

**SECOND AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This Second Amendment to Purchase and Sale Agreement (the "Amendment"), dated as of June 9, 2023 (the "Effective Date"), by and between 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).

WHEREAS, Seller and Buyer entered into a Purchase and Sale Agreement, dated January 15, 2021 as modified by an Extension of Approval Period dated as of December 15, 2021 as further amended by the First Amendment to the Purchase and Sale Agreement, dated June 20, 2022 (as modified and amended, the "PSA");

WHEREAS, Buyer applied for site plan approval, senior housing special permit, and stormwater management permit from the Hamilton Planning Board (the "Applications") for a 50-unit senior housing development (the "Project") at 133 Essex Street, Hamilton, MA (the "Property");

WHEREAS, the Hamilton Planning Board denied the Buyer's Applications (the "Denials") and the Buyer has appealed the Denials;

WHEREAS, Buyer applied for Orders of Condition from the Hamilton Conservation Commission (the "Orders") under M.G.L c.131, §40 (the "WPA") and under the Hamilton Conservation Bylaw (the "HC Bylaw") to perform certain work associated with the Project;

WHEREAS, the Hamilton Conservation Commission granted the Orders authorizing the work;

WHEREAS, the abutters appealed the Order issued under WPA (the "DEP Wetland Appeal") and the Order issued under the HC Bylaw (the "Local Wetland Appeal");

WHEREAS, DEP issued a superseding order of conditions (the "SOC") for the DEP Wetland Appeal confirming the issuance of the Order under the WPA by the Hamilton Conservation Commission;

WHEREAS, the abutters did not appeal the SOC;

WHEREAS, Buyer is defending against the Local Wetland Appeal;

WHEREAS, Buyer and Seller agree that the Buyer needs additional time to appeal the Denials and to defend against the Local Wetland Appeal (the "Appeals");

WHEREAS, under the PSA, as extended and amended, the Buyer has until January 11, 2024 (the "Approval Period Deadline") to resolve the Local Wetland Appeal and to secure a reversal of the Denials;

WHEREAS, the parties desire to further extend the Approval Period Deadline until January 15, 2026;

WHEREAS, Seller and Buyer desire to work together to develop alternative Residential Development options for the Property ("Alternative Residential Development Options") including but not limited to (i) a comprehensive permit under M.G.L. c. 40B for up to two hundred (200) units of housing with no less than 25% of such Units being offered to individuals with incomes at or below 80% of the area median income for Hamilton (the "40B Project"); and (ii) the subdivision of unrestricted single family home lots along Essex Street and Chebacco Road that do not require subdivision approval (the "ANR Lots");

WHEREAS, Seller agreed to [REDACTED]

WHEREAS, the balance of Seller's Contribution shall be advanced to Buyer, [REDACTED]

WHEREAS, Seller and Buyer agree to expand the uses of the Seller's Contribution to include funding for the costs of exploring and permitting the Alternative Residential Development Options;

WHEREAS, Seller and Buyer desire to provide for additional funding by the Buyer and Seller in the event the Seller's Contribution is fully expended; and

WHEREAS, Seller and Buyer desire to work together to ensure a successful sale of the Property based on the Alternative Residential Development Options, the Project or any other third party proposed options.

NOW THEREFORE, 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 enter into this Amendment as follows:

1. Extension Rights. Seller hereby agrees to extend the Approval Period Deadline until January 15, 2026.
2. Funding Sources - Seller's Contribution and Excess Costs and Expenses.
 - (a) Seller's Contribution. Seller hereby agrees to expand the uses of Seller's Contribution to include the investigation and permitting for any Alternative Residential Development Options. Seller further agrees to release the Seller's Contribution from Escrow and hereby directs the Escrow Agent to deliver the balance of the Seller's Contribution to Buyer.
 - (b) Excess Costs and Expenses. To the extent that Seller's Contribution is exhausted during the pendency of any of the Appeals or during the investigation of any Alternative Residential Development Option, Buyer and Seller hereby agree to

fund, on a pro rata basis, all third party expenses and costs (the "Excess Costs") incurred in connection with the defending against the Local Wetland Appeal and defending the Order issued under the HC Bylaw, or continuing the appeals of the Special Permit and Stormwater Permit Denials, PLUS the costs and expenses incurred investigating and applying for the Alternative Residential Development Options.

