

# NORTHMARK<sup>®</sup> BANK

**Amendment 3**  
**Letter of Credit No. 2020167**  
**Irrevocable Standby Letter of Credit**  
**Extended Expiry Date: September 1, 2024**

August 22, 2022

Town of Lynnfield, Massachusetts  
Planning Board  
55 Summer Street  
Lynnfield, MA 01940

**Account Party:**  
HPI Mass RE Development, LLC  
23 Stiles Road, #104  
Salem, NH 03079

**Beneficiary:**  
Town of Lynnfield, Massachusetts

**Amount**  
\$346,092.00 [US Dollars]

Ladies and Gentlemen:

At the request of HPI Mass RE Development, LLC, Northmark Bank (“the Bank” or “we”) hereby further amends its Irrevocable Letter of Credit No. 2020167 in favor of The Town of Lynnfield, Massachusetts (“the Beneficiary”), as previously amended on August 11, 2020 and May 14, 2021, in the aggregate nominal value to the amount of (U. S.) **Three Hundred Forty Six Thousand and Ninety Two Dollars (\$346,092.00)**, as follows:

1. The Expiry Date of this Letter of Credit No. 2020167 is hereby extended to the Bank’s close of business, 5 PM, local time, on September 1, 2024.
2. The first paragraph of Letter of Credit 2020167 is hereby amended by adding the following as a new final sentence thereof:

Notwithstanding anything to the contrary contained in this Letter of Credit as previously amended, at the request of HPI Mass RE Development, LLC , Northmark Bank hereby further extends to the Bank’s close of business on or before 5PM, local time, on September 1, 2024 the Expiry Date of its Irrevocable Letter of Credit No. 2020167 in favor of the Town of Lynnfield,

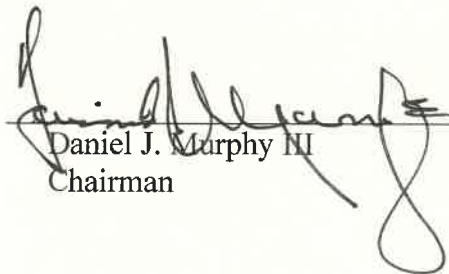
Massachusetts as Beneficiary for any sum or sums in the aggregate amount not exceeding \$346,092.00 (USD), and we hereby agree that drafts drawn under this Letter of Credit, duly endorsed and authenticated by a purported officer of the Town of Lynnfield, Massachusetts up to an aggregate amount not exceeding \$346,092.00 will be duly honored if presented at our banking office located at 89 Turnpike Street, North Andover, Massachusetts on or before the Bank's close of business, 5 PM, local time, on September 1, 2024.

All other terms and conditions of the subject Letter of Credit No. 2020167 as previously amended by its Amendment 1 dated August 11, 2020 and by its Amendment 2 dated May 14, 2021, remain unchanged and are hereby ratified and confirmed.

This Letter of Credit, as amended previously and hereby, sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any instrument or document.

This Letter of Credit is subject to the International Standby Practices 1998 (ISP98) and the laws of the Commonwealth of Massachusetts.

**NORTHMARK BANK**

By:   
Daniel J. Murphy III  
Chairman

**COMMONWEALTH OF MASSACHUSETTS**

County of Essex: ss

August 22, 2022

On the above date, before me, the undersigned notary public, personally appeared the above named Daniel J. Murphy, III, known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Chairman of Northmark Bank, a Massachusetts trust company.



  
David M. Trovato Notary Public

My Commission Expires: 8/28/2026

  
8/22/2022

This Amendment 3 to Letter of Credit 2020167 is hereby accepted by the Planning Board of the Town of Lynnfield, Massachusetts:

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8/22/2022