

**Comprehensive Permit Site Approval Application
Goodridge Bridge Estates**

Attachment 4

PURCHASE AND SALE AGREEMENT

between

DAVID C. KILBOURN, as Seller

and

CRESCENT BUILDERS, INC., a Massachusetts corporation, as Buyer

for

APPROXIMATELY 45.42 ACRES OF UNIMPROVED LAND ON STERLING ROAD IN
LANCASTER, MASSACHUSETTS

as of July 28, 2017

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (the "Contract") made as of this 28th day of July, 2017 (the "Effective Date"), by and between DAVID C. KILBOURN of 338 Sterling Road, S. Lancaster, Massachusetts 01561 (hereinafter referred to as "Seller"), and CRESCENT BUILDERS, INC., a Massachusetts corporation (together with its assignee permitted hereunder, hereinafter referred to as "Buyer") of 94 North Main Street, W. Boylston, Massachusetts 01583.

RECITALS

A. Seller is the owner of the following real property, which is herein called the "Property":

Approximately 45.42 acres of unimproved land in Lancaster, Massachusetts on Sterling Road. The foregoing are the "Premises." The above described Premises are shown as Lot B on a plan entitled, "Plan of Land, Lancaster, Mass., Worcester County, Scale 1" = 100', February 18, 2004, Owner: Gladys C. Kilbourn, Prepared by GLM Engineering Consultants, Inc., 19 Exchange St., Holliston, MA." A copy of the said plan is attached hereto as Exhibit "A." The Premises is a portion of the real property conveyed to Gladys C. Kilbourn by Deed recorded in the Worcester County (Southern District) Registry of Deeds Book 2922, Page 341 and subject to the Estate of Gladys C. Kilbourn filed in the Worcester County Probate and Family Court under Docket No. 94P-3325-EP1, from which Seller derives his title;

B. Seller is prepared to sell, transfer and convey the Property to Buyer, and Buyer is prepared to purchase, pay for and acquire the Property from Seller, all for the Purchase Price (as hereinafter defined) and on the other terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1. Agreement to Sell.

Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy, the Property.

ARTICLE 2. Purchase Price and Payment.

The total purchase price (the "Purchase Price") for the Property is One Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00). Subject to the terms and conditions of this Contract, the Purchase Price shall be paid as follows:

2.1 Simultaneously with its execution of this Contract, Buyer shall deliver a cash deposit by wire transfer of immediately available funds in the amount of Twenty Five Thousand

Dollars (\$25,000.00) (the “**Deposit**”) to Stuart L. Snyder, P.C. (“**Escrow Agent**”), and the Deposit shall be held and paid in accordance with the terms of this Agreement. At the Closing, the Deposit shall be paid to Seller and applied in reduction of the Purchase Price payable at Closing. Escrow Agent’s duties and responsibilities are governed by the terms of ARTICLE 17 hereof. Within two (2) business days after the expiration of the Ground Inspection Period (see 5.1.7), provided Buyer has not terminated this Contract, Buyer shall add to the Deposit, by wire transfer of immediately available funds, the amount of Twenty Five Thousand Dollars (\$25,000.00), which shall be deemed to be part of the Deposit and shall be held and paid in accordance with the terms of this Agreement.

2.2 The balance of the Purchase Price, subject to adjustments and prorations provided for in this Contract, shall be paid by Buyer to Escrow Agent at the Closing (as hereinafter defined) by wire transfer of immediately available federal funds and Escrow Agent shall transfer such funds, together with the Deposit, by wire transfer of immediately available funds to such account(s) as Seller may designate in writing.

ARTICLE 3. Conveyance of Title.

3.1 The Premises shall be conveyed by good and sufficient quitclaim deed (the “**Deed**”), running to Buyer or, subject to the provisions of Section 19.1 hereof, to such assignee as Buyer designates by notice to Seller as required by Section 19.1 hereof. The Deed shall convey good and clear record and marketable title to the Premises, free from all liens, encumbrances, and encroachments from or on the Premises except the Permitted Exceptions (as hereinafter defined). The following matters shall be deemed to be “**Permitted Exceptions**”:

- 3.1.1 The lien of all ad valorem real estate taxes and assessments not yet due and payable as of the date of Closing, subject to adjustment as herein provided;
- 3.1.2 Any liens for municipal betterments assessed after the date of this Contract; and
- 3.1.3 Local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Premises.

3.2 Seller shall cause to be released any and all mortgages or encumbrances securing the payment of money which Seller has voluntarily executed and caused to be recorded against the Property (each, a “**Voluntary Monetary Encumbrance**”).

3.3 Seller shall be entitled to use such portion of the Purchase Price as is necessary to pay off all such Voluntary Monetary Encumbrances and any title objection that Seller agrees to cure. Buyer hereby acknowledges that any instruments evidencing the release or discharge of any Voluntary Monetary Encumbrances may be recorded at or after the Closing in accordance with standard, local conveyancing practice. Discharges for any non-institutional mortgage shall be recorded simultaneously with the deed.

3.4 Buyer may, prior to Closing, notify Seller in writing of any objection to title or survey matters (excluding objections to title and survey that are or are deemed to be Permitted Exceptions) (each a "New Encumbrance") not later than five (5) business days after discovery of the same. If Buyer does not object to any New Encumbrance as herein provided, such New Encumbrance shall be deemed a Permitted Exception. Seller shall have two (2) business days following its receipt of a Buyer's objection to notify Buyer by written notice as to whether or not Seller has elected to cure the matter or matters objected to by Buyer in such Buyer's objection (a "Seller's Title and Survey Notice"). Failure of Seller to give the Seller's Title and Survey Notice shall be deemed an election by Seller not to cure such objection(s). If Seller elects or is deemed to have elected not to cure any matter objected to in such Buyer's objection, Buyer shall elect within five (5) business days following the date of such election or deemed election either (i) to waive its objection or objections to the matter or matters not being cured by Seller, without reduction of the Purchase Price in which case such matter shall become a Permitted Exception; or (ii) to terminate this Contract by written notice to Seller, in which case the Deposit shall be promptly returned by the Escrow Agent to the Buyer without any further required action by either Buyer or Seller and neither party shall have any further liability or obligation to the other hereunder except for the Buyer's or Seller's obligations, as the case may be, under provisions of this Agreement, which expressly state that they shall remain in effect. If Seller has elected to cure any matter, such matter shall be cured by Seller prior to Closing, and Buyer shall be given a reasonable opportunity prior to Closing to verify that such matter has been cured to Buyer's reasonable satisfaction, in which event the Closing Date shall be extended for thirty (30) days (or such lesser amount of time as the Seller deems necessary to cure such matter) in order to accommodate the process. If any New Encumbrance is a Voluntary Monetary Encumbrance, Seller must satisfy the same on or before the Closing.

