

Entitled Damages Class Member, the payment or withholding of taxes on payments made to Entitled Damages Class Members or on the Class Benefit Fund, or any losses incurred in connection therewith.

C. Injunctive Relief.

1. Designation of Respondents and Notice of Claims for Injunctive Relief.

The responsibility for satisfying any obligation due to any Class Member pursuant to the Injunctive Relief provisions of this Agreement, including without limitation the Dispute Resolution Procedure set forth at Section III(C)(5), is assigned specifically, entirely, and exclusively to Hometown Oak Point, based on the status of Hometown Oak Point I, L.L.C. and Hometown Oak Point II, L.L.C., respectively, as the responsible landowners and licensed community operators of record for Oak Point. Notice of any claim asserted against Hometown Oak Point pursuant to the below-described Dispute Resolution Procedure must be sent, either by overnight or First Class U.S. mail, or by hand delivery or overnight carrier with a signed receipt required to confirm delivery, to the following addresses:

Hometown Oak Point
c/o CT Corporation
155 Federal Street, Suite 700
Boston, MA 02110

With a copy to:

Hometown Oak Point Community Manager
200 Oak Point Drive
Middleborough, MA 02346

For the parties' convenience and the avoidance of doubt, any notice of claim under the Dispute Resolution Procedure that is received at the above-specified addresses shall be deemed to have been effectively sent to Hometown Oak Point, regardless of whether any other Oak Point Defendant(s) is/are designated by the claimant as the recipient(s) of the notice. Further, for the

sake of simplicity and to avoid unnecessary confusion, error, or dispute, Hometown Oak Point I, L.L.C., and Hometown Oak Point II, L.L.C. may jointly respond as “Hometown Oak Point” to any notice of claim asserted under the Dispute Resolution Procedure and shall be treated as a single responding party, and the sole responding party, for purposes of all proceedings with respect to the same. Notwithstanding any other provision of this Settlement, Hometown America and Hometown Management will become jointly and severally responsible for undertaking Hometown Oak Point’s obligations under Section III(C) of this Settlement for so long as Hometown Oak Point or another affiliate of Hometown America or Hometown Management continues to own Oak Point, should Hometown Oak Point become unwilling or unable to undertake such obligations.

2. Inclusion of Notice of Settlement in New Lease Agreements.

For all new Oak Point home site tenancies that are entered into following the Effective Date, Hometown shall include a disclosure substantially in the form of the disclosure provided below as an addendum to its standard lease agreements:

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE TAKE NOTICE that all residents of the Oak Point home site that is the subject of this Lease Agreement are eligible for the benefits and subject to the requirements of the injunctive relief provisions of a judicially-approved class action settlement in the case of *Craw, et al. c. Hometown America, LLC, et al.*, Case No. 18-CV-12149-LTS (D. Mass.), from and after the date when they come to reside at Oak Point and for the remainder of the Judicially Enforceable Term of the settlement. In summary, but without limitation, the settlement imposes on Hometown (a) a specified maintenance duty with respect to the foundations slabs at Oak Point home sites; (b) a duty to implement the Oak Point Surface Water Inspection Program, as described in the settlement agreement; and (c) a duty to implement the Oak Point Stormwater Management System Operation & Maintenance Program; as described in the settlement agreement. In addition, and without limitation, the settlement requires all Oak Point residents having any complaints pertaining to these duties to comply with specified dispute resolution procedures, including binding arbitration, which provide the exclusive remedies for any such complaints. A copy of the class

action settlement agreement may be obtained upon request from the Hometown Oak Point Clubhouse Office.

3. Foundation Slabs at Class Members' Home Sites ("Injunctive Relief 1").

During the Judicially Enforceable Period Hometown Oak Point will assume, for the benefit of the Injunctive Relief Class, the generalized duty to ensure that the foundation slabs (sometimes called "pads") at the Oak Point home sites that are leased by Injunctive Relief Class Members provide adequate structural support for the Injunctive Relief Class Members' manufactured homes installed at those home sites. Injunctive Relief Class Members who believe that Hometown Oak Point is not complying with the foundation maintenance requirement of Injunctive Relief 1 will not be permitted to bring judicial action for such non-compliance. Rather, Complaining Injunctive Relief Class Members may raise such claims during the Judicially Enforceable Period, but only through the Dispute Resolution Procedure set forth in Section III(C)(5) below, as it applies to the foundation maintenance requirement of Injunctive Relief 1.

