

PURCHASE AND SALE AGREEMENT

Purchase and Sale Agreement (the "Agreement"), dated as of January 15, 2021 (the "Effective Date"), by and among Country Squire Realty Inc. (a Massachusetts corporation), (c/o Catherine Rich-Duval) (the "Seller") with a mailing address of 103 River Road, Topsfield, MA 01983 (email address: crichduval@gmail.com), and Chebacco Hill Capital Partners, LLC, a Massachusetts limited liability company (the "Buyer") with a business address of 176 Barton Road, Stow, MA 01775 (email address: Lsmith@restorationcapital.net).

WITNESSETH:

In consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase and Sale of Property. Seller hereby agrees to sell, transfer and convey to Buyer and Buyer hereby agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, fee simple title to the parcel of land, with the buildings and improvements situated thereon, located at 133 Essex Street, Hamilton, MA (Assessor's Map 65, Parcel 1) and containing approximately sixty-six (66.2+/-) acres of land (the "Land"), as further described on Exhibit A, attached hereto and incorporated herein, together with all of Seller's right, title and interest in and to the following (collectively, the "Property"):
 - (a) any rights of way, easements, streets abutting or adjoining thereon, and any strips, trees, shrubs, plants, easements, hereditaments and appurtenances in or affecting the Land; and
 - (b) all intangible assets relating to the Land, including (i) warranties and guaranties relating to the Land, (ii) all licenses, permits and approvals relating to the Land, and (iii) all plans and specifications relating to the Land, Improvements or Personal Property, in each case to the extent that Seller may legally transfer the same; and
 - (c) all equipment, machinery, inventories, supplies, signs and other tangible personal property, if any, installed, located or situated on or used in connection with the Land, excluding all personal property owned by the tenants or occupants of the Land.

The deed into Seller is recorded with the Essex South District Registry of Deeds ("Registry") in Book 4540, Page 467, from which is excluded the land previously conveyed in 1959 by deed recorded at said Registry in Book 4541, Page 32.

2. Conveyance: Title. The Property is to be conveyed by a quitclaim deed (the "Deed") and bill of sale (the "BOS"), in the forms attached hereto as Exhibits B and C, attached hereto and incorporated herein, running to Buyer or to such nominee as Buyer may designate by notice to Seller at least five (5) business days before the Closing Date as defined below in Section 6. The

Deed shall convey good and clear record and marketable fee simple title to the Land, subject only to the Permitted Exceptions and free from all Survey Objections and Additional Title Objections, defined below under Section 3 hereof, in proper form for recording and executed and acknowledged by Seller, but shall be subject to:

- (a) Provisions of existing applicable building and zoning laws in effect on the date of the delivery of the Deed;
- (b) Such real property taxes for the then current tax period as are not yet due and payable on the date of the delivery of the Deed;
- (c) Easements and restrictions of record that do not materially affect the reasonable use and development of the Property by Buyer as the location for the Buyer's Proposal defined below under paragraph 4(a); and
- (d) Permitted Exceptions (as defined under Section 3(a)).

The exceptions referenced in subparagraphs (a), (b), (c) and (d) above are collectively called "Permitted Encumbrances".

3. Title Examination; Survey; and Environmental Inspections.

- (a) Buyer has obtained and reviewed its title examination, survey and environmental investigations of the Property ("Buyer's Inspections"), and any matter noted in Buyer's Inspections, other than the deliverables which are listed as Items 2, 3 and 4 on Exhibit F, attached hereto and incorporated herein by reference which shall be provided at Closing in the normal course, shall be deemed to be a "Permitted Exception".
- (b) In the event any matters of record, which in Buyer's reasonable judgment render the title to the Property to no longer be good and clear record and marketable, are recorded after the Effective Date (the "Additional Title Objections"), Buyer shall provide written notice to Seller of such Additional Title Objections within five (5) days of discovery and Seller shall use its best efforts to remove or cure all noted Additional Title Objections prior to the Closing Date, at Seller's sole cost and expense.
- (c) For the avoidance of doubt, Seller shall not have the right to refuse or decline to use its best efforts to cure any Additional Title Objections. Should Seller fail to cure any Additional Title Objections at or prior to Closing, Buyer shall have the right to elect (i) to cure all such any Additional Title Objections and to receive a credit against the Purchase Price for all associated reasonable and customary costs and expenses incurred by Buyer in curing such Additional Title Objections; or (ii) to terminate this Agreement, in which event all Deposits, as defined under Section 5 and any Extension Fees, as defined under Section 4(e) below, shall be refunded to the Buyer and there shall be no further recourse between the parties.

4. Inspection; Zoning Review; and Final Approvals.

- (a) Buyer shall have the right until January 1st, 2022, (the "Approval Period"), at Buyer's sole cost and expense, to file applications with all local, state and any federal agency, department, board and commission deemed necessary and appropriate by Buyer for the development of the Property as the location for a residential development with no fewer than forty-four (44) dwelling units for persons who are fifty-five years of age and older (the "Buyer's Proposal"). Such applications shall include, without limitation, requests for an order of resource area delineation, an order of conditions and stormwater management permit, and applying for and obtaining all necessary zoning and planning relief that is required to secure approval for the development of the Property for the Buyer's Proposal.
- (b) Seller hereby agrees (i) to cooperate with and assist Buyer in pursuing any and all necessary permits and approvals, at no cost, expense or liability to Seller, including by authorizing its President and Treasurer, or either of them, to execute applications, letters of authorization and the like, and (ii) not to object to Buyer's Proposal. In support of the foregoing, the Seller shall deliver to the Buyer the Authorization in the form attached hereto as Exhibit D.
- (c) If any inspection or test by or on behalf of Buyer disturbs any of the Land, Buyer will forthwith at its expense restore the Land to substantially the same condition as existed prior to any such inspection or test.
- (d) Buyer shall use best efforts and shall work expeditiously, continually and without delay to obtain all permits and approvals from all local, state, and federal authorities, including but not limited to any and all zoning and planning approvals, conservation commission or Department of Environmental Protection orders of condition, septic system approvals and all other necessary local, state and federal regulatory approvals for which all associated appeal periods have expired (the "Final Approvals") required for the development of the Property as the Buyer's Proposal. In no event will Final Approvals include any building permits or septic installation permits.
- (e) If the Buyer fails to obtain or reasonably believes that it will not be granted all of the required Final Approvals, or if any permits or approvals are appealed on or before the expiration of the Approval Period, Buyer shall have the right to extend the Approval Period for up to two (2) additional periods of ninety (90) days each (the "Extended Approval Periods"), provided (i) Buyer has timely filed for all applications and has diligently pursued all such Final Approvals in a commercially reasonable manner, and (ii) Buyer has delivered to the Escrow Agent a payment in the amount of fifteen thousand (\$15,000.00) dollars for each extension (the "Extension Fee"). All Extension Fees shall be nonrefundable, however if and when the Closing occurs as contemplated herein, they shall be applied as a credit to the Purchase Price at Closing.