- i. *Request for Funds.* After Seller's Contribution has been expended, Seller and Buyer agree that each party shall be required to advance its pro rata share of the Excess Costs within thirty (30) days of receiving Buyer's written request for funds.

- 1. [REDACTED]

- 2. [REDACTED]

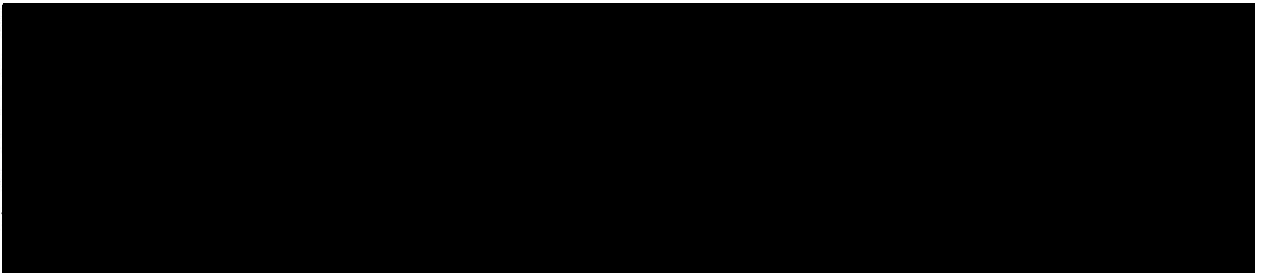
- ii. [REDACTED]

- iii. [REDACTED]

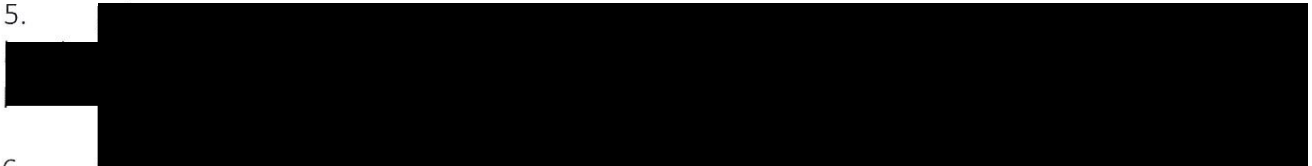
If the Seller, at any time after the original Seller's Contribution is exhausted, determines that the Alternative Residential Development Options are futile, at the Seller's sole discretion, then the Seller can cease funding all future unbudgeted and approved work, after a 30-day notice to Buyer and all previously approved work performed is paid. Notwithstanding the foregoing, the appeal process will continue to be funded by both parties based on an allocation of seventy-five (75%) percent) Seller and twenty-five (25%) percent Buyer pursuant to the terms hereof, subject to the cap limitation identified in subsection 2(b) ii above.

- 3. Accounting. Buyer's Controller, Julia Dickinson, will collaborate directly with Seller's representative, Cathie Rich-Duval. All uses of the Seller's Contribution and the Excess Funds shall be documented, and monthly reports shall be prepared by Buyer and delivered to Ms. Rich-Duval.

[REDACTED]



5.



6. Confirmation of PSA. In all other respects, the terms and provisions of the PSA are hereby ratified and confirmed.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed under seal as of the date first above written.

SELLER:
COUNTRY SQUIRE REALTY, INC.

BUYER:
CHEBACCO HILL CAPITAL PARTNERS, LLC

Catherine Rich-Duval BY:
Catherine Rich-Duval, President

Larry Smith
Lawrence Smith, Manager

Bryan T. Rich
Bryan T. Rich, Treasurer

LANDVEST, as Escrow Agent

BY: _____