4. The SWIP and the Stormwater O&M Plan ("Injunctive Relief 2").

Hometown Oak Point will assume, for the benefit of the Injunctive Relief Class during the Judicially Enforceable Period, a duty to implement (A) the Oak Point Surface Water Inspection Program ("SWIP") (the key terms of which are outlined below, and set forth in full in Exhibit G hereto); and (B) the Oak Point Stormwater Management System Operation & Maintenance Program (the "Stormwater O&M Plan") (the key terms of which are outlined below, and set forth in full in Exhibit H hereto). Injunctive Relief Class Members who believe that Hometown Oak Point is not complying with its SWIP obligations will not be permitted to bring any judicial action for such non-compliance. Rather, Complaining Injunctive Relief Class Members may pursue SWIP-related compliance claims during the Judicially Enforceable Period, but only through the Dispute Resolution Procedure as set forth in Section III(C)(5) below. Injunctive Relief Class

Members who believe that Hometown Oak Point is not complying with its obligations under the Stormwater O&M Plan during the Judicially Enforceable Period shall be permitted to bring judicial action for such non-compliance in the Court, but only after they have completed the portion of the Dispute Resolution Procedure that applies to Stormwater O&M Plan-related compliance claims.

(a) The SWIP.

The SWIP is set forth in the document entitled “The Oak Point Surface Water Inspection Program (“SWIP”): A Reference Guide,” attached as Exhibit G hereto, and entails the following elements: (A) periodic community-wide program outreach communications by Hometown Oak Point to Oak Point residents; (B) a simple and convenient process for the initiation of resident participation in the program; (C) an initial home site visit and basic fact-gathering by Oak Point staff upon receipt by Hometown Oak Point of a drainage complaint or inspection request; (D) a home site visit and drainage assessment by a licensed professional civil engineer qualified in stormwater management; (E) the preparation and delivery of a written report and recommendation(s) by the inspecting engineer; (F) the implementation of site-specific plan for corrective action by qualified construction contractors, if and as necessary; (G) follow-up confirmation and close-out by Oak Point staff upon the successful completion of any necessary corrective action; (H) program tracking, documentation, periodic status reporting, with site-specific follow-up, as needed; and (I) annual reporting on the program implementation. During the Judicially Enforceable Period, Hometown Oak Point shall share the annual SWIP reports with the Town of Middleborough’s Health Officer and the President of the Oak Point Homeowners Association, with copies filed with the Court and provided to Class Counsel, and copies provided upon request to any Oak Point resident at the Oak Point Clubhouse Office.

(b) The Stormwater O&M Plan.

The Stormwater O&M Plan is set forth in the document entitled “Oak Point Stormwater Management System Operation & Maintenance Program,” attached as Exhibit H hereto, which was prepared on behalf of Hometown Oak Point with the assistance of a licensed professional civil engineer qualified in stormwater management. The Stormwater O&M Plan: (A) generally identifies and describes the pertinent components of the Oak Point Stormwater Management System; (B) specifies the required operation, maintenance, and management activities for each component; (C) sets forth a proposed schedule for the performance of all such activities, based on an engineer’s community-specific assessment of Oak Point’s existing stormwater management infrastructure; and (D) includes site layout plans showing the locations of all stormwater management structures in Oak Point that are to be maintained pursuant to the Stormwater O&M Plan (but not showing the drainage swales, non-structural “country drainage” arrangements, and/or other topographical conditions that are a functional part of the overall stormwater management system). During the Judicially Enforceable Period, the Stormwater O&M Plan may be reasonably modified from time to time, based on practical experience and in accordance with the recommendations and guidance of a licensed professional civil engineer qualified in stormwater management. During the Judicially Enforceable Period, and except as otherwise specifically provided by this paragraph, notice of any proposed substantial modification of the Stormwater O&M Plan shall be provided to all Oak Point residents, the Town of Middleborough’s Health Officer, Class Counsel and the Court. Upon receipt of notice of any proposed substantial modification of the Stormwater O&M Plan during the Judicially Enforceable Period, Complaining Injunctive Relief Class Members shall have thirty (30) days to file a written objection with the United States District Court challenging such proposed substantial modification. If no objection is timely filed, the proposed modification shall be automatically approved and incorporated into