- (f) If the Buyer is unable to secure Final Approvals due to a government shutdown or other government response to a force majeure event that interferes with the Buyer's efforts to secure Final Approvals, Buyer shall have the right to extend the Approval Period, without penalty or fee, by the length of time during any government sanctioned shutdown.
- (g) If at the end of the Approval Period, as may have been extended, Buyer fails to obtain Final Approvals for the Buyer's Proposal or if any permits or approvals are appealed, Buyer shall have the right to terminate this Agreement by giving notice to Seller of such termination on or before 5:00 p.m. EST on the last day of the Approval Period, as extended, whereupon the Deposits (excluding any portion of the Deposits that is nonrefundable in accordance with Section 5(a) and (b) and any Extension Fees) shall be forthwith refunded to Buyer, any reimbursements to Seller and any restoration of any portion of the Property disturbed by Buyer required to be made by Buyer hereunder shall be made and all other obligations of the parties hereto shall cease and this Agreement shall be void and of no further force or effect. If the Buyer does not so terminate, the closing shall take place 30 days after the end of the Approval Period, as extended.

5. Purchase Price. The agreed purchase price for the Property (the "Purchase Price") is [REDACTED] payable as follows:

- (a) [REDACTED] has been paid by Buyer to Seller's agent, LandVest, defined below (the "Initial Deposit"); and
- (b) [REDACTED] shall be paid on the Effective Date (together with the Initial Deposit, the "Deposits"); and
- (c) [REDACTED] shall be paid at the Closing by wire transfer as directed by and without charge to the Seller (the "Balance of the Purchase Price").

All Deposits and Extension Fees then held by the Escrow Agent shall be credited against the Purchase Price at Closing.

Provided the Seller is not in default hereunder and except as may be specifically provided for herein, a portion of the Deposits shall be nonrefundable as follows:

- (a) as of the Effective Date, [REDACTED] of the Deposit shall be nonrefundable; and
- (b) as of July 15, 2021, an additional [REDACTED] of the Deposit shall be nonrefundable.

6. Time of Closing. The Deed is to be delivered at 10:00 o'clock a.m. on the date that is thirty (30) days after Buyer has obtained all Final Approvals necessary to develop the Property as the location for the Buyer's Proposal, or if not a business day, the next succeeding business day. The time of the delivery of the Deed, as the same may be extended pursuant to the provisions of this Agreement, is referred to herein as the "Closing Date." It is agreed that time is of the essence of

this Agreement.

The closing shall take place at the law offices of the Buyer's attorney or another location as may be agreed upon by the parties. Unless the parties otherwise agree in writing, the Closing shall be conducted either in person or through an escrow arrangement, the Seller shall deliver to Buyer's legal counsel all Seller Deliverables, defined under Section 8(a), and the Buyer shall deliver to the Seller's legal counsel all Buyer's Deliverables, defined under Section 8(b) and the Balance of the Purchase Price plus any adjustments included on the Settlement Statement, defined below in Section 8(a).

If, on the Closing Date (as it may be extended hereunder), any one or more of the Seller Deliverables or the Buyer's Deliverables, as applicable, has not been delivered, then unless otherwise agreed in writing between the parties, such failure shall be deemed to be a default by Seller or Buyer, as applicable, and the terms of Section 21(a) and Section 21(b), as applicable, shall apply.

7. Condition of Property. Full possession of the Property, free of all tenants (with the exception of the Meadow Brook Farm, operated by Ron Vandt, which enterprise shall be entitled to continue - at the Premises, subject to an agreement by and between Mr. Vandt and Buyer) and occupants, is to be delivered at the Time of Closing, the Property to be then (i) in the same condition as they now are, reasonable wear and tear excepted, and (ii) not burdened by any lien or encumbrance not set forth as a Permitted Encumbrances hereunder.

8. Closing Deliverables

- (a) Seller shall be required to deliver prior to the Closing the following items (the "Seller Deliverables"): (i) the Deed duly executed and acknowledged; (ii) the BOS duly executed and acknowledged; (iii) an affidavit pursuant to Section 1445(b)(2) of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code; (iv) Seller's representation certificate (defined under Section 13), executed by Seller confirming that the Seller Representations made by Seller under Section 13 are true and accurate as of the Closing Date; (v) duly executed closing statement as approved in advance by the parties setting forth the applicable credits, prorations, adjustments and balance due, as provided herein, and such other matters as the parties shall reasonably agree (the "Settlement Statement"); (vi) Seller authority and good standing documents in form and substance reasonably satisfactory to the Buyer's title insurer; (vii) a title affidavit in the form attached hereto as Exhibit E (the "Title Affidavit"), executed and acknowledged by Seller relating to: (x) mechanics' or materialmen's liens; (y) parties in possession; and (z) the status and capacity of Seller and the authority of the signatories who are executing the various documents on behalf of Seller in connection with the sale of the Property; (viii) all documentation required to cure any and all Survey Objections and Additional Title Objections; (ix) a tax lien waiver and good standing certificate from the Massachusetts of Revenue, in recordable form; and (ix) such other documents,

certificates and the like as are customary for a transaction of this nature and reasonably required by Buyer's title insurer or as may be necessary to carry out its obligations under this Agreement or as may be required by law.

- (b) At or before Closing, Buyer shall deliver to Seller the following items (the "Buyer Deliverables"): (i) the Balance of the Purchase Price plus any other sums and adjustments due and payable by Buyer as required herein and as reflected in the Settlement Statement; (ii) a duly executed Settlement Statement; (iii) Buyer authority and Good Standing documents in form and substance satisfactory to Seller,; and (iv) such other documents, certificates and the like as may be reasonably required by Seller's counsel or required herein or as may be necessary to carry out its obligations under this Agreement or as may be required by law.
- (c) Upon completion of the Closing, Seller shall deliver possession of the Property to Buyer as required hereunder.

8. Closing Costs. Seller shall pay the cost of recording any instruments required to clear the title and all real estate transfer taxes (documentary stamps) at the Time of Closing. Buyer shall pay for the recording of the Deed (not including real estate transfer taxes), any mortgages and any other instruments to be recorded. Buyer and Seller shall each pay their own attorneys' fees.

9. Extension to Perfect Delivery. If Seller shall be unable to give title or to make conveyance, deliver possession of the Property, remove all Survey Objections and Additional Title Objections, or make the Premises conform to the provisions hereof or to satisfy any other condition hereof, all as herein stipulated, Seller shall have the right to extend the time for Closing for such period (not to exceed thirty (30) days) as Seller may designate by written notice to Buyer. Nevertheless, it is agreed that sale proceeds may be used to address any and all uncured Survey Objections and Additional Title Objections.

