

## AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

THIS AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (“**Agreement**”), made as of the Effective Date (as defined below), by and between **Villebridge Acquisitions, LLC**, a Massachusetts limited liability company with an office at 1150 Great Plain Avenue #920056, Needham, Massachusetts 02492 (“**Buyer**”), and **Stigliano Inc.**, (“**Seller**”), and supersedes and replaces all prior agreements.

### RECITALS

A. Seller is the owner of certain real property with the buildings thereon located at 18 Boston Street, Middleton, Massachusetts, containing approximately 1.67 acres of land, being the premises more particularly described in the deed of Stigliano Inc. dated June 16, 2017 and recorded with the Essex South District Registry of Deeds in Book 35947, Page 473, which shall be subdivided as described herein (the “**Entire Tract**”).

B. Pursuant to the terms and conditions hereof, Seller desires to sell and convey to Buyer and Buyer desires to purchase from Seller, the Property (hereinafter defined).

C. Buyer is purchasing the Property and adjacent property for the purpose of developing the same for fully approved ready to build residential facility which may be approved (i) pursuant to Massachusetts General Laws Chapter 40B consisting of approximately 75% of residential apartments offered at market value and the balance of the residential apartments being affordable to household incomes of 80% of the Area Median Income or as may otherwise be determined by a qualified subsidizing agency under M.G.L. c. 40B, or (ii) by other zoning relief (hereinafter referred to as the “**Intended Use**”).

D. In connection with this Agreement, the parties desire to set forth in writing all of the terms, conditions and agreements upon which Seller shall sell and Buyer shall purchase the Property and otherwise consummate the transactions contemplated hereby.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree that the foregoing recitals are true and correct and incorporated as if fully set forth below and further covenant and agree as follows:

1. **INCORPORATION.** The above recitals and all Exhibits referred to in this Agreement are incorporated and made a part of this Agreement.

2. **PURCHASE AND SALE.** On the terms and subject to the conditions herein set forth, Seller agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, free and clear of all claims, liens, liabilities, encumbrances and security interests except as otherwise provided below, all of Seller’s right, title and interest in and to the following (collectively, the “**Property**”): the portion of the Entire Tract shown as “Lot B” on Exhibit A attached hereto, together with all rights, appurtenances, hereditaments, and improvements thereon and relating thereto, subject only to the Permitted Exceptions (hereinafter defined), including, without limitation all development rights and air rights, all improvements and fixtures, if any, located on the Real Property. **A specific legal description of the Property will be included in the Deed (as hereinafter defined) based on the approval of the Middleton Planning Board of a plan dividing the Property from the Entire Tract, as described in Section 12 below.**

3. **PURCHASE PRICE.** Subject to the conditions hereinafter set forth, Buyer shall pay to Seller, as the purchase price for the Property, the sum of [REDACTED] in excess of the 40,000 square feet to be retained by Seller, as depicted in the attached Exhibit 1, wherein Lot A is the 40,000 SF lot retained by Seller, and Lot B is the land to be acquired by Buyer, payable as follows:

- a. [REDACTED] earnest money deposit the “**Initial Deposit**”) to be deposited with Commonwealth Land Title Insurance Company (“**Escrow Agent**”) within three (3) business days after execution and delivery of this Agreement by both Buyer and Seller.
- b. [REDACTED] earnest money deposit (the “**Additional Deposit**”) to be deposited with Escrow Agent within three (3) business days after the expiration of the Due Diligence Period if this Agreement is not terminated pursuant to Section 11 below. The Initial Deposit and the Additional Deposit, together with all accrued interest thereon, are collectively referred to in this Agreement as the “Earnest Money”.
- c. The Earnest Money shall be placed in an interest-bearing account at a federally insured bank and shall be held in accordance with this Agreement and the Escrow Agreement of even date herewith between Seller, Buyer and the Escrow Agent. The Earnest Money shall be credited against the Purchase Price at Closing, or, subject to the terms and conditions of this Agreement, shall be paid to Buyer upon termination of this Agreement; and
- d. The balance in the amount of [REDACTED] payable by bank check, certified check or wired funds on the Closing Date (hereinafter defined).

4. **DEED.** At Closing Seller shall transfer title to the Real Property by a quitclaim deed in the form attached hereto as Exhibit B (the “**Deed**”), in recordable form, with state deed tax or other transfer taxes to be paid by Seller, conveying to Buyer good and marketable fee simple title to the Real Property subject only to the exceptions listed in the Title Evidence (hereinafter defined) approved or deemed approved by Buyer pursuant to Section 7 (“**Permitted Exceptions**”).

5. **POSSESSION.** Seller shall deliver possession of the Property to Buyer as of the Closing Date, free of all tenants and occupants and all personal property, including all furniture, fixtures, and equipment that is not affixed to the building.

6. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the Property do not conform with the provisions hereof, the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

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

The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the to the said premises, in their then condition and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire

or casualty insured against, then the Seller shall, unless the Seller has previously restored the premises to their former condition, either

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

Nothing in this Section 6 shall affect Buyer's rights and remedies under Section 22 hereof in the case of a breach or default by Seller hereunder.