ARTICLE 4. Closing.

4.1 The closing of the transaction contemplated hereunder (the "Closing") shall take place at 10:00 a.m. on Thursday, July 12, 2018 (as such date may be extended pursuant to the terms hereof, the "Closing Date"), at the Worcester District Registry of Deeds or the office of the Buyer's lender.

4.2 At the Closing, Seller shall deliver the following documents:

4.2.1 The Deed, duly executed by Seller and acknowledged as required;

4.2.2 A certification of non foreign status, duly executed by Seller;

4.2.3 Affidavits and indemnities reasonably sufficient for the Title Company to delete any exceptions for parties in possession (other than tenants under the Leases, as tenants only) and mechanics' or materialmen's liens from the owner's title insurance policy and to provide so-called "gap" coverage (the "Title Policy");

4.2.4 An original of a closing statement setting forth the Purchase Price and the closing adjustments and prorations (the "Closing Statement"), duly executed by Seller; and

- 4.2.5 All other documents reasonably required to effectuate this Contract and the transactions contemplated hereby.
- 4.3 At the Closing, Buyer shall deliver, or cause to be delivered, the following:
 - 4.3.1 The Purchase Price as adjusted in accordance with the terms hereof;
 - 4.3.2 All other documents reasonably required to effectuate this Contract and the transactions contemplated hereby.

ARTICLE 5. Due Diligence Investigations by Buyer.

- 5.1.1 Buyer may, at Buyer's expense, order a title insurance report and commitment (the "Title Commitment") for an owner's title insurance policy and a lender's title insurance policy for the Property from a nationally recognized title insurer of Buyer's choice (the "Title Company"). Buyer shall (or shall instruct the Title Company) to send a copy of the Title Report and any updates thereto to Seller's attorney(s).
- 5.1.2 Survey. Buyer may, at Buyer's expense, employ a reputable surveyor or surveying firm, licensed by the state in which the Property is located, to prepare and deliver to Buyer a survey of the Property. Any and all matters that would be shown on such a survey of the Property, prepared in accordance with applicable ALTA survey standards, are referred to herein as "Survey Matters".
- 5.1.3 Examination of Title. Buyer shall have the opportunity until 5:00 P.M. on the day that is 90 CALENDAR DAYS AFTER P&S EXECUTION (the "Title Inspection Period"), to review the Title Commitment and all Survey Matters. On or before expiration of the Inspection Period, Buyer shall, pursuant to Section 3.4, notify Seller in writing of any defect in title to the Property, or any other matter which is indicated on the Title Commitment or any Survey Matter to which Buyer objects in its sole discretion.
- 5.1.4 Amendments to Title Commitment. Provided that the Buyer has obtained such Title Commitment and notified Seller of any defects or objections thereto, if any, pursuant hereto, prior to the end of the Inspection Period, Buyer shall have the right to object to any new title exceptions first raised by the Title Company after the date of the Title Commitment by giving written notice to Seller of the title exceptions to which Buyer is objecting on or before the earlier of (a) the date and time for Closing and (b) five business (5) days after receipt of notice of such exception from the Title Company. If Buyer does not object to any title exception first raised by the Title Company after the date of the Title Commitment by giving timely written notice as herein provided, such exception shall be a Permitted Exception. In the event Buyer gives timely written notice of objection to any title exception as herein provided, the provisions of Section 3.4 shall apply with respect thereto as if set forth herein in full.

5.1.5 Access to and Inspection of the Property. Buyer shall have the opportunity until 5:00 P.M. on December 15, 2017 (the "Ground Inspection Period"), to conduct any and all investigations and physical testing of the property. During the Inspection Period, Buyer shall have the right to enter upon and have access to the Property in order to make and conduct non-invasive physical inspections and other investigations of the Property, including but not limited to analysis of soil conditions, environmental conditions, and any non-invasive ground testing and structural conditions. If Buyer desires to perform any invasive testing, such testing may be permitted or denied in Seller's sole discretion, but Seller's permission shall not be unreasonably withheld and Seller hereby acknowledges that Buyer shall be permitted to conduct ground testing to determine whether the soil conditions will support Buyer's planned catch basins and drainage areas. Buyer understands and agrees that any on-site inspections of the Property shall be conducted upon at least twenty-four (24) hours prior written notice to Seller and, at Seller's option, in the presence of Seller or its representative. After its inspections are completed, Buyer shall restore the Property, at Buyer's sole cost and expense, substantially to its condition immediately prior to Buyer's inspections. All inspections shall occur at reasonable times agreed upon by Seller and Buyer.

In connection with its investigation of the Property during the Inspection Period, Buyer may inspect the Property in a non-invasive manner at Buyer's sole expense (i) for the presence of any Hazardous Substances and (ii) may conduct any engineering or architectural inspections analyzing compliance of the Property with applicable laws, codes, ordinances and regulations governing structures and access thereto by disabled persons, and shall upon Seller's request furnish to Seller copies of any reports received by Buyer in connection with any such inspections. If Buyer desires to perform any invasive testing, such testing may be permitted or denied in Seller's sole discretion, but Seller's permission shall not be unreasonably withheld and Seller hereby acknowledges that Buyer shall be permitted to conduct ground testing to determine whether the soil conditions will support Buyer's planned catch basins and drainage areas. As used herein, "Hazardous Substances" means all hazardous or toxic materials, substances, pollutants, contaminants, or wastes currently identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, each as amended, or any other Federal, state or local legislation or ordinances applicable to the Property.