the Stormwater O&M Plan upon the expiration of the period for filing objections. If any objection is timely filed, Hometown Oak Point shall then have thirty (30) days, or such additional time as the parties may agree or the Court may allow, to file a response to the objection setting forth the justification for the proposed substantial modification to the Stormwater O&M Plan, and the Court will determine the permissibility of the proposed substantial modification in the absence of agreement between the parties regarding the same. Notwithstanding the foregoing, Hometown Oak Point shall be permitted to implement substantial modifications to the Stormwater O&M Plan prior to the judicial or other resolution of any timely-filed objection in the event Hometown Oak Point determines that sooner action is required to address exigent circumstances, conditions affecting health and safety, or Acts of God. If a Complaining Injunctive Relief Class Member contends that any modification to the Stormwater O&M Plan made without notification constitutes a “substantial modification” for which notice and opportunity to object was required and not provided, then the Complaining Injunctive Relief Class Member may initiate an enforcement proceeding against Hometown Oak Point in the Court only after engaging in the applicable portion of the Dispute Resolution Procedure set forth in Section III(C)(5) below. Neither the modification, if any, of foundation systems or crawlspaces that pertain to particular home sites nor the modification, if any, of the Oak Point stormwater management system through the addition, removal, repair, or alteration of individual structural components of the drainage arrangements that service particular home sites pursuant to the SWIP, as provided by this Agreement, shall be deemed to constitute a substantial modification of the Stormwater O&M Plan. During the Judicially Enforceable Period, Hometown Oak Point shall submit an annual report to Class Counsel, Oak Point Residents, the Town of Middleborough’s Health Officer and the Court that certifies and summarizes compliance with the terms of the Stormwater O&M Plan during the

pertinent reporting period, and that attaches a then-current copy of the Stormwater O&M Plan site drawings that illustrate all additions, removals, or relocations of stormwater management infrastructure components (including without limitation individual structural components of the drainage arrangements that service particular home sites), as implemented pursuant to SWIP or as otherwise permitted since the last annual Stormwater O&M Plan report.

5. Dispute Resolution Procedure.

(a) Initial Procedure for Foundation Maintenance Claims.

With respect to the foundation maintenance requirement of Injunctive Relief 1, any Complaining Injunctive Relief Class Member who asserts non-compliance with such requirement may initiate the pursuit of resolution of the matter only by providing written notice of a foundation maintenance claim to Hometown Oak Point at the notice addresses specified in Section III(C)(1) of this Agreement. Such notice shall include (A) the date of the notice; (B) the name and Oak Point address of the complaining person; (C) a statement of the basis for the complainant's contention that the foundation supporting the pertinent manufactured home at Oak Point is not providing adequate structural support for the home; (D) a certification that the Complaining Injunctive Relief Class Member is the homeowner and the tenant under the lease agreement for the affected home site, or has obtained the homeowner's and/or tenant's express written joinder in the notice, or has obtained an express waiver or assignment of the homeowner's and/or tenant's rights, together with reasonable evidence of the same, as applicable; and (E) such other information, if any, as the complainant may wish to include with the notice for consideration. Hometown Oak Point will respond in writing to any such notice of a foundation maintenance complaint within thirty (30) days, or within such additional time, if any, as the parties may agree will be allowed. If Hometown Oak Point determines, in its sole discretion, that an engineering assessment and/or corrective action is necessary and appropriate to address the complaint, it shall

provide the same. Only if the Complaining Injunctive Relief Class Member is not satisfied after the completion of all engineering assessments/corrective actions provided by Hometown Oak Point, if any, may the Complaining Injunctive Relief Class Member then enter into the below-described mediation/binding arbitration procedures with respect to any claim based on the foundation maintenance requirement of Injunctive Relief 1.

(b) Initial Procedure for SWIP Compliance Claims.

With respect to the SWIP component of Injunctive Relief 2, following the full implementation of all site-specific engineer-recommended corrective actions that Hometown Oak Point has agreed to perform at any Complaining Injunctive Relief Class Member's home site, if any, if an affected Complaining Injunctive Relief Class Member is not satisfied, Hometown Oak Point shall then be allowed, at its option and in its sole discretion, to perform within a reasonable time two (2) additional engineering assessments/corrective action implementations (three [3] total), or as many additional engineering assessments/corrective action implementations as Hometown Oak Point and the Complaining Injunctive Relief Class Member may jointly agree are appropriate in the circumstances. Only if the Complaining Injunctive Relief Class Member is not satisfied after the completion of the permitted number of engineering assessments/corrective actions may the Complaining Injunctive Relief Class Member then enter into the below-described mediation/binding arbitration procedures with respect to any claim based on the SWIP component of Injunctive Relief 2.

(c) Initial Procedure for Stormwater O&M Plan Compliance Claims.