7. TITLE EVIDENCE. Buyer shall have a period of sixty (60) calendar days following the Effective Date ("**Title Review Period**") to review 1) the Seller's title to the Property and all documents, maps and plans referenced therein (the "**Title Evidence**") or 2) ALTA Survey and to give Seller written notice objecting to any matter reflected therein ("**Title Objection Notice**"). In the event Buyer fails to notify the Seller within said Title Review Period of any such disapproval of the matters disclosed by Buyer's review of the Title Evidence, the state of title to the Property shall be deemed approved. If any objections are so made, the Seller shall use reasonable efforts to cure all such title objections within thirty (30) days after receipt of the Title Objection Notice. Except for the expenditure of funds to discharge Seller's voluntary mortgages, municipal charges, mechanics/materialman's liens and tax liens, any payment of legal fees and for items required by this Agreement (hereinafter "**Mandatory Cure Items**"), the obligation of the Seller to use "reasonable efforts" as set forth herein shall not require the Seller to expend more than \$10,000.00 to fulfill said obligation. If such objections are not curable within thirty (30) days after Seller's receipt of the Title Objection Notice, or if the same are not in fact cured within said thirty (30) days for any reason, then Buyer may, at its option, upon ten (10) days' written notice to the Seller, either (a) terminate this Agreement by notice to Seller and Escrow Agent, in which case all Earnest Money paid by Buyer to Seller hereunder shall be promptly refunded to Buyer and the parties shall have no further liability to each other hereunder, except those obligations which expressly survive termination hereof, or (b) waive the objections and proceed to Closing. If Buyer fails to give timely notice electing either alternative (a) or (b), Buyer shall be deemed to have elected alternative (b). Notwithstanding any provision contained in this Agreement, in no event shall any Mandatory Cure Items (other than current taxes and assessment not yet due and payable and items created by Buyer) be deemed to be Permitted Exceptions to title, and any Mandatory Cure Items (other than current taxes and assessments not yet due and payment and items created by Buyer) shall, on or before the Closing Date, be paid in full by Seller. For purposes of this Agreement, Permitted Exceptions shall be defined as: ad valorem taxes not yet due and payable for the year of Closing and subsequent years; zoning ordinances and all other laws, rules, regulations and ordinances of any governmental authorities having jurisdiction over the Property; and any easements, restrictions or other matters appearing in the Title Commitment or on the Survey which have been approved or deemed approved by Buyer, or which have been waived by Buyer pursuant to this Section 7.

8. PRORATIONS; TAXES. All non-delinquent real estate taxes and assessments shall be prorated between Buyer and Seller as of the Closing Date. Any delinquent taxes or assessments on the Property shall be paid at Closing from funds accruing to Seller. All payments relating to taxes and assessments which are due and payable prior to the Closing Date shall be paid at the Closing. All payments relating to taxes and assessments which are due and payable after the Closing shall be paid, and/or assumed, by Buyer. With respect to real property taxes, if the Closing shall occur before the tax rate or assessment is fixed, the apportionment of such real property taxes shall be upon the basis of the tax rate for the immediately

preceding year applied to the latest assessed valuation, but such taxes shall be re-adjusted as soon as the applicable rate and assessment is fixed.

9. CONFIDENTIALITY. In connection with evaluating the purchase of the Property, Buyer has or shall receive from Seller certain “Confidential Information” (as defined below) concerning the Property to enable Buyer to evaluate its purchase of the Property. Seller is willing to, or has disclosed, certain “Confidential Information” to Buyer in connection with its evaluation of the transactions contemplated by this Agreement, subject the terms and conditions set forth in this Section 9. Seller and the Buyer agree as follows:

- a. For purposes of this Agreement, “**Confidential Information**” means any information supplied by Seller or any officer, director, employee or representative of Seller (the Seller’s “**Affiliates**”) to Buyer or employee or representative of Buyer (Buyer’s “**Affiliates**”) or any attorney, accountant, consultant, contractor, agent, and prospective lender and investor (Buyer’s “**Representatives**”) that has been expressly or implicitly protected from unrestricted use by persons not associated with the Seller and includes, but is not limited to appraisals, contracts, surveys, research, and information pertaining to the Property; provided, however, that “Confidential Information” shall not include information that Buyer demonstrates by reasonably competent proof:
  - i. is or becomes generally available to the public other than as a result of a disclosure by Buyer or anyone to whom Buyer transmits the information;
  - ii. was available to Buyer on a non-confidential basis prior to its disclosure to Buyer by Seller;
  - iii. was actually known by the Buyer (without any obligation to the Seller as to use or disclosure) prior to its disclosure to Buyer by Seller or its Affiliates; or
  - iv. is disclosed by Seller to a third party without obligation of confidentiality.

All information which is identified or marked “confidential,” or “for company use only” or is identified or marked with any similar reference shall be Confidential Information; *provided that*, the failure of any information to be so identified or marked shall not create a presumption that such information is not Confidential Information.

- b. Buyer and Buyer’s Affiliates and Representatives will use Confidential Information only for the purpose of evaluating the purchase of the Property on the terms set forth in this Agreement and for no other purpose.

10. REPRESENTATIONS OF SELLER, AND CERTAIN COVENANTS OF SELLER. Seller makes the following representations to Buyer as of the Effective Date and as of the Closing Date. Wherever any of the representations below are made to the Seller’s actual knowledge, the same shall mean to the actual knowledge of Rocco Vigorito without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed that any such representations made to actual knowledge shall not constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge:

- a. Authority. Seller is a corporation duly organized under the laws of the Commonwealth of Massachusetts. Seller is the owner of good and marketable title to the Property, and has all

necessary power and authority to enter into this Agreement and convey the Property to Buyer free and clear of all encumbrances. The person(s) executing this Agreement on behalf of Seller is/are duly authorized to execute this Agreement and consummate the transaction contemplated hereby on behalf of the Seller.

b. Enforceability. This Agreement constitutes, and upon their due execution and delivery, all Seller Closing Documents constitute the valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

c. Violations. Seller has received no written notice of any violations of law, municipal ordinances or federal, state, county, municipal or other governmental agency regulations, orders or requirements relating to the Property and no actual knowledge of any such violation. To the best of Seller's actual knowledge, Seller has received no notice of any default or breach of any covenants, conditions, restrictions or easements affecting the Property which have not been cured. Seller agrees that, if any such notice is received by Seller at any time prior to Closing, then Seller shall notify Buyer promptly of such notice of violation and, at Buyer's request, provide a copy of such notice of violation, in writing, to Buyer. Should Seller receive such notice of violation, Seller shall exercise reasonable efforts, as previously defined, to cure such default or breach contained in the notice within thirty (30) days after receipt of the notice. At Buyer's option, the Closing Date shall be extended until such time Seller has cured the default or breach, or Buyer may terminate this Agreement by written notice to Seller and receive the Earnest Money back, without further recourse to the parties hereto.

d. Litigation. There is no litigation, suit, arbitration, mediation, proceeding, claim or investigation, including any environmental, zoning or land use regulation proceeding, pending or threatened, against Seller or relating to any aspect of the Property which might create or result in a lien on or otherwise adversely affect the Property or any part thereof or interest therein.

e. Other Documents. Neither the execution or the delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in any breach or violation of, or default under, Seller's organizational documents, any law, ordinance, regulation, judgment, decree, order, mortgage, lease, agreement, indenture or other instrument or document to which Seller is a party or by which the Property is bound.

