Running Brook Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's wastewater and/or electrical systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Derry, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND RUNNING BROOK COOPERATIVE, INC.

By Faith Ward

By [Signature]

Title President

Title Chief of Staff & VP of ROC NH

New Hampshire Community Loan Fund [Applicant]**AND****Sandy Pines Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 7th day of June , 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Sandy Pines Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water and/or wastewater systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Lee, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.


VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By 

Title Chief of Staff & VP of ROC NH

SANDY PINES COOPERATIVE, INC.

By Laura Shaw

Title Treasurer

New Hampshire Community Loan Fund [Applicant]**AND****Seacrest Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 6th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Seacrest Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water and/or electrical systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Seabrook, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

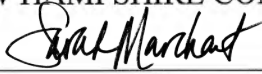
This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

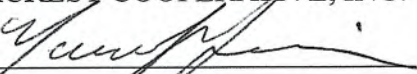
Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

SEACREST COOPERATIVE, INC.

By 

By 

Title Chief of Staff & VP of ROC NH

Title Secretary

New Hampshire Community Loan Fund [Applicant]

AND

Souhegan Valley Manufactured Housing Cooperative, Inc. [Partner]

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT is entered into on this 7th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Souhegan Valley Manufactured Housing Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's electrical system, and other necessary improvements incidental to such replacement, located at the Partner's property in Milford, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date


IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By 

Title Chief of Staff & VP of ROC NH

SOUHEGAN VALLEY MANUFACTURED HOUSING COOPERATIVE, INC.

By 

Title President 6/7/24

New Hampshire Community Loan Fund [Applicant]**AND****Stony Brook Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 7th day of JUNE, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and Stony Brook Cooperative, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's wastewater system, and other necessary improvements incidental to such replacement, located at the Partner's property in Rochester, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By



Title Chief of Staff & VP of ROC NH

STONY BROOK COOPERATIVE, INC.

By



Title PRESIDENT

New Hampshire Community Loan Fund [Applicant]**AND****Top of the Hill Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 12 day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Top of the Hill Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water, wastewater, and/or electrical systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Concord, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND TOP OF THE HILL COOPERATIVE, INC.

By 

By 

Title Chief of Staff & VP of ROC NH

Title OPERATIONS MANAGER

New Hampshire Community Loan Fund [Applicant]**AND****Two Rivers Mobile Home Community Cooperative, Inc. [Partner]****FOR****Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)**

THIS AGREEMENT is entered into on this 6th day of June, 2024 by and between the New Hampshire Community Loan Fund (herein called the “Applicant”) and Two Rivers Mobile Home Community Cooperative, Inc. (herein called the “Partner”).

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant’s application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner’s project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD’s Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant’s CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water, wastewater, and/or electrical systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Campton, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This

Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Paul Marchant*

Title Chief of Staff & VP of ROC NH

TWO RIVERS MOBILE HOME COMMUNITY COOPERATIVE, INC.

By *John Gunn*

Title Secretary

New Hampshire Community Loan Fund [Applicant]

AND

White Rock Cooperative Estates, Inc. [Partner]

FOR

Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE)

THIS AGREEMENT is entered into on this 9th day of JUNE, 2024 by and between the New Hampshire Community Loan Fund (herein called the "Applicant") and White Rock Cooperative Estates, Inc. (herein called the "Partner").

WHEREAS, the Applicant intends to apply for funds from the United States Department of Housing and Urban Development under the Consolidated Appropriations Act, 2023, Public Law 117-328, for the Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement (CDBG-PRICE) competition; and

WHEREAS, the Partner is a resident owned manufactured housing park (ROC) with an identified need for funding to implement a critical water/wastewater project as further described in this Agreement and wishes to assist the Applicant in using such CDBG-PRICE funds if awarded.

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded, subject to the project selection process further described in the Applicant's application and section IV of this Agreement.

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-PRICE funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-PRICE grant from HUD and the Partner's project is selected for funding, the Applicant/Grantee shall execute a written infrastructure technical assistance agreement and a written subrecipient agreement with the Partner, for the use of the CDBG-PRICE funds before disbursing any CDBG-PRICE funds to the Partner. The written subrecipient agreement must conform with all CDBG-PRICE requirements and shall require the Partner to comply with all applicable CDBG-PRICE requirements, including those found in Consolidated Appropriations Act, 2023 (Public Law 117-328), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Opportunity for HUD's Community Development Block Grant Preservation and Reinvestment Initiative for Community Enhancement competition and any subsequent published amendments (the CDBG-PRICE NOFO), and the Applicant's CDBG-PRICE application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-PRICE funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-PRICE NOFO, the Applicant/Grantee's application for CDBG-PRICE assistance and the Applicant/Grantee's Grant Agreement for CDBG-PRICE. Such use will include the following activities:

Program/Project Delivery

The project to be undertaken is the replacement of Partner's water and/or electrical systems, and other necessary improvements incidental to such replacement, located at the Partner's property in Tilton, NH. The Applicant will work with Partner to announce an RFQ for civil engineers for project design, management, and compliance oversight. The engaged civil engineer, in consultation with the Applicant and Partner, will initiate a bidding and selection process for project-level construction. The Applicant will provide technical assistance to Partner to facilitate completion of the project in a timely manner.

B. Project Schedule

The Partner agrees to develop and implement a project schedule in consultation with the selected civil engineer, contractors, and Applicant.

C. Staffing

Applicant will work on the above-referenced project(s) with Partner's board of directors, who agree to meet as needed and to communicate with Applicant and any engaged engineers and contractors in a timely manner. Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The amount of funding Partner will receive, if any, will be dictated by the amount of any CDBG-PRICE funding received by Applicant. The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

The Parties acknowledge and agree that the Parties' rights and obligations under this Agreement are conditional upon Partner's selection as a subrecipient of the CDBG-PRICE funds by Applicant using the project selection process set out in the Applicant's application for CDBG-PRICE funds. This Agreement is binding upon both parties and remains in effect until such time as the Applicant provides written notice to the Partner that its project has not been selected for funding.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-PRICE funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

NEW HAMPSHIRE COMMUNITY LOAN FUND

By *Sam Marchant*

Title Chief of Staff & VP of ROC NH

WHITE ROCK COOPERATIVE ESTATES, INC.

By *Kathleen A. Gray*

Title President