Neither Buyer nor or any such other party entering the Property in the exercise of the access rights hereunder shall independently contact or communicate with any federal, state, municipal and other governmental bodies having jurisdiction over the Property, or any portion thereof ("Governmental Authorities"), or any Tenant or abutter, without, in each case, giving Seller the opportunity to be present at any requested meetings or discussion with Buyer or any such other party entering the Property in the exercise of the access rights hereunder with any such Governmental Authorities or any tenant or abutter, and to such end Buyer shall give Seller reasonable advance notice of any such meetings or discussion.

Simultaneously with the execution and delivery of this Agreement, Buyer shall deliver to Seller a certificate of commercial general liability insurance naming Seller as additional insured and evidencing coverage with such insurers as shall be reasonably satisfactory to Seller with limits no less than One Million Dollars (\$1,000,000.00) in the aggregate for general liability plus Two Million Dollars (\$2,000,000.00) in umbrella coverage, and such limits may be satisfied with excess liability insurance. The coverages evidenced by such certificates shall remain in effect for no less than one (1) year after later of the date of this Agreement or the exercise by Buyer or such other parties of any access rights hereunder.

Buyer agrees, in accessing the Property under this Section:

That Buyer will peacefully vacate the Property, free and clear of all personal property, returning the Property to Seller in as good condition as when Buyer entered into possession of same, and to do so immediately upon Seller's sending written notice to Buyer requesting that Buyer vacate the Property;

To pay for any and all damage to the Property which occurred as a result of any exercise of the right of access hereunder, and for all costs necessary to restore the Property to substantially its condition at the time of entry by Buyer (except ordinary wear and tear and pre-existing conditions), and to remove all personal property of Buyer; and

Buyer, at Buyer's sole expense, shall comply with all laws, ordinances, rules and regulations applicable to their use of or activities on the Property. Buyer shall not store or bring any materials or substances onto the Property which are considered toxic or hazardous materials or substances under Environmental Laws.

Buyer shall keep strictly confidential all information Buyer obtains as a result of its inspections of the Premises. Notwithstanding the foregoing, Buyer may provide such information to prospective lenders, provided Buyer requires such lenders to keep the information confidential. Buyer shall deliver to Seller a copy of all reports Buyer obtains as a result of its inspections within 72 hours of obtaining the same.

5.1.6 Indemnification for Inspections. Buyer agrees to indemnify and hold Seller, and its direct and indirect partners, managers, director, officer, members, agents, representatives, employees, invitees and successors and assigns (collectively, the "Seller Parties" and each a "Seller Party") harmless from and against all claims, damages and liability arising out of or relating to inspections, tests and investigations and for physical damage to property or bodily injury to persons which may have resulted or may result from any such entry upon or inspection or testing of the Property by Buyer, or by any employee, officer, agent, contractor, representative or assignee of Buyer, including, without limitation, such claims, damages and liability for personal injury or property damage, and all costs and reasonable attorneys' fees; provided, however, such indemnity shall not extend to protect Seller from any pre-existing liabilities for matters discovered by Buyer (except to the extent exacerbated by Buyer) or from any and all claims, demands, suits, obligations, payments, damages,

losses, penalties, liabilities, costs and expenses caused by the actions of Seller and any and all of Seller's agents, employees and contractors (and any others entering onto the Property for or at the request of Seller). This provision, and Buyer's obligation to indemnify and hold harmless Seller and the other obligations of Buyer under this Section 4 shall survive the termination of this Agreement for any reason or delivery of the Deed, as applicable.

5.1.7 Right of Termination. Seller agrees that in the event Buyer determines (such determination to be made in Buyer's sole and absolute discretion) that the Property is not suitable for its purposes or not to proceed with the transaction for any reason or no reason, Buyer shall have the right to terminate this Agreement by giving written notice thereof to Seller prior to 5:00 p.m. (Boston time) on the last day of the Ground Inspection Period. If Buyer gives such notice of termination within the Ground Inspection Period, this Agreement shall terminate and the Deposit shall be returned to the Buyer. If Buyer fails to give Seller a notice of termination prior to the expiration of the Ground Inspection Period, Buyer shall no longer have any right to terminate this Agreement under this Section and shall be bound to proceed to Closing and consummate the transaction contemplated hereby pursuant to the terms of this Agreement or forfeit the Deposit. Upon any such termination, and so long as such termination was not due to a default of Seller under this Agreement, at Seller's request, Buyer shall deliver to Seller, at no cost to Seller, and without any representation, warranty or right of reliance, copies of any title commitments, survey and non-proprietary third party reports prepared on behalf of Buyer which relate to the Property, and Buyer shall transfer to Seller ownership of all plans and approvals, if any, Buyer obtained in connection with its proposed purchase and development of the Premises.

5.2 Condition of Property. Buyer and Seller agree that upon the consummation of the Closing, Buyer will be acquiring the Property in its "AS-IS" condition, with all faults, if any, and without any warranty, express or implied, except as expressly set forth in this Agreement and stated to survive the Closing. By accepting the Deed and paying the Purchase Price, Buyer will be deemed to have acknowledged that it is familiar with the Property and has had full opportunity, to the extent it desired to do so, to fully inspect and review (i) the condition (environmental and otherwise) of the Property, (ii) the title to the Property, (iii) the compliance of the Property with Applicable Laws, and (iv) such engineering, legal and other matters related to the Property as Buyer has found appropriate, and Buyer will, upon the Closing, be deemed to have acknowledged that Buyer is satisfied with each of the foregoing matters. Buyer hereby confirms that neither Seller nor any other Seller Party nor any other person purporting to act on behalf of Seller (including any broker) has made any representation upon which Buyer is relying with respect to the Property or any other matter.

Upon consummation of Closing, Buyer hereby releases Seller and the other Seller Parties from and against any and all claims, demands and causes of action of any kind or character that Buyer may have relating to or arising out of (i) the condition of the Property, or (ii) any other

matter pertaining to the Property. Without limiting the foregoing, Buyer agrees that should any cleanup, remediation or removal of Environmental Substances or other conditions on the Property be required after the Closing Date, neither Seller nor any other Seller Party have any obligation to Buyer or anyone claiming under Buyer, and Buyer hereby releases Seller from any liability for or obligation relating to, such clean-up, removal or remediation. Such release under this shall survive the Closing or the earlier termination of this Agreement.