f. Condemnation. Seller has not received any written notice from any governmental authority of, and has no knowledge of, any pending or threatened proceedings in eminent domain which would adversely affect all or any portion of the Real Property.

g. Foreign Person Affidavit. Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

h. Leases. Seller has provided to Buyer complete copies of all leases and occupancy agreements ("Leases") affecting the Real Property, a list of which is attached as Exhibit C. As of the Closing Date, there will be no leases or any other rights of occupancy affecting any part of the Real Property and no tenants or other occupants at the Real Property.

i. Permits, Licenses, Consents, etc. There are no permits, licenses or consents required by any governmental authority in connection with the current use and occupancy of the Real Property except those previously obtained by Seller. If requested by Buyer and required by law, Seller shall cooperate, provided at no cost to the Seller, with Buyer in applying for the transfer and reissuance in the name of Buyer of all certificates of appropriate officials evidencing compliance with all applicable legal requirements.

j. Construction Contracts. Seller has not entered into any written or oral contracts with regard to construction of improvements on the Real Property which have not been fully paid for or which shall not be fully paid for as of Closing.

k. Complete and Accurate Information. To the best of Seller's actual and constructive knowledge, the information supplied or made available to Buyer pursuant to Section 9 hereof is complete and materially correct.

l. Assumed Contracts. As of the Closing Date, the Seller has entered no other contracts affecting any part of the Real Property.

m. Environmental Matters. Exhibit D hereto lists all reports or writings in the possession (actual or constructive) of Seller with respect to or which relate to the environmental condition of the Real Property and/or any surrounding properties (the "**Environmental Reports**"). Except as set forth in the Environmental Reports, Seller has no actual knowledge that any Hazardous Substance is present or exists on, in, under, near or about the Real Property. As used in this Contract the term "Hazardous Substances" shall mean and include any and all chemical, substance, material, waste or component thereof which is now listed, defined or regulated as hazardous or toxic by or under any present federal, state or local law, statute, act, rule, regulation, requirement, order, directive, code or ordinance, and all amendments thereto, pertaining in any way to health, safety and/or the environment.

Seller shall indemnify and defend Buyer against and hold Buyer harmless from any and all losses, costs, damages, liabilities and expenses (including, without limitation, reasonable counsel fees and counsel fees incurred to enforce this indemnity) arising out of a breach by Seller of its warranties, representations and/or covenants in this Agreement. All warranties, representations, indemnifications and covenants by Seller contained in this Agreement and made in any writing pursuant to this Contract shall survive for a period of one (1) year from and after Closing. Rocco Vigorito, a principal of the Seller, hereby joins in this Contract for the purpose of being jointly and severally liable with Seller for all warranties, representations, indemnifications and covenants by Seller which survive the Closing.

11. DUE DILIGENCE PERIOD/INSPECTION. Buyer shall have the right during a period commencing on the Effective Date hereof and ending on June 21, 2022 (the "**Due Diligence Period**"), to examine the Due Diligence Items, and to enter upon the Property from time to time and, at Buyer's sole cost, expense and risk, to examine and inspect the same, and conduct tests and examinations with regard thereto (including surveys, soil borings, appraisals, etc.). Buyer and Seller shall, at the request of Buyer, arrange a mutually agreeable time(s) for the conducting of such inspection(s). Buyer agrees to indemnify and defend Seller from, and to hold Seller harmless against, any and all damages, liability, liens, claims, causes of action or expenses, including attorney's fees, relating to or arising from the activities of Buyer or anyone acting on Buyer's behalf on the Property prior to the Closing Date, but in no event shall Buyer have any liability for any losses or claims incurred by Seller as a result of (i) the mere discovery of any pre-existing condition at the Property, or (ii) the negligent acts of Seller or any of its agents or employees. Buyer shall promptly restore the Property to substantially the same condition in which it existed immediately prior to any physical tests conducted by or on behalf of Buyer. The indemnity and repair obligations of Buyer hereunder shall survive the Closing of this transaction or the termination of this Agreement, regardless of the cause of termination.

Neither Buyer nor any environmental engineering firm retained by Buyer hereunder shall be responsible for notifying any third party, including, without limitation, any public or governmental department, board, or agency of the results of any environmental site assessment, research, or investigation conducted at the Property by or on behalf of Buyer pursuant hereto, including, without limitation, the contents of any written

technical report that may be prepared in conjunction therewith. Seller shall have full legal responsibility for performing any such requisite notification obligations resulting therefrom. Buyer shall instruct any environmental engineering firm so retained by Buyer pursuant hereto not to reveal to any third party the results of any environmental site assessment, research, or investigation unless it is duly required to disclose same under applicable law or by professional ethical standards.

At its sole discretion, Buyer may terminate this Agreement by giving written notice to Seller at or prior to the expiration of the Due Diligence Period for any reason or no reason, whereupon this Agreement shall be null and void and Escrow Agent shall return to Buyer any Earnest Money paid by Buyer hereunder and the parties shall have no further liability to each other hereunder, except those obligations which expressly survive termination hereof. If this Agreement terminates at any time for any reason other than a breach or default by Seller hereunder, Buyer shall provide to Seller copies of any final written reports and documents prepared by third parties on Buyer's behalf with respect to the condition of the Property, but such materials shall be delivered without any representation or warranty whatsoever as to accuracy, completeness or Seller's ability to rely upon the same. If Buyer does not terminate this Agreement on or prior to the expiration of the Due Diligence Period, then Buyer shall be deemed to have approved all matters pertaining to the Property, subject to the terms and conditions of this Agreement. Buyer and its Representatives enter the Property from time to time, on mutually agreeable times for Seller and Buyer, to inspect the Property.

Within ten (10) days after the Effective Date, Seller shall deliver to the Buyer all surveys, plans, title information and environmental reports, licenses, permits, and approvals which are in the Seller's possession. If the Buyer terminates this Agreement for any reason whatsoever all documents delivered by the Seller to the Buyer pursuant to this paragraph shall be returned promptly to the Seller or destroyed.