10. Failure to Perfect Title; Deliver Property; or Make Property Conform. If at the expiration of the extended time as provided under Paragraph 9 above, Seller shall have failed to address Survey Objections and Additional Title Objections, Buyer may (i) terminate this Agreement by written notice to Seller whereupon the Deposit (including all amounts identified as nonrefundable under Section 5(a) and (b) and all Extension Fees) shall be forthwith refunded to Buyer, any reimbursements required to be made by Buyer hereunder shall be made and all other obligations of the parties hereto shall cease and this Agreement shall be void and of no further force or effect or (ii) Buyer shall close with a credit against the Purchase Price for all reasonable costs actually incurred by Buyer to cure the Survey Objections and Additional Title Objections, in addition to having the right to exercise all other rights herein granted to Buyer. Seller shall act diligently and in good faith to perfect delivery of the Premises to Buyer.

11. Indemnities. Seller agrees to defend, indemnify and reimburse Buyer for any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees and court costs) incurred by Buyer by reason of or arising out of a breach of any representation or warranty of Seller set forth in this Agreement. Buyer agrees to indemnify and reimburse Seller for any and all claims, demands, causes of action, losses, damages,

liabilities, costs and expenses (including reasonable attorney's fees and court costs) incurred by Seller by reason of or arising out of a breach of any promise, representation or warranty of Buyer set forth in this Agreement.

12. Financing. Intentionally Deleted

13. Seller Representations and Warranties. Seller represents covenants and warrants to and agrees with Buyer, as of the date of this Agreement and as of the Time of Closing (the "Seller Representations"), as follows, which provisions shall survive the Closing:

- (a) Seller is a Massachusetts corporation duly formed and validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder (a) has been duly authorized by all necessary acts of Seller, and (b) will not conflict with, or result in a breach of, any judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Seller is a party or by which Seller is otherwise bound.
- (b) No authorization, consent, or approval of any governmental authority (including courts) is required for the execution and delivery by Seller of this Agreement or performance of its obligations hereunder.
- (c) there are no leases, agreements, or contracts affecting all or any part of the Property or the use thereof to which Seller is a party which would be binding upon or otherwise affect Buyer or its nominee, except as the same have been disclosed to Buyer.
- (d) There are no actions, suits or proceedings pending or, to the knowledge of Seller, threatened, against or affecting Seller which, if determined adversely to Seller, would adversely affect its ability to perform its obligations hereunder. Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition of Seller's creditors, (c) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (e) admitted in writing its inability to pay its debts as they come due or (f) made an offer of settlement, extension or composition to its creditors generally.
- (e) Neither the execution, delivery or performance of this Agreement nor compliance herewith (a) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of Seller, (2) to the best of Seller's knowledge, any law or any order, writ, injunction or decree of any court or governmental authority, or (3) any agreement or instrument to which Seller is a party or by which it is bound or (b) results in the

creation or imposition of any lien, charge or encumbrance upon the Property pursuant to any such agreement or instrument.

- (f) To the best of Seller's knowledge, there are no underground storage tanks beneath any portion of the Premises used for holding fuel oil, gasoline or other substances.
- (g) Seller has not generated, treated, released, discarded or disposed of any "Oil" or Hazardous Waste on the Premises. For the purpose of this Agreement "Hazardous Waste" shall mean any "hazardous material" or "oil" as defined in the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. §9601, as amended, and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G. L. c. 21E, as amended, or in regulations adopted thereunder.
- (h) Seller is not a "foreign person" or "disregarded" entity" as defined in Section 1445 of the Code; Seller's taxpayer identification number has been provided to Buyer.
- (i) Seller has not received any written notice of violation of any laws, regulations or codes, and (ii) the Seller has no actual knowledge of any claim of violation of any laws, regulations or codes.
- (j) to the best of Seller's knowledge, other than municipal real estate taxes (which are not delinquent), Seller has no obligations to any governmental authority, adjacent property owner or other person for the payment (or for any donations in lieu of payment) or performance of any infrastructure, capital improvements or other work in connection with the development or ownership of the Property.
- (k) No condemnation or eminent domain proceedings are pending or, to Seller's knowledge, threatened against the Property or any part thereof, and the Seller has not made any commitments to or received any written notice of the desire of any public authority or other entity to take or use the Property or any part thereof whether temporarily or permanently, for easements, rights-of-way, or other public or quasi-public purposes.
- (l) There are no pending, or to Seller's knowledge, threatened, judicial or administrative proceedings or investigations against Seller or the Property affecting or relating to the development, construction, use, operation or ownership of the Property in accordance with Buyer's Proposal.
- (m) No portion of the Property comprises part of a tax parcel which includes property other than property comprising all or a portion of the Property. No application or proceeding is pending with respect to a reduction or an increase of such taxes. There are no tax refund proceedings relating to the Property which are currently pending. All real estate taxes that are due and payable have been paid as of the date hereof and no such real estate taxes are delinquent. To the best of Seller's knowledge, there are no special taxes or assessments to be levied against the

Property nor is the Seller aware of any change in the tax assessment of the Property.

- (n) To the best of Seller's knowledge, it has good title to the Personal Property and shall transfer the same to Purchaser free and clear of all liens and encumbrances.
- (o) Except as otherwise disclosed herein, there are no options, rights of first refusal or first opportunity, or other rights or options to purchase or otherwise acquire the Property or any portion thereof (or any interest therein) in favor of any party.

14. Buyer Representations and Warranties. Buyer represents, covenants and warrants to and agrees with Seller as follows:

- (a) Buyer shall not record this contract or a notice of this contract at the Registry.
- (b) The Buyer agrees that it shall pay in full and in a timely manner its consultants and contractors and their subcontractors and any consultants engaged by it or by the Town and for which the Buyer is responsible to pay and that no notice of contract or lien shall be placed on the Property prior to the closing by such consultants and contractors and subcontractors, and provided further, in the event any mechanic's lien, Notice of Contract, or other lien or encumbrance is placed on the title to the Property on account of Buyer or Buyer's agents, contractors or subcontractors, Buyer will forthwith undertake to have such lien or other encumbrance immediately released of record.
- (c) Buyer agrees to indemnify, defend, and hold Seller, free and harmless from any loss, injury, damage, claim, lien, cost or expense, including reasonable attorneys' fees and costs, but excluding losses resulting from the negligence or willful misconduct of Seller, which Seller incurs as a result of (i) a breach of the agreements by Buyer in connection with the inspection of the property, or (ii) otherwise from the exercise by Buyer or Buyer's agents of the right of access, or (iii) the Buyer's or the Buyer's agents' actions in seeking governmental approvals.
- (d) Buyer is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Delaware, registered to conduct business in the Commonwealth of Massachusetts. Buyer has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder (a) has been duly authorized by all necessary acts of Buyer and (b) will not conflict with, or result in a breach of, any judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Buyer is a party or by which Buyer is otherwise bound;

- (e) No authorization, consent, or approval of any governmental authority (including courts) is required for the execution and delivery by Buyer of this Agreement or performance of its obligations hereunder.
- (f) There are no actions, suits or proceedings pending or, to the knowledge of Buyer threatened, against or affecting Buyer which, if determined adversely to Buyer, would adversely affect its ability to perform its obligations hereunder. Buyer has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition of Buyer's creditors, (c) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (e) admitted in writing its inability to pay its debts as they come due or (f) made an offer of settlement, extension or composition to its creditors generally.
- (g) Neither the execution, delivery or performance of this Agreement nor compliance herewith (a) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of Buyer, (2) to the best of Buyer's knowledge, any law or any order, writ, injunction or decree of any court or governmental authority, or (3) any agreement or instrument to which Buyer is a party or by which it is bound or (b) results in the creation or imposition of any lien, charge or encumbrance upon the Property.