5.3 Buyer hereby agrees to indemnify and hold Seller harmless from and against any and all loss, cost or damage to the Property arising out of actions taken by Buyer or its agents, engineers or consultants, but expressly excluding loss, cost or damage arising out of discovery or the existence of pre-existing conditions (except to the extent that the acts or omissions of Buyer, its agents, consultants, engineers, or contractors exacerbate any such pre-existing conditions). The indemnification obligations of Buyer under this Section shall survive the Closing and delivery of the Deed or any termination of this Contract notwithstanding any other provisions herein to the contrary.

ARTICLE 6. AS IS, WHERE IS.

The Property is being acquired by Buyer in an "AS IS", "WHERE IS" condition, "WITH ALL DEFECTS" and "WITH ALL FAULTS". Buyer acknowledges that it will be acquiring the Property on the basis of its own investigations. Except as expressly set forth in this Contract, no representations or warranties, whether express, implied or statutory, have been made or are made and no responsibility has been or is assumed by Seller or by any officer, person, firm, agent or representative acting or purporting to act on behalf of the Seller as to condition or repair of the Property or the value, expense of operation, or income potential thereof, the reliability of any information furnished to Buyer or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof. Buyer hereby expressly releases the Seller Group (hereinafter defined) from any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising from, in connection with or caused by (a) Buyer's reliance upon any of the Property Information or statements, representations or assertions contained therein, or (b) the inaccuracy, incompleteness or unreliability of any of the Property Information

Upon consummation of Closing, Buyer shall be deemed to waive, release and forever discharge Seller, any affiliate of Seller and any manager, member, partner, shareholder, officer, director, employee, agent or person acting on behalf of Seller or any affiliate of Seller, Seller's heirs, successors and/or assigns (the "Seller Group") of and from any and all claims, actions, causes of action, demands, rights, damages, liabilities and costs whatsoever, direct or indirect, known or unknown, which Buyer now has or which may arise in the future, against the Seller Group related in any way to the Property, including, without limitation, all liabilities or obligations relating to environmental matters and Hazardous Materials located at, on, in, or under the Property or migrating from the Property, regardless of whether such Hazardous Materials are located on, under or in the Property prior to or after the date hereof. Buyer hereby agrees not to assert, and hereby releases Seller from, any claim for contribution, cost, recovery or otherwise against Seller Group relating directly or indirectly to the physical condition of the Property including, without limitation, the existence of oil, lead paint, lead, radon, asbestos, mold, or

Hazardous Materials or hazardous substances on, or the environmental condition of, the Property, whether known or unknown. For purposes of this paragraph, the term "Environmental Laws" shall mean all federal, state, or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated) and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, relating to the protection of human health, safety and environment; and the term "Hazardous Materials" shall include any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant or material which is hazardous, toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal life or the environment or which are defined, determined or identified as such in any Environmental Laws or which are regulated or subject to clean-up authority under any Environmental Laws, including, but not limited to materials defined as (A) "hazardous waste" under the Federal Resource Conservation and Recovery Act; (B) "hazardous substances" under the Federal Comprehensive Environmental Response, Compensation and Liability Act, (C) "pollutants" under the Federal Clean Water Act; (D) "toxic substances" under the Toxic Substances Control Act; and (E) "oil or hazardous materials" under state law, including, without limitation, M.G.L. ch. 21E and the Massachusetts Contingency Plan (310 C.M.R. 40.0000).

The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Contract and the Exhibits hereto annexed, which alone fully and completely express their agreement, and that this Contract has been entered into with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is expressly set forth in this Contract or the Exhibits annexed hereto. Buyer acknowledges that Seller has given Buyer the opportunity to inspect fully the Property and investigate all matters relevant thereto, and, to rely solely upon the results of Buyer's own inspections or other information obtained or otherwise available to Buyer. The provisions hereof shall survive Closing.

ARTICLE 7. Conditions to Closing; Extensions to Satisfy.

7.1 Buyer's Conditions. Without limiting any of the other conditions to Buyer's obligations to close set forth in this Contract, the obligations of Buyer under this Contract are subject to the satisfaction at the time of Closing of each of the following conditions (any one of which may be waived in whole or in part by Buyer at or prior to Closing):

- 7.1.1 All of the representations and warranties by Seller set forth in this Contract or any Exhibit attached hereto shall be true and correct in all material respects when made and shall be true and correct in all material respects as of the Closing;
- 7.1.2 Subject to the provisions of this Contract, the Property shall be in the same condition as it was at the date hereof, reasonable use and wear excepted; and

- 7.1.3 Seller shall have performed, observed, and complied in all material respects with all covenants and agreements required by this Contract to be performed by Seller at or prior to Closing.

7.2 Extension of Closing Date. If on or before the Closing Date any condition to Buyer's obligation to close set forth herein has not been satisfied, Seller shall attempt to satisfy any such unsatisfied condition, and if Seller so elects, the Closing Date shall be extended by written notice from Seller to Buyer for a period of up to thirty (30) calendar days as specified in said notice, but in no event shall Seller's obligations to satisfy any unsatisfied condition require Seller to expend more than one half of one percent of the sales price.

7.3 Seller's Conditions. Without limiting any of the other conditions to Seller's obligations to close set forth in this Contract, the obligations of Seller under this Contract are subject to the satisfaction at the time of Closing of each of the following conditions (any one of which may be waived in whole or in part by Seller at or prior to Closing):

- 7.3.1 All of the representations and warranties by Buyer set forth in this Contract or any Exhibit attached hereto shall be true and correct in all material respects when made and shall be true and correct in all material respects as of the Closing; and
- 7.3.2 Buyer shall have performed, observed, and complied in all material respects with all covenants and agreements required by this Contract to be performed by Buyer at or prior to Closing.

7.4 Failure of Condition. If any condition to either party's obligation to proceed with the Closing is not satisfied at Closing (as the same may be extended), other than as a result of a default by the other party (the remedies for which are provided for below), such party may either (i) terminate this Contract by delivering written notice to the other party on or before the Closing Date, whereupon the Deposit together with all interest accrued thereon, if any, shall be immediately paid to such party (and this shall be such party's sole and exclusive remedy at law and in equity as a result of such termination), or (ii) elect to close, notwithstanding the non-satisfaction of such condition, in which event such party shall be deemed to have waived any such condition.