12. FINAL APPROVALS CONTINGENCY. As used in this Agreement, "Approvals" means that every Governmental Authority (as hereinafter defined) having jurisdiction over any portion of the Property must render its approval of the relief, permit, license, consent or request sought by Buyer or required for the Intended Use which contains no condition unacceptable to Buyer. Approval shall include, all necessary permits and approvals and third party actions necessary for the Intended Use, including, without limitation, receipt of a so-called Project Eligibility Letter from a subsidizing agency under M.G.L. c. 40B and its implementing regulations; granting of a Comprehensive Permit, Special Permit and/or Variance by the Town of Middleton Zoning Board of Appeals; Site Plan approval from the Town of Middleton Site Plan Review Committee; one or more Orders of Conditions from the Town of Middleton Conservation Commission; approval from the Secretary of the Executive Office of Environmental Affairs acting in accordance with the Massachusetts Environmental Policy Act, Massachusetts Water Resources Authority Permits, Department of Transpiration Permits, Groundwater Discharge Permit from the Massachusetts Department of Environmental Protection and building permits from the Town of Middleton. The Approvals shall also include approval of a subdivision plan dividing the Entire Tract into the Real Property and the balance of the Entire Tract to be retained by Seller (which may be accomplished at Buyer's option by the endorsement by the Middleton Planning Board of a so-called "Approval Not Required" plan under the Massachusetts Subdivision Control Law). "Governmental Authority" means the United States, the Commonwealth of Massachusetts, the County of Essex, the Town of Middleton, and every other governmental subdivision in which the Property are located, and any agency, department, commission, board, bureau or instrumentality, or any of them. As used in this Agreement "Final Approval" means that no Approval is subject to an appeal or contest by any party, person or entity.

In the event Buyer does not receive the Final Approvals for the Intended Use [REDACTED] the date of this Agreement (the "**Final Approvals Contingency Period**") or Buyer determines that it is unlikely that it will obtain the Final Approvals for the Intended Use, Buyer may terminate this Agreement by written notice to Sellers whereupon this Agreement shall be terminated, the Earnest Money shall be forthwith returned to Buyer and all obligations of the parties hereto shall cease and this Agreement shall be void without recourse

to the parties hereto (the “**Final Approvals Contingency**”). Buyer may at any time, at its sole discretion, waive the Final Approvals Contingency.

In the event that the Buyer has not received the Final Approvals for its Intended Use within the initial Final Approvals Contingency Period, then provided that the Buyer has been using reasonably diligent efforts in pursuit of the Approvals, upon written notice to the Seller prior to the expiration of the Final Approvals Contingency Period the Buyer may extend the Final Approvals Contingency Period [REDACTED] [REDACTED] (each a “Permit Extension”) provided that the Deposit shall become non-refundable and a payment in the amount of [REDACTED] is made to the Seller together with any such Permit Extension (each a “Permit Extension Payment”), which Permit Extension Payments shall be applied to the Purchase Price and shall be non-refundable and shall be held in escrow hereunder.

In addition to the foregoing, if Buyer has obtained any Approval and the same has been appealed, or if any permit has been denied, or any permit contains conditions which Buyer deems unacceptable and therefore files an appeal, the Final Approvals Contingency Period shall be extended [REDACTED] from the initial termination of the Final Approvals Contingency Period (i.e. [REDACTED] from the end of the Due Diligence Period) until such appeal is finally dismissed or resolved (such period being referred to as the “Appeal Extension Period”). If such an appeal is taken by a third party or by the Buyer, then Buyer shall be required to make a Permit Extension Payment for [REDACTED] during the Appeal Extension Period.

13. CONDITIONS TO BUYER’S PERFORMANCE. This Agreement and Buyer’s obligations to proceed to Closing are conditioned, for the sole benefit of Buyer, upon satisfaction of the following prior to the Closing:

- a. Seller’s Performance. All representations and warranties of Seller hereunder shall be true, complete and accurate as of the Effective Date and as of the Closing Date, and Seller shall have performed all of its covenants, duties and obligations under this Agreement, as and when required under this Agreement.
- b. Title. Title and the Title Evidence shall have been found acceptable, or been made acceptable, in accordance with the requirements of Section 7 above. The Title Company shall be prepared to issue the Title Policy, subject only to the Permitted Exceptions.
- c. Inspection. Buyer shall have been provided adequate opportunity to inspect the Property and to conduct tests and examinations with regard thereto in accordance with Section 11 above, the results of which shall have been found satisfactory to Buyer in Buyer’s sole discretion.
- d. Approvals. Buyer shall have obtained all of the final Approvals required for Buyer’s Intended Use of the Property.
- e. Delivery of Documents. Seller shall have delivered the Seller Closing Documents (hereinafter defined) to Escrow Agent.

14. CONDITIONS TO SELLER’S PERFORMANCE. This Purchase Agreement and Seller’s obligations to proceed to Closing are conditioned, for the sole benefit of Seller, upon satisfaction of the following:



- a. Buyer performing all of the obligations required to be performed by Buyer under this Agreement, as and when required by this Agreement, including the payment of the Purchase Price.
- b. Buyer shall have delivered the Buyer Closing Documents (hereinafter defined) to Escrow Agent.

15. WAIVER OF CONDITIONS; TERMINATION.

- a. Any of the conditions set forth in Section 13 may only be waived in writing by Buyer. Any of the conditions set forth in Section 14 may only be waived in writing by Seller.
- b. If any of the conditions set forth in Section 13 are not satisfied or waived by the date specified, or if no such date is specified, then by the Closing Date, then Buyer may terminate this Agreement by written notice to the other party and Escrow Agent in which case all Earnest Money deposited by Buyer with Escrow Agent shall be promptly refunded to Buyer and neither party shall thereafter have any further liability, right or obligation hereunder; provided, however, if the failure of any one or more of the conditions set forth in Section 13 or Section 14 also constitutes a default under or breach of the terms of this Agreement on the part of a party hereto, then the provisions of Section 22 shall control and govern the rights of the parties hereunder.

16. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BUYER. Buyer represents, warrants, and covenants with and to Seller, as of the Effective Date and the Closing Date, as follows:

- a. Authority. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Buyer has the requisite power and authority to enter into this Agreement and the Buyer's Closing Documents to be signed by Buyer; such documents have been, or will have been by the Closing Date, duly authorized by all necessary action on the part Buyer and have been duly executed and delivered; the execution, delivery and performance by Buyer of such documents do not conflict with or result in violation of Buyer's governing documents or any judgment, order, or decree of any court or arbiter to which such Buyer is a party; and such documents are the valid and binding obligations of Buyer and enforceable in accordance with their terms.
- b. Liens. Buyer shall not, either by act or omission, permit, create, assume, incur or suffer to exist any encumbrance, lien (including, without limitation, mechanic's liens), covenant, condition, easement, restriction, reservation, development agreement, assessment agreement, special assessment, mortgage, lease, pledge, security interest, or other encumbrance upon the Property prior to the Closing.
- c. AS-IS Due Diligence. Except for the representations and warranties expressly provided in this Agreement or in the Seller Closing Documents, Buyer agrees (i) that it is purchasing the Property on an "As Is" basis and based on its own investigation of the Property and based upon Buyer's own judgment; (ii) that Buyer assumes all risks as to condition, quality, and performance of the Property; (iii) that neither Seller nor Seller's employees, agents, brokers, representatives, managers, property managers, asset managers, officers, principals, attorneys or contractors (collectively, "**Seller's Representatives**") have made any warranty, representation, affirmation, promises, or guarantee, express, implied or statutory, written or oral, concerning the Property or any of the improvements located thereon or therein; and (iv) that neither Seller nor Seller's Representatives have made any warranty, representation or guarantee as to any government limitation or restriction, or absence thereof, pertaining to the Property, or as to the presence or

absence of any latent defect, subsurface soil condition, environmental condition, hazardous substance, toxic waste or any other matter pertaining to the physical condition (title, mapping, grading, construction, or otherwise) of the Property.

d. Truth of Representations. The Buyer's representations and warranties set forth in this Agreement shall be true on the Effective Date and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

17. PATRIOT ACT. Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

18. CONDEMNATION. If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement and the Earnest Money shall be refunded to Buyer. If Buyer shall fail to give such notice then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.

19. ADDITIONAL PRE-CLOSING COVENANTS OF SELLER. From and after the Effective Date:

a. Seller shall maintain and manage the Property in substantially the same manner as it is presently being maintained and managed, such that at the Closing Date, the Property shall be in substantially the same physical condition as on the Effective Date.

b. Seller shall not, without Buyer's prior written consent, take, approve or consent to any action to change any material permits or licenses of or for the Property.

c. Seller shall not, without Buyer's prior written consent, (i) change the existing zoning (if any) for the Real Property or apply for any permits or approvals with respect to the use of the Real Property; (ii) plat or restrict the Real Property; (iii) place on or remove from the Real Property any buildings or improvements; (iv) excavate the Real Property; (v) enter into any mortgage, ground lease or any encumbrance, or any other contract or lease affecting the Real Property or transfer any interest in the Real Property; (vi) by reason of any action or omission of Seller, cause or permit any representation or warranty to become not true, incorrect or inaccurate; or (vii) commence any action to protest or appeal real estate taxes payable from and after the date of this Agreement. Seller shall promptly notify Buyer if Seller obtains knowledge that any of the representations or warranties of Seller hereunder is not (or is no longer) true.

20. NOTICES. All notices required hereunder shall be in writing by the party of the party's attorney and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified

mail, return receipt requested, all charges prepaid, or (c) when received via overnight delivery service, or (d) when received via facsimile transmission, with original notice postmarked on the date of such transmission, or (e) by electronic transmission, addressed:

for Buyer: Villebridge Acquisitions, LLC  
1150 Great Plain Avenue #920056  
Needham, MA 02492  
Attention: Lars Unhjem  
Tel: 617-418-3575  
e-mail: lars@villebridge.com

With a copy to: Goulston & Storrs  
400 Atlantic Avenue  
Boston, MA 02110  
Attention: Steven Schwartz  
Tel: 617-574-4147  
e-mail: sschwartz@goulstonstorrs.com

for Seller: Stigliano, Inc.  
4 Patridge Lane  
Saugus, MA 01906  
Attention: Rocco Vigorito  
Tel: 617-389-4941  
e-mail: \_\_\_\_\_

With a copy to: Vision Realty Group  
200F Main Street, Ste 222  
Stoneham, MA 02180  
Attention: Al Sciola  
Tel: 617-721-0013  
e-mail: alsciola@gmail.com

All notices given pursuant to the methods described in (a), (c), (d) and (e) hereunder shall be deemed effective only upon receipt by the party to whom such notice is addressed, within the time frame applicable to such notice. All notices given by registered or certified mail, pursuant to (b) hereunder shall be deemed effective upon mailing. Either party may notify the other of a new address, in which case such new address shall be employed for all subsequent mailings. The effective date of such notice of new address shall be determined by the method of notice used pursuant to (a), (b), (c), (d) and (e) above.

21. **BROKERS.** Each party hereto represents and warrants to the other that they have dealt with no real estate agent or broker in connection with this Purchase Agreement. Except as stated above, each party hereto hereby agrees to indemnify and hold harmless the other party from and against any loss or claim made against or suffered by the other party on account of a breach of the foregoing representation by the indemnifying party.

22. **REMEDIES.** If Buyer terminates this Agreement by reason of non-satisfaction of one or more conditions to Closing, or if Buyer cancels this Agreement by reason of Seller's breach or default, or if Buyer terminates this Agreement prior to the expiration of the Due Diligence Period all Earnest Money paid by Buyer to Seller shall be promptly refunded to Buyer and neither party shall thereafter have any further liability, right or obligation hereunder; provided, however that in the case of a termination of this Agreement by reason of a willful and material breach or default by Seller hereunder, in addition to the return of the Earnest Money,

Seller shall reimburse Buyer for the actual costs (the “**Pre-Development Costs**”) incurred by Buyer in connection with the transaction contemplated hereby including, without limitation, Buyer pursuit of the Approvals (as hereinafter defined) not to exceed One Million Dollars (\$1,000,000). Seller’s sole and exclusive remedy for Buyer’s default shall be termination of this Agreement and retention of the Earnest Money as liquidated and final damages. Notwithstanding the foregoing, this provision shall not limit Buyer’s or Seller’s remedies with respect to any of the indemnification provisions of this Agreement. In addition to the other rights and remedies available at law or in equity, Buyer shall have the right to apply for and receive from any court of competent jurisdiction, equitable relief by way of specific performance to enforce performance of the terms of this Agreement; provided, however, that an action to enforce such specific performance shall be commenced within ninety (90) days after such right of action shall arise and shall be in lieu of any claim for damages. Any action not brought within the 90-day period shall be time barred.