15. Operation of the Property.

- (a) Seller shall not, without the prior written consent of Buyer in each instance, which may be withheld in Buyer's sole discretion:
 - (i) enter into any lease or other agreement concerning occupancy or use of any of the Property or any service or other agreement concerning the operation, maintenance or ownership of the Property or any portion thereof that would affect the rights of the Buyer if the closing occurs; or
 - (ii) perform any construction on or modification to the Property other than normal and routine maintenance and repairs.
- (b) Seller hereby agrees that it shall:
 - (i) not seek or support any change in the zoning classification of or restrictions relating to the Property unless Buyer consents thereto in writing; and
 - (ii) promptly deliver to Buyer copies of any and all notices received by Seller that relate to and/or may affect the Property, including but not limited to notices of any claims, actions, opposition to the Buyer's proposed development of the Property, and all other notices received by the Seller relating to Seller's right, title, and interest to the Property.

16. Use of Money to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the Time of Closing, use the purchase money or any portion thereof to address a Title Objection that the Seller has elected to cure pursuant to paragraph 3, provided that all instruments so procured are recorded simultaneously with the delivery of the Deed or recorded thereafter in a manner consistent with customary commercial practice.

17. Insurance. Until the Time of Closing, Seller will maintain in full force and effect any existing policies of insurance relating to the Property. Buyer shall obtain and maintain during the pendency of this Agreement such policies of general liability and casualty insurance covering the Property and Buyer's and Buyer's agents' presence and activities upon the Property, and such Worker's Compensation coverage, as Seller shall reasonably require, which shall name Seller as first loss payee, and shall provide to Seller written evidence of same upon request therefor.

18. Adjustments.

(a) Real property taxes shall be apportioned as of 12:00 am on the date of the Closing, with Buyer being responsible for the Closing Date, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price; and

(b) If, at the Time of Closing, real property taxes for the then fiscal tax year are not known, the apportionment of real property taxes called for herein shall be made on the basis of the real property taxes for the preceding fiscal tax year, and an appropriate adjustment shall be made when such real property taxes are known. If the taxes that are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement.

19. Broker. Other than Janet Breiter of Keller Williams Realty and Greta Gustafson and LandVest, Cristie's International Real Estate, Ten Post Office Square, Boston, MA 02109 ("LandVest") Buyer and Seller hereby represent and warrant that neither has used the services of a real estate broker or agent or other person who would be entitled to be paid a commission by reason of the procurement of this Agreement or the transaction which is the subject matter hereof, and each agrees to indemnify and hold the other harmless from and against any loss, cost, damage or expense arising out of any breach by the indemnifying party of the foregoing representation and warranty. Buyer shall be responsible for the payment of the broker's commission to Keller Williams Realty.

20. Deposit. All Deposits made and Extension Fees delivered hereunder shall be held in escrow by LandVest, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. The Deposits and the Extension Fees may not be released from escrow without the assent of both Buyer and Seller. The recording of the Deed to the Property shall constitute such assent. In the event of any disagreement between the parties, the Escrow Agent may retain all Deposits and Extension Fees pending instructions mutually given by the Buyer and Seller, or by a court of competent jurisdiction. So long as Escrow Agent served in good faith, Buyer and Seller each agree to hold harmless Escrow Agent from damages, losses or

expenses, arising out of this Agreement or any action or failure to act, including reasonable attorney's fees, related thereto brought by the indemnifying party.

21. Default and Remedies.

- (a) In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property or to perform its obligations under this Agreement (the "Seller Default"), then, after written notice of such Seller Default given by Buyer to Seller and the passage of ten (10) business days after Seller's receipt of such notice without Seller having cured the Seller Default, Buyer may, as its sole and exclusive remedy at law or in equity elect to either: (i) terminate this Agreement by giving written notice thereof to Seller, in which event the entire Deposit and all Extension Fees will promptly be returned to Buyer and thereafter the parties shall have no further obligation to each other except for the obligations which expressly survive the termination of this Agreement; (ii) enforce specific performance of this Agreement against Seller, whereupon the Purchase Price shall be reduced by the reasonable actual out-of-pocket costs (including legal fees and expenses) incurred by Buyer of such action and cure, or (iii) waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement. Seller's obligations hereunder shall survive the termination of this Agreement
- (b) If Buyer shall fail to fulfill Buyer's obligations hereunder, the Deposits made and any Extension Fees delivered hereunder by Buyer, together with any and all interest thereon, shall be paid to Seller as full and complete liquidated damages and not as a penalty, and shall be Seller's sole remedy at law or inequity, whereupon all obligations of Seller and Buyer hereunder shall terminate without recourse to either party. **BUYER AND SELLER ACKNOWLEDGE THAT THE DAMAGES TO SELLER IN THE EVENT OF A BREACH OF THIS AGREEMENT BY PURCHASER WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES THAT WOULD BE SUFFERED BY SELLER IF THE TRANSACTION SHOULD FAIL TO CLOSE AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT AND UNDER THE CIRCUMSTANCES THAT SELLER AND BUYER REASONABLY ANTICIPATE WOULD EXIST AT THE TIME OF SUCH BREACH. BUYER AND SELLER AGREE THAT SELLER'S RIGHT TO RETAIN THE DEPOSIT SAND ANY EXTENSION FEES SHALL BE SELLER'S SOLE REMEDY, AT LAW AND IN EQUITY, FOR BUYER'S FAILURE TO PURCHASE THE PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.**

22. Notices. Whenever notice is given or required to be given by either of the parties hereto to the other, it shall be in writing and deemed to have been given (i) when delivered or refused by hand during regular business hours, (ii) three (3) days after being sent by United States Postal Service, registered or certified mail, postage prepaid, return receipt requested, (iii) the next business day if sent by a reputable national overnight express mail service that provides tracing and proof of receipt or refusal of items mailed, or (iv) when sent with proof of successful

transmission if sent by email during business hours, addressed to Seller or Buyer, as the case may be, at the address or addresses set forth in paragraph 1 above with a copy delivered as follows:

SELLER:

Carla S. Cox, Esq.
Handly & Cox, P.C.
9 Abbott Street
Beverly, MA 01915
Telephone 978-921-5544
Email: carlacox@aol.com

BUYER:

Jill Elmstrom Mann
MANN & MANN, P.C.
191 South Main Street, Suite 104
Middleton, MA 01949
Telephone: 978-762-6238
Email: jill@mannpc.com

23. Title Matters.

- (a) Any matter or practice arising under or relating to this Agreement that is the subject of a Title Standard or a Practice Standard of the Real Estate Bar Association for Massachusetts at the time of delivery of the deed shall be covered by such Title Standard or Practice Standard to the extent applicable; and
- (b) Without limiting any other provisions in this Agreement, said Property shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless title to said Property is insurable, for the benefit of the Buyer, in a fee owner's policy of title insurance, at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy and the Permitted Encumbrances.