ARTICLE 8. Default.

8.1 Seller Default. In the event that Seller fails to fulfill any of its obligations hereunder in any material respect, Buyer's sole and exclusive remedy shall be the right to elect any one of the following rights and remedies:

- 8.1.1 Buyer shall have the right to terminate this Contract by notice to Seller, in which event the Deposit shall be paid to Buyer, and thereupon all obligations of the parties under this Contract shall terminate (other than any party's obligations under provisions hereof expressly stated to survive, which shall remain in effect).

8.1.2 Buyer shall have the right to waive the default or failure of conditions and proceed to Closing in accordance with the provisions of this Contract without any adjustment of the Purchase Price.

8.1.3 If and to the extent Seller's breach is intentional, then and only in such event, Buyer may seek specific performance for conveyance of the Property on the terms and conditions set forth in this Contract, but in no event shall Buyer be entitled to damages in connection with any such action. Buyer must commence any suit for specific performance within thirty (30) days following the scheduled time of Closing, and further, if such suit is instituted, Seller shall have the right, by serving written notice upon Buyer within five (5) days of service upon Seller of such suit, to require Buyer to close in accordance with this Contract within twenty (20) days of delivery of such notice to Buyer (the "Reset Closing"). In the event Seller is ready, willing and able to close this transaction pursuant to the terms hereof on the date of the Reset Closing, Buyer shall complete this transaction in accordance with the terms of this Contract at the Reset Closing and dismiss its suit with prejudice for specific performance and discharge any lis pendens (or similar filing) filed in connection therewith at the Reset Closing.

8.2 Buyer Default. In the event of a default by Buyer of any of its representations, warranties, covenants or obligations hereunder, it would be extremely impracticable and difficult to estimate the damage and harm which Seller would suffer, and because a reasonable estimate of the total net detriment that Seller would suffer in the event of Buyer's failure to duly complete the acquisition hereunder is the amount of the Deposit, Seller shall be entitled to receive and retain the Deposit as and for Seller's sole and exclusive remedy for damages arising from Buyer's failure to complete the acquisition in accordance with the terms hereof, and Seller shall have no further recourse or remedy at law or in equity for any breach by Buyer hereunder; provided, however that, notwithstanding anything herein to the contrary, in addition to Seller's ability to retain the Deposit, Seller shall also have the right to enforce Buyer's obligations under those sections hereof expressly stated to survive.

8.3 No Indirect Damages. Under no circumstances shall Seller or Buyer have the right to any indirect, consequential or punitive damages, "overhead" or similar charges, or any damages relating to lost profits or lost opportunities with respect to any such default by the other party hereto, it being understood that Seller and Buyer hereby waive their right to collect all other damages and all of their rights and remedies on account of a default hereunder by the other party hereto, and agree that the remedies described in herein shall be their sole and exclusive remedies in the event of any such default.

ARTICLE 9. Damage or Destruction; Condemnation.

9.1 The risk of loss, damage or destruction to the Property by fire or other casualty or the taking of all or part of the Property by condemnation or eminent domain or by an agreement in lieu thereof until the Closing is assumed by Seller.

9.2 If prior the Closing Date, all or a material portion of the Property is taken by condemnation, eminent domain or by agreement in lieu thereof, or any proceeding to acquire, take or condemn all or a material portion of the Property is threatened or commenced, Buyer may either terminate this Contract (in which event Buyer shall be entitled to a return of the Deposit and all other obligations of the parties hereto shall cease except those expressly stated to survive) or purchase the Property in accordance with the terms hereof, without reduction in the Purchase Price, together with an assignment of Seller's rights to any award paid or payable by or on behalf of the condemning authority. If Seller has received payments from the condemning authority and if Buyer elects to purchase the Property, Seller shall credit the amount of said payments against the Purchase Price at the Closing (less amounts reasonably expended by Seller in collecting the proceeds prior to the Closing Date).

9.3 Seller shall promptly notify Buyer of any material damage or destruction to the Property or any notice received by it or information or awareness acquired by it regarding the threatening of or commencement of condemnation or similar proceedings.

ARTICLE 10. Representations and Warranties of Seller.

10.1 In order to induce Buyer to enter into this Contract and to consummate the purchase of the Property, Seller hereby represents and warrants to Buyer as of the date of this Contract as follows:

10.1.1 Authority. This Contract is, or at the Closing will be, legal, valid, and binding obligations of Buyer enforceable in accordance with their terms.

10.1.2 Leases. There are no leases or occupancy agreements affecting the Property.

10.1.3 Section 1445. Seller is not a "foreign person" as defined by the Internal Revenue Code (the "Code"), Section 1445, and Seller will execute and deliver to Buyer at Closing an affidavit or certification in compliance with Code Section 1445.

10.1.4 Patriot Act/Executive Order 13224. Seller is not in violation of any legal requirements, now or hereafter in effect, relating to money laundering, anti-terrorism, trade embargoes and economic sanctions, including, without limitation, Executive Order 13224 (as defined below) and the Patriot Act (as defined below). Seller (i) is not (a) a Blocked Person (as defined below) or (b) owned, in whole or in part, directly or indirectly, by any Blocked Person; and (ii) does not (a) conduct any business or engage in any transaction or dealing with a Blocked Person or (b) deal in, or otherwise engage in, any transaction or dealing relating to any property, or interests in property, blocked pursuant to Executive Order 13224.

As used herein, (i) "Blocked Person" is defined as any individuals or entities which (a) are owned or controlled by, or acting on behalf of, the governments of countries currently listed under section 6(j) of the Export

Administration Act as supporting international terrorism, or (b) are owned or controlled by, are acting on behalf of, or are associated with international terrorism, as indicated by their listing on the Treasury Department's Specially Designated Nationals and Blocked Persons, as updated from time to time; (ii) "Executive Order 13224" is defined as Executive Order Number 13224, "Blocking Property Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism," 66 Fed. Reg. 49079 (Sept. 23, 2001); and (iii) "Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272.