23. **CLOSING.** The consummation of the transaction as contemplated hereunder (the “**Closing**”) shall occur within sixty (60) days following the earliest of (i) the Buyer’s acquisition of the Final Approvals as set forth in Section 14(d), (ii) the expiration of the Final Approvals Contingency Period, or (iii) the Buyer’s waiver of the Final Approvals Contingency (“**Closing Date**”). The Closing shall be conducted at the offices of the Escrow agent and shall occur through escrow.

Provided that Buyer gives written notice to the Seller at least ten (10) days prior to the Closing Date, the Buyer shall have the right to extend the Closing Date for a period not to exceed [REDACTED] provided that a payment in the amount of [REDACTED] is made to the Seller together with such notice (“Closing Extension Payment”), which Closing Extension Payment shall be applied toward the Purchase Price and shall be non-refundable.

24. **DELIVERIES BY SELLER AT CLOSING.** On or prior to the Closing Date, Seller shall deliver or cause to be delivered to Escrow Agent the following items (“**Seller Closing Documents**”):

- a. The Deed, in recordable form, duly executed and acknowledged by Seller.
- b. A standard form Seller’s Affidavit, duly executed by Seller and completed without exceptions for bankruptcy, judgments, tax liens, mechanic’s liens, parties in possession (other than tenants in possession under existing leases) and other unrecorded contracts, other than the Property Agreements accepted by Buyer.
- c. A Trustee’s Certificate in recordable form duly executed and acknowledged by Seller.
- d. An affidavit of non-foreign status, duly executed by Seller, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
- e. Evidence satisfactory to Buyer and to Buyer’s title insurance company (the “**Title Company**”) that all necessary approvals, licenses and/or consents have been obtained and such other evidence satisfactory to Buyer or the Title Company of Seller’s authority and the authority of the signatory on behalf of Seller to convey the Property pursuant to this Contract.
- f. A certificate restating as of the Closing Date all of Seller’s representations and warranties contained herein.
- g. An original of closing statement setting forth the Purchase Price, the closing adjustments and prorations and the application thereof at the Closing (the “**Closing Statement**”).
- h. A corporate excise tax lien waiver from the Massachusetts Department of Revenue.

- i. All other agreements, documents and instruments necessary or incident to consummation of the transactions contemplated hereby or reasonably required by Escrow Agent, Title Company or Buyer.
  
25. DELIVERIES OF BUYER AT CLOSING. On or prior to the Closing Date, Buyer shall deliver or cause to be delivered to Escrow Agent the following items ("**Buyer Closing Documents**"):
  - a. The Purchase Price, less the Earnest Money, if any.
  - b. The Closing Statement.
  - c. All other agreements, instruments and documents necessary or incident to consummation of the transactions contemplated hereby or reasonably required by Escrow Agent, Title Company or Seller.
  
26. LITIGATION EXPENSES. If either party shall initiate any litigation or other legal action hereunder, the prevailing party shall be entitled to reimbursement from the non-prevailing party for any and all costs, including without limitation attorneys' fees, incurred by the prevailing party in connection with such legal action.
  
27. ENTIRE AGREEMENT. This Agreement and all exhibits and schedules attached hereto constitute the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior representations, agreements and understandings of the parties, including any "letter of intent," "letter of understanding," or similar documents. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.
  
28. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.
  
29. CLOSING COSTS. Buyer shall pay all of Buyer's costs and expenses, including but not limited to its attorneys' fees, title fees, and the costs, if any, for title insurance in connection with the purchase of the Property by Buyer. Seller shall pay all of its costs and expenses in connection with the sale of the Property to Buyer, including but not limited to Seller's attorneys' fees, tax stamps, revenue stamps, if applicable, and recording fees applicable to title clearing documents.
  
30. ASSIGNABILITY. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, Buyer may, without the other's prior written consent, assign its rights and obligations under this Agreement to an entity which is owned or controlled by or is under common control with Buyer. Any assignment in violation of the terms hereof shall be null and void and of no force or effect. In no case shall any assignment release Buyer from liability hereunder through the Closing; it being agreed that, upon the Closing in the manner contemplated herein by a permitted assignee, neither Buyer nor their respective affiliates shall have any further obligations or liability to Seller pursuant to this Agreement. Subject to this Section 30, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
  
31. INSURANCE. Until the delivery of the deed the Seller shall maintain insurance on the Property as presently insured. All risk of loss shall remain with the Seller until the delivery of the deed.
  
32. PARTIAL INVALIDITY. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable,

all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

33. TIME PERIODS. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this section, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Massachusetts. The term "including" shall mean including, as an example, without limiting the generality of the foregoing.

34. TIME OF ESSENCE. Seller and Buyer agree that time shall be of the essence of this Agreement.

35. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the deed and that the same is in accordance with customary practice for the sale of commercial properties in the Commonwealth of Massachusetts. Discharges to be obtained by or on behalf of Seller from institutional mortgage lenders may be procured and recorded within a reasonable time after the delivery of the deed in accordance with customary local conveyancing practice.

36. INTERPRETATION. This Agreement 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 by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.

37. COUNTERPARTS. This Agreement may be executed in any number of counterparts by facsimile or email signature, each of which shall be deemed to be an original, but all of which together (original or copy thereof) shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

38. EFFECTIVE DATE. The "**Effective Date**" of this Agreement shall be the date on which it is last signed by Seller and Buyer.

39. ACCEPTANCE OF DEED. The acceptance of a deed by the Buyer or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed or which survive the Closing hereunder. The term "acceptance of a deed" shall mean upon its recording in the Essex South District County Registry of Deeds.

40. TITLE STANDARDS. Any title matter which is the subject of a title and/or practice standard of the Massachusetts Real Estate Bar Association at the time of the delivery of the deed shall be covered by said standard to the extent applicable.

41. AGREEMENT SUPERSEDES PRIOR AGREEMENTS. This Agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto except as this Agreement is modified or altered by written agreement signed by the parties hereto. All prior offers and agreements between the parties with respect to the transaction contemplated hereby shall be null and void.