24. Miscellaneous.

- (a) This Agreement 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 cancelled, modified or amended only by a written instrument executed by both Seller and Buyer, and shall be interpreted under the laws of the Commonwealth of Massachusetts.
- (b) 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, listing sheets and agreements between the parties with respect to the transactions contemplated hereby and any such prior offers or agreements shall be null and void. 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. Buyer and Seller hereby agree that both Buyer and Seller shall be considered to have jointly drafted this Agreement and no terms shall be interpreted against any one party as drafter.

- (c) If Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller nor Buyer so executing, nor the trustees, beneficiaries, shareholders, officers, directors, employees, attorneys or agents of Seller or Buyer, shall be personally liable for any obligation, express or implied, hereunder.
- (d) By executing this Agreement, the Seller and Buyer hereby grant to their attorneys identified above in Section 22 the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend as to deadlines this Agreement in writing, and the Seller and Buyer shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions and/or facsimile signatures on such written instruments shall be binding.
- (e) The Parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned or submitted signatures shall be construed as original, except as to the Deed and the Closing documents and except as to documents intended to be recorded.
- (f) In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.
- (g) It is acknowledged and presumed that the substance and form of this Agreement have been fully reviewed by the Parties hereto and approved as to form by their respective counsel.
- (h) Both Seller and Buyer hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.
- (i) If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.

LIST OF EXHIBITS

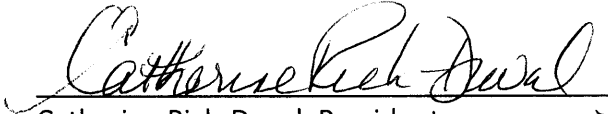
Exhibit A	Legal Description
Exhibit B	Quitclaim Deed

Exhibit C Bill of Sale
Exhibit D Owner Authorization
Exhibit E Title Affidavit
Exhibit F Title Deliverables

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be duly executed as of the date first above-written by their respective officers and manager.

SELLER:
COUNTRY SQUIRE REALTY, INC.

BUYER:
CHEBACCO HILL CAPITAL PARTNERS, LLC


Catherine Rich-Duval, President

BY: _____
Lawrence Smith, Manager

Bryan T. Rich, Treasurer

LANDVEST, as Escrow Agent

BY: _____

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be duly executed as of the date first above-written by their respective officers and manager.

SELLER:
COUNTRY SQUIRE REALTY, INC.

BUYER:
CHEBACCO HILL CAPITAL PARTNERS, LLC

Catherine Rich-Duval, President



Bryan T. Rich, Treasurer

BY:



Lawrence Smith, Manager

LANDVEST, as Escrow Agent

BY: _____

EXHIBIT A
DESCRIPTION OF LAND

A certain parcel of land situated on Essex Street and Chebacco Road in Hamilton in said County of Essex, Commonwealth of Massachusetts, and being shown on plan entitled "Plan of Land in Hamilton, Mass., as surveyed for James I. McGrath & Francis P. Rich, scale: 1 inch = 100 feet, 24 Jan. 1959, Chas. H. Morse & Son, Eng's., Haverhill, Mass." recorded in the Essex South District Registry of Deeds, bounded and described as follows:

Beginning at the Northeasterly corner of the granted premises on Essex Street at land of Dolan, formerly of Spencer; thence running

NORTHEASTERLY by said Essex Street on various courses, ninety-nine and fifty-seven hundredths (99.57) feet, seventy-six and four hundredths (76.04) feet, one hundred seventy-six and five hundredths (176.05) feet, and two hundred seven and sixty-five hundredths (207.65) feet to an Essex County stone bound; thence

By a curved line in a general SOUTHEASTERLY direction forty-seven and seventy-eight hundredths (47.78) feet to an Essex County stone bound at Chebacco Road; thence

Turning and running in a general SOUTHEASTERLY course by Chebacco Road, by various courses, eighty-nine and ninety-seven hundredths (89.97) feet, one hundred one and thirty-one hundredths (101.31) feet, one hundred and two hundredths (100.02) feet, two hundred and five hundredths (200.05) feet, two hundred fifty-three and sixty-four hundredths (253.64) feet, one hundred and forty-two hundredths (100.42) feet, two hundred (200.00) feet, one hundred (100.00) feet, one hundred and six hundredths (100.06) feet, seventy-five and one hundredths (75.01) feet, twenty-five and sixty hundredths (25.60) feet, fifty-six and eighty three hundredths (56.83) feet and one hundred ninety-two and fifty-seven hundredths (192.57) feet to a point; thence turning and running

SOUTHEASTERLY, more SOUTHERLY, by Chebacco Road, by various courses, seventy-one and seven hundredths (71.07) feet, and two hundred five and ten hundredths (205.10) feet to a drill hole in ledge at land now or formerly of Kerr; thence turning and running

WESTERLY by said land of Kerr, land of Gordon College of Theology & Missions and land of parties unknown by various courses, two hundred forty-eight and sixty-five hundredths (248.65) feet, fifty-nine and thirty-three hundredths (59.33) feet, one hundred forty-six and twenty-nine hundredths (146.29) feet, eighty-four (84.00) feet, and forty-four and thirteen hundredths (44.13) feet to a point; thence turning and running

SOUTHERLY by land of parties unknown six hundred ninety-one and twenty-five hundredths (691.25) feet to land of Gordon College of Theology & Missions; thence turning and running

NORTHWESTERLY by land of the heirs of John Woodbury four hundred thirty (430.00) feet to

a point; thence turning and running

SOUTHWESTERLY by said land of the heirs of John Woodbury three hundred fifty (350.00) feet to a point at land now or formerly of Gordon College of Theology & Missions; thence turning and running

NORTHWESTERLY by said Gordon College of Theology & Missions land fifty-two and sixteen hundredths (52.16) feet and continuing in the same line one hundred seventy and forty-four hundredths (170.44) feet and continuing in the same line fifty-one and fifty-two hundredths (51.52) feet to a point; thence turning and running

NORTHWESTERLY, more NORTHERLY, by land of Gordon College of Theology & Missions nineteen hundred fourteen and five hundredths (1914.05) feet to a stone bound; thence turning and running

NORTHEASTERLY by land of Gordon College of Theology & Missions three hundred seventy-four and ninety-five hundredths (374.95) feet to a drill hole at land of Dolan; thence turning and running

SOUTHEASTERLY by said Dolan land five hundred four and thirty-one hundredths (504.31) feet to a drill hole; thence turning and running

NORTHEASTERLY by a stone wall by said Dolan land three hundred fifty-five and seventeen hundredths (355.17) feet to Essex Street and the point of beginning.