10.2 For the purposes of this Contract, the term "**Seller's knowledge**" or words of similar import, shall refer only to the actual knowledge of David C. Kilbourn, and shall not be construed to refer to the knowledge of any other manager, member, partner, beneficial owner, officer, employee or agent of Seller, nor shall such term impose any duty to investigate the matters to which such knowledge, or absence thereof, pertain. If, after the date hereof and prior to the Closing, either party obtains knowledge that any of the representations or warranties made herein by the other are untrue, inaccurate or incorrect in any material respect, such party shall give the other party written notice thereof within five (5) business days of obtaining such knowledge and the party so notified shall have the opportunity to cure such matter prior to the Closing.

ARTICLE 11. Seller's Covenants Prior to Closing. Between the date hereof and the Closing:

11.1 Operation of Premises. Not applicable.

11.2 Leases. Seller shall not (i) enter into any Lease,

11.3 Operating Contracts. Seller shall not, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, enter into any agreement which could bind Buyer or the Property after the Closing.

11.4 Security Deposits. Not applicable.

ARTICLE 12. Apportionment of Taxes and Other Charges.

12.1 Prorations. All normal and customarily proratable items, including without limitation, real estate and personal property taxes and assessments, shall be prorated as of the Closing Date, Seller being charged and credited for all of the same relating to the period up to the Closing Date and Buyer being charged and credited for all of the same relating to the period on and after the Closing Date. If the amount of any such item is not known at the time of the delivery of the Deed, such item shall be apportioned on the basis of the comparable period of the prior year with a reapportionment within ninety (90) days of the Closing Date or as soon thereafter as the amount of the item is actually determined.

12.2 Survival. The provisions of this ARTICLE 12 shall survive the Closing for a period of six (6) months, and in the event of any error in performing the prorations contemplated by this Contract or if information becomes available subsequent to the Closing indicating that the prorations performed at Closing were not accurate the parties hereto shall be obligated promptly to re-prorate the closing adjustments to correct such errors and to reflect such new information. A detailed statement shall be prepared at the Closing setting forth the manner of computation of the aforesaid pro ration adjustments.

ARTICLE 13. Closing Costs.

Except as hereinafter specifically provided, Seller and Buyer shall allocate all closing costs between them in accordance with standard practice in Worcester County, Massachusetts. Each of Seller and Buyer shall be responsible for preparing such documents as it is obligated to deliver and for its own legal expenses. Seller and Buyer agree to allocate closing costs as follows:

13.1 Transfer taxes, deed taxes, gains taxes or the like shall be paid by Seller.

13.2 Title examination and Buyer's Title Policy expenses and premiums shall be paid by Buyer.

13.3 Survey expenses shall be paid by Buyer.

13.4 The cost of preparation and recordation of any releases and termination statements required to clear title to the Property shall be paid by Seller.

13.5 The cost of recordation of the Deed shall be paid by Buyer.

ARTICLE 14. Broker.

14.1 Each party represents hereby to the other that it dealt with no broker in the consummation of this Contract except for Crown Ledge Realty of 178 Newell Hill Road, Sterling, MA 01564 and Metrowest Realtors, Inc. of 94 North Main Street, West Boylston, MA 01583, whose commission shall be paid by Seller, and each party shall indemnify and save the other harmless from and against any claim, loss, cost, damage, liabilities and expense (including, without limitation, reasonable counsel fees and court costs) arising from the breach of such representation by the indemnifying party.

14.2 The provisions of this ARTICLE 14 shall survive Closing or the termination of this Contract.

ARTICLE 15. Representations and Warranties of Buyer.

Buyer hereby represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

15.1 Buyer is, and on the Closing Date shall be, a Massachusetts corporation duly and validly organized and existing and governed by the laws of the Commonwealth of Massachusetts

(or, if Buyer assigns this Agreement to a permitted assignee, such assignee shall be, on the date of such assignment and on the Closing Date, an entity duly and validly organized and existing under the laws of the jurisdiction of its formation and qualified to do business in the Commonwealth of Massachusetts). This Contract and all documents executed by Buyer that are to be delivered to Seller at the Closing are, or at the time of Closing will be, duly authorized, executed and delivered by Buyer, and all consents required under Buyer's organizational documents or by law will have been obtained. All necessary third party consents and approvals to the transactions contemplated hereby have been obtained. This Contract and such documents are, or at the Closing will be, legal, valid, and binding obligations of Buyer enforceable in accordance with their terms.

15.2 Buyer is not in violation of any legal requirements, now or hereafter in effect, relating to money laundering, anti-terrorism, trade embargoes and economic sanctions, including, without limitation, Executive Order 13224 and the Patriot Act. Buyer (i) is not (a) a Blocked Person or (b) owned, in whole or in part, directly or indirectly, by any Blocked Person; and (ii) does not (a) conduct any business or engage in any transaction or dealing with a Blocked Person or (b) deal in, or otherwise engage in, any transaction or dealing relating to any property, or interests in property, blocked pursuant to Executive Order 13224.

ARTICLE 16. Further Assurances.

16.1 Seller and Buyer shall cooperate with one another at reasonable times and on reasonable conditions and shall execute and deliver such instruments and documents as may be necessary in order fully to carry out the intent and purposes of the transactions contemplated hereby. Except for such instruments and documents as the parties were originally obligated to deliver by the terms of this Contract, such cooperation shall be without additional cost or liability.

16.2 The provisions of this Article shall survive the Closing.

ARTICLE 17. Duties and Responsibilities of Escrow Agent.

Escrow Agent shall deliver the Deposit to Seller or Buyer promptly after receiving a joint written notice from Seller and Buyer directing the disbursement of the same, such disbursement to be made in accordance with such direction.