42. ERRORS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within two (2) months of the date of delivery of the deed to the party to be charged, then such party agrees to make such payment as may be necessary to correct the error or omission.

43. ACCELERATIONS AND EXTENSIONS. Accelerations and extensions of the time for performance and other changes in the provisions of this Agreement may be executed on behalf of a party by their attorney. In such instance, the parties hereby agree to accept and treat electronic and/or faxed signatures as if they were originals.

44. CONSTRUCTION OF AGREEMENT. This instrument, executed in several photostatic counterparts any of which may be deemed an original, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. The words "hereof," "herein," "hereto," and other words of similar import refer to this Agreement in its entirety. All references (a) made in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) made in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

45. LIKE KIND EXCHANGE. Buyer and Seller each acknowledge and agree that the other may identify a portion or all of the Premises pursuant to Section 1031 of the Internal Revenue Code (the "Code") as part of a "like-kind exchange" or "reverse like-kind exchange". If a party does elect to treat this transaction as part of a like-kind exchange, then each party agrees to cooperate with the other in the furtherance of this objective, including but not limited to, the execution of assignments to a qualified intermediary and/or an Exchange Accommodation Titleholder (EAT), and additional documentation as may be required or requested by the qualified intermediary or necessitated to conform the transaction as a like-kind exchange. Notwithstanding, such reasonable cooperation shall not require the other party to expend funds or significant time, or materially alter the terms of this Agreement.

46. TITLE. It is understood and agreed by the parties that the premises shall not be in conformity with the title provisions of this agreement unless:

- (a) All buildings, structures and improvements, including but not limited to any driveways, garages, cesspools and septic systems and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity, except as allowed by written and recorded instrument;
- (b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises, except as allowed by written and recorded instrument;
- (c) The premises shall abut or have infeasible access to a public way, duly laid out or accepted as such by the city or town in which said premises are located; and
- (d) The property is insurable by an ALTA title insurance company doing business in the Commonwealth of Massachusetts, with commonly accepted exceptions.

47. SIGNATURES. The parties agree that this Agreement and any amendment hereto, or notice pursuant hereto, may be transmitted between them by facsimile machine, email or other electronic transmission. The parties intend that faxed signatures, emails and PDFs with scanned signatures constitute original signatures for all purposes. Notice to any party's attorney shall constitute notice to that party.

48. SELLER'S REPRESENTATIONS: Whenever a representation or warranty of Seller are qualified to be to the SELLER'S actual knowledge, such representations are made without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed at the time of delivery of the Deed; furthermore, it is acknowledged and agreed by the Parties that any such representations so qualified shall not constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge. The provisions of this paragraph shall survive the delivery of the Deed hereunder.

49. SELLER SUBDIVISION OBLIGATIONS: Upon the full execution of this PSA, Buyer shall obtain an engineered survey of 18 Boston Street and the subdivision ANR plan as described in this letter. Buyer shall be responsible for obtaining the subdivision at its sole cost an expense, including, if necessary, relocating the Seller's septic system for the existing uses to be located entirely within Seller's remaining property (referred to as Lot A below). Seller shall reasonably cooperate at no cost to Seller.

The Property shall be subdivided to create an additional lot, with Lot A being a 40,000 SF conforming lot retained by Seller and the balance of 18 Boston Street being Lot B which shall be sold to the seller, as depicted in the attached Exhibit 1. Buyer shall ensure that Lot A will allow the existing uses, including the existing multifamily home and the stand-alone accessory garage, to continue after the subdivision is completed.

The method of subdivision shall be defined as: the as to-be-created Lot Line B shall run from Boston Street to the rear of the property and shall be parallel with the existing Lot Line A, and Dimension A shall adjust as necessary so that the resultant Lot A is 40,000 SF.

The total land area of 18 Boston Street shall be confirmed by Buyer by obtaining a stamped engineering plan and conducting a title review.

50. SELLER COOPERATION: Seller agrees to cooperate with Buyer on all matters regarding Buyer's permitting efforts. Buyer shall not position the above-ground waste water treatment plant closer to Seller's dwellings than as allowed by MassDEP (which is a minimum of 50 feet). Buyer shall preview plans with Seller prior to submission of the Comprehensive Permit application. Seller shall not file an appeal against Buyer or otherwise object to or hinder Buyer's efforts to obtain all Approvals for a large-scale (up to 200 units or more) multifamily and/or mixed-use project under the Chapter 40B regulations, inclusive of an onsite wastewater treatment plant and appurtenant uses and structures.

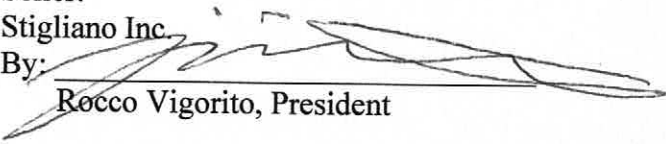
**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK AND THE FOLLOWING ARE THE SIGNATURE, NOTARY, AND SCHEDULE PAGES.**



IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year signed below.

WITNESSES

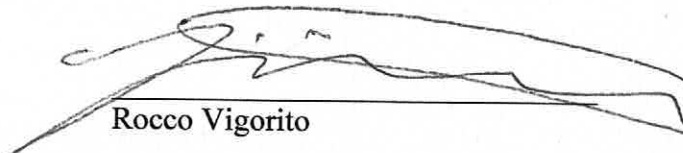
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Seller:  
Stigliano Inc.  
By:   
Rocco Vigorito, President

\_\_\_\_\_

Buyer:  
VILLEBRIDGE ACQUISITIONS LLC  
By: \_\_\_\_\_  
Lars Unhjem, Manager  
being duly authorized

JOINED IN FOR THE PURPOSES SET FORTH IN SECTION 10 ABOVE:

  
Rocco Vigorito

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year signed below.

WITNESSES

\_\_\_\_\_

Seller:

Stigliano Inc.

By: \_\_\_\_\_

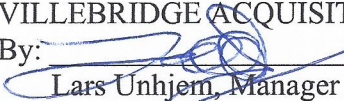
Rocco Vigorito, President

\_\_\_\_\_

Buyer:

VILLEBRIDGE ACQUISITIONS LLC

By: \_\_\_\_\_

  
Lars Unhjem, Manager  
being duly authorized

JOINED IN FOR THE PURPOSES SET FORTH IN SECTION 10 ABOVE:

\_\_\_\_\_  
Rocco Vigorito

**JOINDER BY ESCROW HOLDER**

Commonwealth Land Title Insurance Company joins this Agreement for the purposes of agreeing to act as Escrow Agent under this Agreement.