Excepting therefrom a certain parcel of land being shown as the 40,257 s.f. parcel on that certain plan entitled "Plan of Land in Hamilton, Mass. Surveyed for Country Squire Realty, Inc." dated 21 February 1959 and recorded as Plan 606 of 1959 and as described in that certain deed of Country Squire Realty, Inc. dated February 25, 1959 and recorded with said Registry of Deeds in Book 4541, Page 32, which parcel is located on Chebacco Road bounded and described as follows:

Beginning at a point on the westerly side of Chebacco Road, land of grantor, marked by a drill hole in the ledge at the south east corner of the premises herein described, thence running:

NORTH seventy-seven degrees, fifty-two minutes, ten seconds west ($77^{\circ} 52' 10''$ W), two hundred forty-eight and 65/100 (248.65) feet by land of William N. Kerr et ux. and Gordon College of Theology & Missions, thence running

NORTH ten degrees, ten minutes, forty seconds west ($10^{\circ} 10' 40''$ W) by land of grantor one hundred seventy-five (175) feet to an angle, thence running

SOUTH seventy-seven degrees, fifty-two minutes, ten seconds east ($77^{\circ} 52' 10''$ E), two hundred forty-eight and 65/100 (248.65) feet to Chebacco Road, thence running

SOUTH ten degrees, ten minutes, forty seconds east ($10^{\circ} 10' 45''$ E) by west line of Chebacco Road, on hundred seventy-five (175) feet to a drill hole in the ledge of the grantor and point of beginning.

Property Address: 133 Essex Street, Hamilton, Massachusetts 01982

EXHIBIT B
FORM OF QUITCLAIM DEED

Space above the line reserved for recording information

MASSACHUSETTS QUITCLAIM DEED

COUNTRY SQUIRE REALTY INC., a Massachusetts corporation, with an address of 103 River Road, Topsfield, MA 01983 (the "Grantor"), for consideration of Three Million, Three Hundred Thousand and 00/100 dollars, grants to CHEBACCO HILL CAPITAL PARTNERS, LLC, a Massachusetts limited liability company, with an address of 176 Barton Road, Stow, MA 01775

with quitclaim covenants

the land known and numbered as 133 Essex Street, Hamilton, Massachusetts 01982, more particularly described on Schedule A attached hereto, together with the improvements located thereon,

subject to any existing easements, rights of way and other encumbrances and restrictions of record to the extent in force and applicable.

For reference to Grantor's title see Deed recorded in with the Essex South District Registry of Deeds in Book 4540, Page 467.

This Quitclaim Deed is made this ____ day of _____, 202 .

[Signature on following page]

EXECUTED under seal as of the date first written above.

COUNTRY SQUIRE REALTY INC.

By: _____
Catherine Rich-Duval, President

By: _____
Bryan T. Rich, Treasurer

COMMONWEALTH OF MASSCHUSETTS
ESSEX COUNTY

On this ___ day of _____ 202 , before me, the undersigned notary public, personally appeared Catherine Rich-Duval, who proved to me through satisfactory identification, which was to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of Country Squire Realty, Inc.,

(Official Signature and Seal of Notary)
My Commission Expires:

COMMONWEALTH OF MASSCHUSETTS
ESSEX COUNTY

On this ___ day of _____ 202 , before me, the undersigned notary public, personally appeared Bryan T. Rich, who proved to me through satisfactory identification, which was to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Country Squire Realty, Inc.

(Official Signature and Seal of Notary)
My Commission Expires:

Schedule A

LEGAL DESCRIPTION

A certain parcel of land situated on Essex Street and Chebacco Road in Hamilton in said County of Essex, Commonwealth of Massachusetts, and being shown on plan entitled "Plan of Land in Hamilton, Mass., as surveyed for James I. McGrath & Francis P. Rich, scale: 1 inch = 100 feet, 24 Jan. 1959, Chas. H. Morse & Son, Eng's., Haverhill, Mass." recorded in the Essex South District Registry of Deeds, bounded and described as follows:

Beginning at the Northeasterly corner of the granted premises on Essex Street at land of Dolan, formerly of Spencer; thence running

NORTHEASTERLY by said Essex Street on various courses, ninety-nine and fifty-seven hundredths (99.57) feet, seventy-six and four hundredths (76.04) feet, one hundred seventy-six and five hundredths (176.05) feet, and two hundred seven and sixty-five hundredths (207.65) feet to an Essex County stone bound; thence

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WESTERLY by said land of Kerr, land of Gordon College of Theology & Missions and land of parties unknown by various courses, two hundred forty-eight and sixty-five hundredths (248.65) feet, fifty-nine and thirty-three hundredths (59.33) feet, one hundred forty-six and twenty-nine hundredths (146.29) feet, eighty-four (84.00) feet, and forty-four and thirteen hundredths (44.13) feet to a point; thence turning and running

SOUTHERLY by land of parties unknown six hundred ninety-one and twenty-five hundredths (691.25) feet to land of Gordon College of Theology & Missions; thence turning and running

NORTHWESTERLY by land of the heirs of John Woodbury four hundred thirty (430.00) feet to a point; thence turning and running

SOUTHWESTERLY by said land of the heirs of John Woodbury three hundred fifty (350.00) feet to a point at land now or formerly of Gordon College of Theology & Missions; thence turning and running

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SOUTHEASTERLY by said Dolan land five hundred four and thirty-one hundredths (504.31) feet to a drill hole; thence turning and running

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Excepting therefrom a certain parcel of land being shown as the 40,257 s.f. parcel on that certain plan entitled "Plan of Land in Hamilton, Mass. Surveyed for Country Squire Realty, Inc." dated 21 February 1959 and recorded as Plan 606 of 1959 and as described in that certain deed of Country Squire Realty, Inc. dated February 25, 1959 and recorded with said Registry of Deeds in Book 4541, Page 32, which parcel is located on Chebacco Road bounded and described as follows:

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NORTH seventy-seven degrees, fifty-two minutes, ten seconds west ($77^{\circ} 52' 10''$ W), two hundred forty-eight and $65/100$ (248.65) feet by land of William N. Kerr et ux. and Gordon College of Theology & Missions, thence running

NORTH ten degrees, ten minutes, forty seconds west ($10^{\circ} 10' 40''$ W) by land of grantor one hundred seventy-five (175) feet to an angle, thence running

SOUTH seventy-seven degrees, fifty-two minutes, ten seconds east ($77^{\circ} 52' 10''$ E), two hundred forty-eight and $65/100$ (248.65) feet to Chebacco Road, thence running

SOUTH ten degrees, ten minutes, forty seconds east ($10^{\circ} 10' 45''$ E) by west line of Chebacco Road, on hundred seventy-five (175) feet to a drill hole in the ledge of the grantor and point of beginning.