In the event of a disagreement between the Buyer and Seller and the property does not close Escrow Agent shall

Hold the Deposit as provided in this Contract and decline to take any further action until Escrow Agent receives a joint written direction from Buyer and Seller or any order of a court of competent jurisdiction directing the disbursement of the Deposit, pending the expiration of all appeal periods, in which case Escrow Agent shall then disburse the Deposit in accordance with such direction;

17.1 In the event of litigation between Buyer and Seller, may deliver the Deposit to the clerk of any court in which such litigation is pending; or

Escrow Agent shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Contract and it may rely, and shall be protected in acting or refraining from acting in reliance upon an opinion of counsel and upon any directions, instructions, notice, certificate, instrument, request, paper or other documents believed by it to be genuine and to have been made, sent, signed or presented by the proper party or parties. In no event shall Escrow Agent's liability hereunder exceed the aggregate amount of the Deposit. Escrow Agent shall be under no obligation to take any legal action in connection with the Escrow or this Contract or to appear in, prosecute or defend any action or legal proceedings which would or might, in its sole opinion, involve it in cost, expense, loss or liability unless, in advance, and as often as reasonably required by it, Escrow Agent shall be furnished with such security and indemnity as it finds reasonably satisfactory against all such cost, expense, loss or liability. Notwithstanding any other provision of this Contract, Buyer and Seller jointly indemnify and hold harmless Escrow Agent against any loss, liability or expense incurred without bad faith on its part and arising out of or in connection with its services under the terms of this Contract, including the cost and expense of defending itself against any claim of liability.

Escrow Agent shall not be bound by any modification of this Contract affecting Escrow Agent's duties hereunder unless the same is in writing and signed by Buyer, Seller and Escrow Agent. From time to time on or after the date hereof, Buyer and Seller shall deliver or cause to be delivered to Escrow Agent such further documents and instruments that fall due, or cause to be done such further acts as Escrow Agent may reasonably request (it being understood that the Escrow Agent shall have no obligation to make any such request) to carry out more effectively the provisions and purposes of this Contract, to evidence compliance with this Contract or to assure itself that it is protected in acting hereunder.

Escrow Agent shall serve hereunder without fee for its services as escrow agent. All deposits shall be held by the Escrow Agent in its IOLTA Conveyancing Escrow account in a federally insured bank doing business in Massachusetts.

ARTICLE 18. Notices.

Any notice, consent or approval required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) delivery by Federal Express or another reliable overnight courier service, (iii) upon confirmed facsimile transmission (except that if the date of such transmission is not a business day or within normal business hours, then such notice shall be deemed to be given on the first (1st) business day following such transmission), or (iv) upon confirmed email, and addressed as follows:

| | |
|------------|---|
| To Seller: | Stuart L. Snyder |
| | 110 Cedar Street, Suite 250 |
| | Wellesley, MA 02481 |
| | Phone: 781-431-2231, ext. 230 |
| | Fax: 781-431-8726 |
| | Email: SLS@SnyderLegal.com |

To Buyer: Mary Orciuch
11 Foster Street
Worcester, MA
Phone: 508-791-3800
Fax: 508-799-4675
Email: maryorciuch@gmail.com

or such other address as either party may from time to time specify in writing to the other. Any notice, consent, approval or extension of time hereunder may be given on behalf of a party by its attorney in accordance with the terms of Contract.

ARTICLE 19. Miscellaneous.

19.1 Assignment by Purchaser; Successors and Assigns. Without the prior written consent of Seller, which consent shall not be unreasonably withheld, Buyer shall not, directly or indirectly, assign this Contract or any of its rights hereunder. Notwithstanding the foregoing, Buyer shall have the right to assign this Contract to any entity owned and controlled by Buyer or any of Buyer's principals; provided that Buyer gives Seller written notice of such assignment at least seven (7) days prior to Closing and such entity assumes the obligations of Buyer hereunder in writing. No such assignment shall release Buyer from its obligations hereunder. Subject to the terms of this paragraph, this Contract shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

19.2 Entire Agreement; Amendment. The parties understand and agree that their entire agreement is contained herein and that no warranties, guarantees, statements, or representations shall be valid or binding on a party unless set forth in this Contract. It is further understood and agreed that all prior understandings and agreements heretofore had between the parties are merged in this Contract which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation not embodied in this Contract. This Contract may be changed, modified, altered or terminated only by a written agreement signed by Buyer and Seller and, with respect to the provisions of ARTICLE 179 only, the Escrow Agent.

19.3 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of choice of law or conflicts of law. For purposes of any suit, action or proceeding involving this Contract, Buyer and Seller hereby expressly submit to the jurisdiction of all federal and state courts sitting in the Commonwealth of Massachusetts and consent that any order, process, notice of motion or application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed, and the parties agree that such courts shall have exclusive jurisdiction over any such suit, action or proceeding commenced by either or both of said parties. In furtherance of such agreement, the parties agree upon the request of the other to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction. Each party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Contract brought in any federal or state court sitting in Worcester County, Commonwealth of

Massachusetts, and hereby further irrevocably waives any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient form.

19.4 Waiver of Trial by Jury. In recognition of the benefits of having any disputes with respect to this Contract resolved by an experienced and expert person, Buyer and Seller hereby agree that any suit, action or proceeding, whether claim or counterclaim, brought or instituted by any party hereto on or with respect to this Contract or which in any way relates, directly or indirectly, to this Contract or any event, transaction, or occurrence arising out of or in any way connected with this Contract or the Property, or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, EXPRESSLY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.

19.5 No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer of the breach of any covenant of this Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Contract.

19.6 Time of the Essence; Time Periods. Time is of the essence of this Contract. Any reference in this Contract to the time for the performance of obligations or elapsed time shall mean consecutive calendar or business days, months, or years, as applicable. As used in this Contract, the term "business day" shall mean any day other than a Saturday, Sunday, recognized federal holiday or a recognized state holiday in the Commonwealth of Massachusetts. If the last date for performance by either party under this Contract occurs on a day which is not a business day, then the last date for such performance shall be extended to the next occurring business day.

19.7 Severability. If any term, provision, covenant, or condition of this Contract, or the application thereof to any person or any circumstance, is held to be unenforceable, invalid or illegal (in whole or in part) for any reason (in any relevant jurisdiction), the remaining terms, provisions, covenants, and conditions of this Contract, modified by the deletion of the unenforceable, invalid or illegal portion (in any relevant jurisdiction), will continue in full force and effect, and such unenforceability, invalidity, or illegality will not otherwise affect the enforceability, validity or legality of the remaining terms, provisions, covenants and conditions of this Contract so long as this Contract as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the deletion of such portion of this Contract will not substantially impair the respective expectations of the parties or the practical realization of the benefits that would otherwise be enforced upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited or unenforceable provision with a valid provision, the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision.

19.8 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall be deemed to constitute one and the same instrument.