**Commonwealth Land Title Insurance Company**  
(a corporation)

By: *Megan Rapone* \_\_\_\_\_

Its: Vice President

**EXHIBIT A**

**Plan of Property and Proposed Division of Entire Tract**

**EXHIBIT B**

**QUITCLAIM DEED**

**STIGLIANO, INC., a Massachusetts corporation** with an address of \_\_\_\_\_  
 (“Grantor”), for and in consideration of \_\_\_\_\_ paid, grants to  
 \_\_\_\_\_, a \_\_\_\_\_, with an address of  
 \_\_\_\_\_ (the “Grantee”),

with QUITCLAIM COVENANTS,

The land, together with the buildings and other improvements thereon, located in the Town of  
 Middleton, Essex County, Massachusetts, described on **Exhibit A** attached hereto (the “Property”).

The Property is conveyed subject to and with the benefit of all rights, restrictions, covenants,  
 easements and reservations of record, all insofar as may now be in force and applicable.

Being a portion of the property conveyed to Grantor’s by Deed of \_\_\_\_\_, dated  
 \_\_\_\_\_ and recorded with the Essex (S.D.) Registry of Deeds in Book \_\_\_\_\_, Page  
 \_\_\_\_\_.

This conveyance does not constitute all or substantially all of the property owned by Grantor in the  
 Commonwealth of Massachusetts

[Signature page follows]

**EXECUTED** under seal as of the \_\_\_ day of \_\_\_\_\_.

**GRANTOR:**

**STIGLIANO, INC.,**  
a Massachusetts corporation

By: \_\_\_\_\_  
Rocco Vigorito  
Its President

By: \_\_\_\_\_  
Rocco Vigorito, Jr.  
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned notary public, Rocco Vigorito and Rocco Vigorito, Jr., personally appeared, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as their free act and deed and as their voluntary act as President and as Treasurer, respectively of Stigliano, Inc.

\_\_\_\_\_  
Signature of Notary Public  
My commission expires

**EXHIBIT C**

**List of Leases**

**EXHIBIT D**  
**Environmental Reports**



**EXHIBIT E**  
**Escrow Agreement**



**Commercial Services Office**  
265 Franklin Street, 8<sup>th</sup> Floor  
Boston, Massachusetts 02110

ESCROW AGREEMENT

Dated: \_\_\_\_\_

WHEREAS

\_\_\_\_\_  
("Seller")  
and

\_\_\_\_\_  
("Buyer")  
have entered into an agreement for the purchase and sale of property located at

\_\_\_\_\_, and have asked that Commonwealth Land Title Insurance Company ("Escrow Agent") hold the funds to be deposited in escrow, the parties hereto agree as follows:

Escrow Agent shall hold the sum of \_\_\_\_\_ which has been given to it this day to be held pursuant to the following escrow terms. The funds shall be deposited in an interest bearing account with the Bank of America, Boston, Massachusetts, for the benefit of the \_\_\_\_\_ whose taxpayer ID number is \_\_\_\_\_.

Escrow Agent shall retain the funds in escrow until receiving at the address listed below written instructions signed by both Buyer and Seller, or their counsel, instructing Escrow Agent to disburse the funds in accordance with said written instructions. Buyer and Seller hereby agree that Escrow Agent may rely on facsimile transmissions of the instructions.

Buyer and Seller do hereby jointly and severally agree that the Escrow Agent shall incur no liability whatsoever in connection with its good faith performance under this Escrow Agreement, and do hereby jointly and severally release and waive any claims we may have against Escrow Agent, which may result from its performance in good faith of its

function under this agreement, including but not limited to, a delay in the electronic wire transfer of funds. Escrow Agent shall be liable only for loss or damage caused directly by its acts of gross negligence or willful misconduct while performing as Escrow Agent under this Escrow Agreement.

The Escrow Agent shall be entitled to rely upon the authenticity of any signature and the genuineness and validity of any writing received by Escrow Agent relating to this Escrow Agreement. Escrow Agent may rely upon any oral identification of a party notifying Escrow Agent orally as to matters relating to this Agreement if such oral notification is permitted hereunder. Escrow Agent is not responsible for the nature, content, validity or enforceability of any of the escrow documents except for those documents prepared by Escrow Agent.

In the event of any disagreement between the parties hereto resulting in conflicting instructions to, or adverse claims or demands upon the Escrow Agent with respect to the release of the escrow funds or the escrow documents, the Escrow Agent may refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue and in so refusing the Escrow Agent shall not release the escrow funds or the escrow documents. The Escrow Agent shall not be, or become liable in any way for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by the parties hereto or (b) shall have finally been determined in a court of competent jurisdiction. Buyer and Seller further agree to indemnify Escrow Agent against any and all loss, costs or damages, including attorney's fees, incurred by Escrow Agent in its performance of its duties, because of any such disputes or disagreements.

The Escrow Agent may at its sole discretion resign by giving (30) days written notice thereof to the parties hereto. The parties shall furnish to the Escrow Agent written instructions for the release of the escrow funds and escrow documents. If the Escrow Agent shall not have received such written instructions within the thirty (30) days, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent and upon such appointment deliver the escrow funds and escrow documents to such successor.

Costs and fees incurred by or owing to the Escrow Agent may, at the option of the Escrow Agent, be deducted from any funds held pursuant hereto.

The parties hereto do hereby certify that they are aware that the Federal Deposit Insurance Corporation ("FDIC") coverages apply only to a cumulative maximum amount of \$250,000 for each individual depositor for all of the depositor's accounts at the same or related institution. The parties hereto further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC insurance.

Further the parties hereto understand that Escrow Agent assumes no responsibility for, nor will the parties hereto hold Escrow Agent liable for, a loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation or that FDIC insurance is not available on certain types of bank instruments.

**ESCROW AGENT: COMMONWEALTH LAND TITLE INSURANCE COMPANY**

By: \_\_\_\_\_

Phone: (617) 619-4800

Fax: (617) 619-4848

**SELLER:**

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**BUYER:**

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_