With respect to the Stormwater O&M Plan compliance requirement of Injunctive Relief 2, any Complaining Injunctive Relief Class Member who asserts non-compliance with such requirement may initiate the pursuit of resolution of the matter only by providing written notice of a Stormwater O&M Plan compliance claim to Hometown Oak Point at the notice addresses

specified in Section III(C)(2) of this Agreement. Such notice shall include (A) the date of the notice; (B) the name and Oak Point address of the Complaining Injunctive Relief Class Member; (C) a statement of the basis for the Complaining Injunctive Relief Class Member's contention that Hometown Oak Point has failed to comply with the Stormwater O&M Plan; and (D) such other information, if any, as the Complaining Injunctive Relief Class Member may wish to include with the notice for consideration. Hometown Oak Point will respond in writing to any such notice of a Stormwater O&M Plan compliance complaint within thirty (30) days, or within such additional time, if any, as the parties may agree will be allowed. If Hometown Oak Point determines, in its sole discretion, that any O&M activity is necessary and appropriate to address the complaint, it shall confirm its intention to perform such O&M activity by a specified date in the initial response to the notice of claim, and shall complete the performance of such O&M activity as soon thereafter as reasonably practicable. If the Complaining Injunctive Relief Class Member is not satisfied by the response and performance provided by Hometown Oak Point, if any, the Complaining Injunctive Relief Class Member may then initiate and pursue an enforcement proceeding against Hometown Oak Point in the Court with respect to any claim based on the Stormwater O&M Plan requirement of Injunctive Relief 2.

(d) Mediation and Binding Arbitration Procedures for Foundation Maintenance and SWIP Claims.

To pursue any claim with respect to the foundation maintenance requirement of Injunctive Relief 1 and/or the SWIP component of Injunctive Relief 2 that remains unresolved after completion of the Initial Procedure(s) described in Section III(C)(5)(a) and/or (b) above, as applicable, the Complaining Injunctive Relief Class Member shall present a written demand for performance and/or monetary relief that includes any and all supporting documents for the demand, including but not limited to photographs, timelines, correspondence, repair estimates, and

expert reports. Any demand with respect to the foundation maintenance requirement of Injunctive Relief 1 must include a certification that the Complaining Injunctive Relief Class Member is the homeowner and the tenant under the lease agreement for the affected home site, or has obtained the homeowner's and/or tenant's express written joinder in the demand, or has obtained an express waiver or assignment of the homeowner's and/or tenant's rights, together with reasonable evidence of the same, as applicable. Any demand with respect to the SWIP component of Injunctive Relief 2 must include a certification that the Complaining Injunctive Relief Class Member is the tenant under the lease agreement for the affected home site, or has obtained the tenant's express written joinder in the demand, or has obtained an express waiver or assignment of the tenant's rights, together with reasonable evidence of the same, as applicable. All demands shall be delivered to Hometown Oak Point at the notice addresses specified in Section III(C)(1) of this Agreement. The presentation of a written demand that complies with the foregoing requirements shall initiate and require a reasonable period of direct negotiations between Hometown Oak Point and the Complaining Injunctive Relief Class Member in a good-faith effort to resolve the dispute.

If such direct negotiations do not resolve the disputed claim after reasonable efforts, the Complaining Injunctive Relief Class Member will next engage in mediation with Hometown Oak Point under the following terms: (A) The Complaining Injunctive Relief Class Member and Hometown Oak Point will first attempt to mutually select a mediator; (B) If a mutual agreement regarding selection of mediator is not reached after reasonable efforts, the parties will apply to the American Arbitration Association ("AAA") to select a mediator in the Massachusetts area that has experience in both residential construction and consumer or landlord-tenant disputes; (C) Hometown Oak Point will assume the cost of mediator selection through AAA and mediator

compensation, and the Complaining Injunctive Relief Class Member will not be responsible for such costs under any circumstances.