EXHIBIT C
BILL OF SALE

BILL OF SALE, BLANKET CONVEYANCE
AND ASSIGNMENT

This Bill of Sale, Blanket Conveyance and Assignment (this "Assignment") is executed by COUNTRY SQUIRE REALTY INC., a Massachusetts corporation ("Assignor"), with an address of 103 River Road, Topsfield, MA 01983, to and for the benefit of CHEBACCO HILL CAPITAL PARTNERS, LLC , a Massachusetts limited liability company ("Assignee") with an address of 176 Barton Road, Stow, MA 01775.

RECITALS

WHEREAS, concurrently herewith Assignor is conveying to Assignee that certain real property (the "Land") more particularly described on Exhibit A attached hereto and incorporated herein for all purposes; and

WHEREAS, in connection with the conveyance of the Land, Assignor intends to sell, assign and convey unto Assignee the Assigned Properties (defined below).

NOW, THEREFORE, in consideration of the foregoing and Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor and Assignee hereby act and agree as follows:

1. Conveyance. Assignor does hereby ASSIGN, TRANSFER, CONVEY, SET OVER and DELIVER to Assignee, its successors and assigns, the following properties (collectively, the "Assigned Properties"):

(a) Any and all personal property, equipment, appliances, furniture, furnishings, building materials, improvements, and other personalty of whatever kind or character owned by Assignor, lying and being situated at, incidental to, appurtenant to, or associated or used in connection with the ownership, use, operation, repair and maintenance of the Property, including all fixtures and other property affixed thereto, including without limitation, all heating, air conditioning, plumbing, lighting, communications, elevators and kitchen, medical, dental or rehabilitation fixtures, all gas and electric fixtures, appliances and wiring, engines, boilers, elevators, escalators, incinerators, motors, dynamos, heating and air conditioning equipment, sinks, water closets, basins, pipes, electrical systems, faucets, fire prevention and extinguishing apparatus, central music and public address systems, burglar alarms, security systems and equipment, and other furnishings and decor equipment, spare parts, materials, and supplies for the ownership, use, operation, maintenance, and repair of the Property or the personal property referred to herein or both, tools, supplies, and all other personal property owned by Assignor which is located on or is used in connection with the ownership, use, operation, maintenance, or repair of the Property or the personal property referred

to herein or both whether tangible or intangible, paving, curbing, trees, shrubs, plants and other improvements and landscaping of every kind and nature (collectively, the "Personalty").

(b) Rights in and to plans, specifications, designs, drawings, as previously delivered to Assignee, and keys.

(c) To the extent assignable, all of Assignor's rights in and to (i) all licenses, permits, approvals and similar documents relating to the Property, (ii) all plans, drawings, specifications, surveys, engineering reports, and other technical descriptions relating to the Property, (iii) all warranties and guaranties (express or implied) issued in connection with or arising out of (a) the purchase or repair of all fixtures, fittings, appliances, apparatus, equipment, machinery and other personal property owned by Assignor, if any, and affixed or attached to or placed or situated upon, or used or acquired in connection with the Property, or (b) the construction, alteration, maintenance and repair of any of the improvements located on the Property, and (iv) all other property (real, personal or mixed), owned or held by Assignor which relate in any way to the design, construction, use, leasing, maintenance, service or operation of the Property or Personalty.

TO HAVE AND TO HOLD the Assigned Properties unto Assignee, and Assignee's successors and assigns forever, and Assignor does hereby bind Assignor, and Assignor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Assigned Properties unto Assignee, and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through and under Assignor but not otherwise.

2. Counterparts; Governing Law; Successors and Assigns; Authority. This Assignment may be executed in any number of counterparts (including PDF and facsimile signatures), and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This Assignment shall be construed and enforced in accordance with and governed by the internal laws of the Commonwealth of Massachusetts. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. Further Assurances. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are reasonably necessary in carrying out the purposes of this Assignment.

[The balance of this page is intentionally left blank]

IN WITNESS WHEREOF, this Assignment is executed as of this ____ day of _____,
202 .

EXECUTED under seal as of the date first written above.

ASSIGNOR:
COUNTRY SQUIRE REALTY INC.

By: _____
Catherine Rich-Duval, President

By: _____
Bryan T. Rich, Treasurer

ASSIGNEE:
CHEBACCO HILL CAPITAL PARTNERS, LLC

By: _____
Lawrence Smith, Manager

EXHIBIT A

(to Bill of Sale)

Property Description

EXHIBIT D

OWNER AUTHORIZATION

The undersigned (the "Owner"), hereby authorizes **CHEBACCO HILL CAPITAL PARTNERS, LLC** (the "Buyer"), to apply to the Planning Board, the Board of Appeals, Board of Health and the Conservation Commission for the Town of Hamilton as well as to any other local, state, or federal board or agency for all and all approvals and permits (the "Approvals") necessary to develop the property located 133 Essex Street, Hamilton, MA (the "Property") as a 55+ residential development. Such Approvals shall include an application for subdivision approval, the submittal of an application for abbreviated notice of resource area delineation, submittal of a notice of intent, and any other relief as may be reasonably necessary to properly develop the Property as the Buyer's Proposed Use in the sole opinion of the Buyer. The Owner may rescind this authorization at any time in the event the Purchase and Sale Agreement between the Owner and the Buyer dated January , 2021, is terminated.

The Owner disclaims any and all responsibility and liability for the actions or inactions of, or information provided by, the Buyer to any person or entity, whether relating to any requests for approval or otherwise. This document shall be void if recorded at the Registry of Deeds.

Dated: 15 January , 2021

COUNTRY SQUIRE REALTY INC.

By: _____
Catherine Rich-Duval, President

By: Bryan T. Rich
Bryan T. Rich, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 15 day of January 2021, before me, the undersigned notary public, personally appeared Bryan T. Rich known to me to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed voluntarily on behalf of Country Squire Realty, Inc. for the purpose stated herein.

Rose A. Richards
Notary Public
My commission expires: 5/4/2023

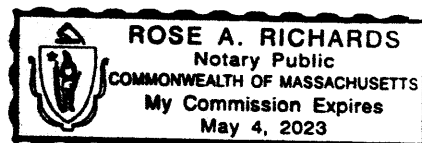


EXHIBIT D

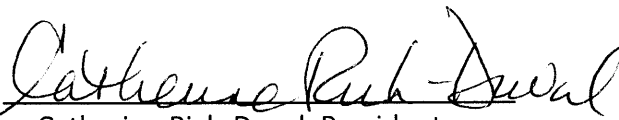
OWNER AUTHORIZATION

The undersigned (the "Owner"), hereby authorizes CHEBACCO HILL CAPITAL PARTNERS, LLC (the "Buyer"), to apply to the Planning Board, the Board of Appeals, Board of Health and the Conservation Commission for the Town of Hamilton as well as to any other local, state, or federal board or agency for all and all approvals and permits (the "Approvals") necessary to develop the property located 133 Essex Street, Hamilton, MA (the "Property") as a 55+ residential development. Such Approvals shall include an application for subdivision approval, the submittal of an application for abbreviated notice of resource area delineation, submittal of a notice of intent, and any other relief as may be reasonably necessary to properly develop the Property as the Buyer's Proposed Use in the sole opinion of the Buyer. The Owner may rescind this authorization at any time in the event the Purchase and Sale Agreement between the Owner and the Buyer dated January , 2021, is terminated.