19.9 Construction of Agreement. This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been

prepared primarily by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Contract.

19.10 Merger. Except as otherwise specifically provided herein or in any closing document, the acceptance of the deed by the recordation thereof shall be deemed to be a full and complete performance and discharge of every agreement and obligation of the Seller herein contained.

19.11 No Third Party Beneficiaries. Nothing in this Contract is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Contract.

19.12 Captions. The captions in this Contract are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Contract or any part hereof.

19.13 Recording. It is agreed hereby that neither this Contract nor any notice or memorandum hereof shall be recorded or filed with the Worcester County Registry of Deeds or with any other governmental body.

19.14 Publicity and Confidentiality. Seller and Buyer each agree that, prior to the Closing, the terms of the transaction contemplated by this Contract, the existence of this Contract, any information discovered by Buyer during its due diligence and all information made available by one party to the other shall be maintained in strict confidence and no disclosure of such information will be made by Seller or Buyer, whether or not the transaction contemplated by this Contract shall close, except to such attorneys, accountants, investment advisors, lenders and others as are reasonably required to evaluate and consummate that transaction. Nothing in this Article shall prevent Seller or Buyer from disclosing or accessing any information otherwise deemed confidential under this Article (a) in connection with that party's enforcement of its rights hereunder; (b) pursuant to any legal requirement, any statutory reporting requirement or any accounting or auditing disclosure requirement; (c) in connection with performance by either party of its obligations under this Contract (including, but not limited to, the delivery and recordation of instruments, notices or other documents required hereunder); or (d) to potential investors, participants or assignees in or of the transaction contemplated by this Contract. The provisions of this paragraph shall survive the Closing or the termination of this Contract.

19.15 No Offer. The submission of this Contract for review and execution shall not be deemed an offer by Seller to sell the Property nor a reservation or option for the Property on behalf of the Buyer. This Contract shall become effective and binding only upon the execution and delivery hereof by both the Buyer and the Seller.

19.16 IRS Real Estate Sales Reporting. Buyer, Seller and Escrow Agent hereby agree that Escrow Agent shall act as "the person responsible for closing" the transaction which is the subject of this Contract pursuant to Section 6045(e) of the Code and shall prepare and file all informational returns, including IRS Form 1099S, and shall otherwise comply with the provisions of Section 6045(e) of the Code.

19.17 Attorneys' Fees. In the event of a judicial or administrative proceeding or action by one party against the other party with respect to the interpretation or enforcement of this

Contract, the prevailing party shall be entitled to recover reasonable costs and expenses including reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial or appellate level. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments or positions prevailed.

ARTICLE 20. Like-Kind Exchange.

At Seller's election, Buyer shall cooperate with Seller in effecting a so-called Section 1031 like-kind exchange provided that (a) all costs and liabilities associated with such exchange shall be borne by Seller; (b) such cooperation shall not require Buyer to take title to any real estate other than the Property; (c) such exchange shall not affect Seller's obligation to deliver title in accordance with the terms hereof; and (d) Seller shall indemnify and hold Buyer harmless from any and all cost, liability or expense arising out of such cooperation. Seller may choose to effectuate the conveyance of the Unit to Buyer via more than one deed, so long as the deeds delivered by Seller aggregate a one hundred percent (100%) interest in the premises. The provisions of this paragraph shall survive the Closing.

ARTICLE 21 – BUYER and SELLER mutually acknowledge that BUYER shall diligently seek to obtain such permits, licenses, and approvals as are necessary to develop the premises pursuant to the Massachusetts Comprehensive Permit Act (Chapter 40B) (hereinafter, "Buyer's Permitting"). SELLER agrees to cooperate in this effort by joining in any required applications, provided that such cooperation is at no cost to SELLER. BUYER's obligations hereunder are fully contingent upon Buyer obtaining Buyer's Permitting on or before the Closing Date set forth in Article 4 hereof. If Buyer has not obtained Buyer's Permitting on or before 21 calendar days prior to the Closing Date, Buyer shall so notify Seller in writing, and the Closing Date shall be extended for up to 60 calendar days, as set forth in Buyer's notice to Seller. If at the expiration of the foregoing extension, Buyer still has not obtained Buyer's Permitting, Buyer may: (a) terminate this Agreement and receive a refund of its Deposit or (b) extend the Closing Date in increments of 30 calendar days each for up to 180 calendar days and pay Seller simultaneously with each extension a non-refundable fee of \$5,000.00 for each period of 30 calendar days Buyer so extends.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as an instrument under seal as of the day and date first written above.

SELLER:



David C. Kilbourn

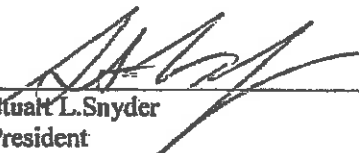
BUYER:

CRESCENT BUILDERS, INC.
a Massachusetts corporation

By: 
Name: Iqbal Ali
Title: President

ESCROW AGENT:

STUART L. SNYDER, P.C.

By: 
Name: Stuart L. Snyder
Title: President

Stuart L. Snyder

From: wire_room@firstrepublic.com
Sent: Wednesday, August 02, 2017 12:41 PM
To: SLS@SnyderLegal.com
Subject: [Cust Inc Wire Advice - eMail] Message ID:170802094121F100 Advice Code:INCSADEM

From: First Republic Bank Wire Operations

This funds transfer was received for \$25,000.00.
The funds have been CREDITED to account # *****4249.

Sender:

Name : AVIDIA BANK
ABA # : 211370529
Reference # : P201708020014376
Received from :
By Order Of : CRESCENT BUILDERS INC
Value Date : 2017-08-02 00:00:00

OMAD Reference # : 20170802L1B78H1C00142408021241FT03

Additional Funds Transfer Information:

Beneficiary: LAW OFFICE OF STUART L SNYDER, P.C.

Beneficiary Bank:

* * *

Originator Info: CRESCENT BUILDERS INC

Originator Bank:

Originator Bank Info:

Bank to Bank and all other FRB info fields:

IMPORTANT NOTE: You have just received an automatic wire notification from First Republic Bank. Please do not reply to this email - First Republic Bank will not receive your message. If you have questions regarding your wire notification, please contact your banker.