If mediation pursuant to (A) – (C) above does not resolve the disputed claim, the Complaining Injunctive Relief Class Member will then submit the disputed claim to binding arbitration under the following terms: (1) arbitration will be handled by AAA pursuant to Home Construction Arbitration Rules for Level 3 disputes, with AAA to select an arbitrator from the Home Construction Arbitration panel who also has experience in consumer or landlord-tenant disputes; (2) the Complaining Injunctive Relief Class Member shall submit a Demand for Arbitration to AAA pursuant to the Home Construction Arbitration Rules for Level 3 Disputes within 180 days of the failed mediation; (3) the arbitration will be private, and the results of the same will be confidential; (4) Hometown Oak Point will assume the arbitration filing fee if and to the extent the amount demanded is at or less than \$999,999.99 (the Complaining Injunctive Relief Class Member will be responsible for the remaining portion of any filing fee in excess of the amount that would be imposed if the demand was \$999,999.99); (5) Hometown Oak Point will assume the reasonable compensation of the arbitrator; (6) the Complaining Injunctive Relief Class Member will bear the cost of his/her own attorney (if one is used); (7) the standard for adjudicating all disputes presented to an arbitrator pursuant to this subsection will be “reasonable performance under the circumstances” of a leased home site or corresponding home-site infrastructure; and (8) the arbitrator will apply applicable law (*i.e.*, federal, state, and local law, regulations, rules, and policies) in such proceedings, both to determine what elements of a home site are the responsibility of Hometown Oak Point or the Complaining Injunctive Relief Class Member as well as to determine whether such elements are reasonably performing under the circumstances. All such arbitrations will be held in Middleborough, Massachusetts, unless the complaining Injunctive

Relief Class Member and Hometown Oak Point agree to another location. To the extent the arbitrator awards the resident prospective relief requiring future performance by Hometown Oak Point, such will be set forth in a written, reasoned, and enforceable award. In no event shall the arbitrator grant prospective relief upon any foundation maintenance or SWIP claim that requires any substantial modification of the Stormwater O&M Plan.

Notwithstanding any contrary provision of the Home Construction Arbitration Rules, Hometown Oak Point will not be permitted to assert any counterclaims or claims for affirmative relief (including attorneys' fees or costs) against the Complaining Injunctive Relief Class Member in the arbitration of any foundation maintenance or SWIP claim. Hometown Oak Point will be permitted to assert any and all available affirmative defenses, however, including any affirmative defenses that, if proven, will operate as an offset to damages alleged in the arbitration or assert claims against a Complaining Injunctive Relief Class Member for affirmative relief in a separate proceeding in a court of competent jurisdiction.

(e) Settlements of Claims Subject to the Dispute Resolution Procedure.

All settlement agreements entered into between Hometown Oak Point and any Complaining Injunctive Relief Class Member who invokes the above-described mediation and/or arbitration provisions of this Dispute Resolution Procedure shall include (A) confidentiality and non-disparagement provisions that prevent a Complaining Injunctive Relief Class Member from making or posting, either directly or through others, any public statements (including statements on any social media platforms) regarding the terms of any settlement and any released claims, but not otherwise prohibiting a Complaining Injunctive Relief Class Member from making any claims or grievances in any public proceeding; (B) a provision stating that to the extent the complaining Injunctive Relief Class Member's home has sustained property damage, sums paid in settlement

by Hometown Oak Point are intended to make repairs to the home and thus relieve Hometown Oak Point and all other Oak Point Defendants of all liability regarding repairs required to resolve such property damage; and (C) any other terms to which the parties to the settlement may agree.

D. Class Representative Award. Class Counsel may file one or more motions with the Court seeking a Class Representative Award in an amount not to exceed \$25,000 for Plaintiff Shurtleff for her services as class representative for the Class. Class Counsel may make such request in the body of the motion seeking the Preliminary Approval Order, the Final Order and Judgment or both. The purpose of such Class Representative Award will be to compensate Plaintiff Shurtleff for her efforts undertaken on behalf of the Settlement Class. The Oak Point Defendants will pay the Class Representative Award, as awarded and approved by the Court, in addition to the Settlement Fund, provided that in no event shall the Oak Point Defendants be required to pay Plaintiff Shurtleff more than \$25,000 as a Class Representative Award. Within thirty (30) days after the Final Settlement Date, the Oak Point Defendants shall pay the Class Representative Award to Plaintiff Shurtleff, by delivery to Plaintiff Shurtleff or to Class Counsel (at Plaintiff Shurtleff's election), in an amount not to exceed \$25,000, or any lesser amount, to be approved and awarded by the Court. If the Court awards a Class Representative Award greater than \$25,000, then the Settling Oak Point Parties agree that the Oak Point Defendants may declare this Settlement void within ten (10) days after such award.

E. Attorney's Fees and Expenses. Class Counsel may submit one or more applications to the Court for an award of reasonable attorney's fees plus reimbursement of expenses and costs reasonably and actually incurred in connection with this Action up to a combined total of \$1,000,000. Class Counsel may make such request in the body of the motion seeking the Preliminary Approval Order, the Final Order and Judgment or both. The Oak Point