The Owner disclaims any and all responsibility and liability for the actions or inactions of, or information provided by, the Buyer to any person or entity, whether relating to any requests for approval or otherwise. This document shall be void if recorded at the Registry of Deeds.

Dated: 15 January , 2021

COUNTRY SQUIRE REALTY INC.

By: 
Catherine Rich-Duval, President

By: _____
Bryan T. Rich, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this day of January 2021, before me, the undersigned notary public, personally appeared Bryan T. Rich known to me to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed voluntarily on behalf of Country Squire Realty, Inc. for the purpose stated herein.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 15th day of January 2021, before me, the undersigned notary public, personally appeared Catherine Rich Duval known to me to be the person whose name is signed on the foregoing instrument, and acknowledged to me that she signed voluntarily on behalf of Country Squire Realty, Inc. for the purpose stated herein.



Notary Public

My commission expires:

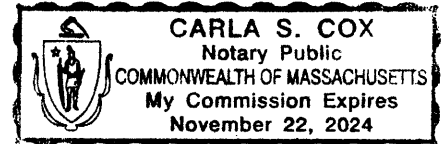


EXHIBIT E
FORM OF TITLE AFFIDAVIT

OWNER'S AFFIDAVIT

COUNTRY SQUIRE REALTY INC., a Massachusetts corporation ("Owner"), the owner of the property known as 133 Essex Street, Hamilton, MA as further described on Exhibit A (the "Premises"), hereby represents and warrants as follows:

1. The undersigned is familiar with the Premises.
2. At the date hereof, there are no tenants, lessees or other parties who are in possession or who have the right to be in possession of the aforementioned premises, other than Meadow Brook Farm operated by Ron Vandt.
3. That there is not any action or proceeding, including but not limited to bankruptcy or insolvency proceedings, now pending in any state or federal court in the United States filed against Owner; nor is there any state or federal court judgment or state or federal tax lien against Owner, which could constitute a lien or charge upon the Premises.
4. There is no person for whom a debt is due for labor or materials furnished in the erection, alteration, repair or removal of a building or structure or other improvement or alteration upon the Premises by virtue of an agreement with, or by the consent of the undersigned, or of a person having authority from or rightfully acting for the undersigned in performing or furnishing such labor or materials for work actually performed during the past ninety-three (93) days, including the date hereof, which will not be paid in the ordinary course by Owner.
5. That, to the best of knowledge of the undersigned, any municipal assessments relating to the Property, including but not limited to taxes, betterments, water and municipal lighting plant charges due and owing as of the date hereof have been paid and that the undersigned has no knowledge of any taxes or special assessments which are not shown as existing liens by the public record other than those shown in the Certificate of Municipal Liens or closing Settlement Statement for the transaction to be insured
6. That Owner has received no written notice of past or present violations of any covenants, conditions or restrictions of record affecting the Premises which remains uncured or any charge or assessment provided for in the covenants, conditions and restriction which remains unpaid as of the date hereof.

This affidavit is made for the purpose of inducing [fill in TI company] to issue their policies of title insurance. The affidavit may be relied upon by [fill in TI company] but may not be relied upon by any other person or entity.

Dated this ____ day of [____], 202.

COUNTRY SQUIRE REALTY INC.

By: _____
Catherine Rich-Duval, President

By: _____
Bryan T. Rich, Treasurer

COMMONWEALTH OF MASSCHUSETTS

ESSEX COUNTY

On this ____ day of _____ 202 , before me, the undersigned notary public, personally appeared Catherine Rich-Duval, who proved to me through satisfactory identification, which was based on the undersigned’s personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose On behalf of Country Squire Realty, Inc.

(Official Signature and Seal of Notary)
My Commission Expires:

COMMONWEALTH OF MASSCHUSETTS

ESSEX COUNTY

On this ____ day of _____ 202 , before me, the undersigned notary public, personally appeared Bryan T. Rich, who proved to me through satisfactory identification, which was based on the undersigned’s personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Country Squire Realty, Inc.

(Official Signature and Seal of Notary)
My Commission Expires:

MANN & MANN, P.C.
COUNSELLORS AT LAW

JILL ELMSTROM MANN†*
KURT P. MANN†*
MELISSA GNOZA OGDEN†

†Admitted to practice in Massachusetts
*Admitted to practice in New York

December 8, 2020

Via Electronic Mail

Carla Cox, Esq.
Handly and Cox PC
9 Abbott Street
Beverly, MA 01915
carlaco@aol.com

RE: 133 Essex Street, Hamilton, Massachusetts

Dear Carla:

Reference is hereby made to that certain Letter of Intent dated September 13, 2020 (the "Agreement"), by and between Hatters Point Capital, LLC (or its affiliated designee) as the Buyer (the "Buyer") and Country Squire Realty Inc. as the Seller (the "Seller"), related to Seller's real property more commonly known and numbered as 133 Essex Street, Hamilton, Massachusetts (the "Property").

Please note that this office has completed a title examination of the Property and noted the following encumbrances and/or issues that must be satisfied prior to Closing:

1. Plan referred to in current owner's deed is not of record. *Survey is necessary to confirm area of property. Buyer will obtain a survey in order to confirm the actual Property boundaries and to reserve its right to object to the location of all boundaries, any possible encroachments.*
2. *Deed will need to be signed by President or Treasurer or alternatively Seller should provide vote, in recordable form, indicating has power to sign deed.*
3. *Certificate of Good Standing for Seller to be provided and recorded at Closing.*

191 South Main Street, Suite 104
Middleton, Massachusetts 01949
Telephone: 978-762-6238
Facsimile: 978-762-6434

Direct Email: jill@mannonpc.com
kurt@mannonpc.com
melissa@mannonpc.com

4. *Waiver of Corporate Excise Tax to be provided at Closing in accordance with REBA Title Standard No. 15, Alternatively, deed to Buyer to comply with subsection (d) of REBA Title Standard No. 17 and include recitation in deed that (1) the grantor is not classified for the current taxable year as a corporation for federal income tax purposes, or (2) that the conveyance does not constitute the sale or transfer of all or substantially all of the grantor's assets within the Commonwealth of Massachusetts, or (3) that the conveyance does constitute a sale or transfer in the ordinary course of the grantor's business, absent other information to the contrary, is considered sufficient to avoid the necessity of obtaining a tax lien waiver.*

Please review and advise as to how and when we can expect the resolution of the above.

Should you have any questions, please call me.

Sincerely,
MANN & MANN, P.C.
Melissa Gnoza Ogden

cc: Lawrence Smith, Manager
Jill Elmstrom Mann, Esq.