



**JOHN M. CORCORAN
AND COMPANY**

Creating Communities Since 1951



October 23, 2013

David Ragucci
Town Administrator
Town of Stoneham
35 Central Street
Stoneham, MA 02180

RE: The Commons at Weiss Farm

Dear Mr. Ragucci:

As requested, enclosed is a non-redacted copy of our Purchase and Sale Agreement along with the assignment of the same and two amendments.

In addition, we would like to take this opportunity to formally agree to extend the date by which the Board of Selectmen must respond to MassHousing regarding our Project Eligibility Letter Application to December 10, 2013.

Please do not hesitate to contact me with any questions.

Sincerely,

Richard J. High
For: Weiss Farm Apartments LLC

RJH:vao

Cc via email: Gregory Watson, MassHousing

PURCHASE AND SALE AGREEMENT

1. Definitions

Date: April 10, 2013, being the date upon which a fully executed original counterpart of this Purchase and Sale Agreement (this "Agreement") has been delivered to both Seller and Buyer.

Seller: Weiss Farm, Inc., a Massachusetts corporation
170 Franklin Street
Stoneham, Massachusetts 02180
Phone No. 781-438-0689
Fax No. 781-438-2622

Buyer: John M. Corcoran & Co. LLC
c/o John M. Corcoran & Co.
100 Grandview Road, Suite 203
Braintree, Massachusetts 02184
Attention: Peter Mahoney
Phone No. 781-849-7111
Fax No. 781-849-7112

Escrow Agent: Chicago Title Insurance Company
265 Franklin Street, 8th Floor
Boston, Massachusetts
Attention: Leslie J. Cook
Phone No. 617-790-2126
Fax No. 617-556-9920

Purchase Price: Seven Million Two Hundred Thousand and No/100 Dollars (\$7,200,000.00); provided, however, that the Purchase Price shall be adjusted as follows:

(a) If the Approvals (as defined in Section 3(d)(i), below) which are obtained pursuant to Section 3(d) permit the construction of less than 230 Units (as defined in Section 3(d)(i), below), then the Purchase Price shall be (i) Six Million Nine Hundred Thousand and No/100 Dollars (\$6,900,000.00) ~~less~~ (ii) Thirteen Thousand Three Hundred and No/100 Dollars (\$13,300.00) for each Unit less than 230 Units which are permitted to be constructed pursuant to the Approvals which have been obtained; provided, however, that in no event shall the Purchase Price be less than Six Million Five Hundred Thousand and No/100 Dollars (\$6,500,000.00) (the "Minimum Purchase Price"); and

(b) If the Approvals which are obtained pursuant to Section 3(d) permit the construction of more than 250 Units, then the Purchase Price shall be (i) Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) plus (ii) Thirteen Thousand Three Hundred and No/100 Dollars (\$13,300.00) for each Unit in excess of 250 Units which are permitted to be constructed pursuant to the Approvals which have been obtained.

- First Deposit: One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "First Deposit") to be paid by Buyer to Escrow Agent by Federal wire transfer upon Buyer's receipt of a fully executed counterpart of this Agreement and held and disbursed by Escrow Agent in accordance with the terms of this Agreement.
- Second Deposit: One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "Second Deposit") to be paid by Buyer to Escrow Agent by Federal wire transfer on or before the next business day following the termination of the Due Diligence Period and held and disbursed by Escrow Agent in accordance with the terms of this Agreement.
- Deposit: The First Deposit and the Second Deposit.
- Time of Closing: 10:00 a.m. on that date which is the sixtieth (60th) day following expiration of the Approval Period as the same may be extended in the event of an Appeal (as defined in Section 3(d)(iv), below) pursuant to the provisions of this Agreement (or, if the foregoing date is a day upon which the Middlesex South Registry of Deeds (the "Registry") is not open for business, the first day thereafter upon which the Registry is open for business). Buyer has certain rights to extend and accelerate the Time of Closing as more particularly set forth in Section 6, below.
- Premises: The parcel or parcels of land located off Franklin Street, Stoneham, Middlesex County, Massachusetts, commonly known as Weiss Farm and containing approximately 25.6 acres of land (the "Land"), together with (i) all rights, easements, and privileges appurtenant to the Land, (ii) all buildings and all other structures, facilities and improvements on the Land, (iii) all licenses, permits, approvals, warranties and guaranties which have been issued with respect to the Land, and (iv) all plans, drawings and specifications relating to the Land. There shall be excluded from the Land and the Premises the land, buildings and improvements (the "Excluded Parcel") located within the "Approximate Subdivision Line" as approximately located as shown on the sketch plan attached hereto as EXHIBIT A and made a part hereof. The exact boundary lines and area of the Excluded Parcel and the Premises shall be determined by Seller and Buyer during the Due Diligence Period

and shown on a plan to be prepared during the Due Diligence Period, at Buyer's expense, by Buyer's surveyor (the "Boundary Line Plan"). Upon preparation of the Boundary Line Plan and approval of the same by Buyer and Seller during the Due Diligence Period, the Boundary Line Plan shall be deemed to be substituted for EXHIBIT A to this Agreement for the purpose of showing the Premises and the Excluded Parcel. There shall also be excluded from the Premises all farm equipment and machinery owned by Seller and all loam piled on the Premises (provided, however, that no topsoil will be removed from the Premises prior to the Closing (as defined in Section 6, below)), composting material to be sold from the Premises and Christmas trees and other horticultural and/or agricultural crops to be harvested and sold as a part of the ongoing operation of the Premises, all of which shall be sold or otherwise removed from the Premises by Seller prior to the Closing (unless otherwise agreed to by Buyer); provided, however, that Seller shall have no obligation to cut down any remaining live Christmas trees being grown on the Premises which are not sold prior to the Closing nor to remove from the ground the root systems of any Christmas trees cut down prior to the Closing. The foregoing provision shall not obligate Seller to remove from the Premises prior to the Closing any buildings, fences or other structures.

For Seller's title to the Premises see deed dated October 13, 1950 from Samuel Weiss and Philip Weiss to Seller and recorded in the Registry in Book 7706, Page 469, as affected by confirmatory deed dated May 18, 1955 from Samuel Weiss and Philip Weiss to Seller and recorded in the Registry in Book 8474, Page 460.

**Due Diligence
Period:**

That period commencing on the date which is the later to occur of (the "Commencement Date"): (a) the Date of this Agreement, and (b) the date Buyer receives the Reports, and ending at 5:00 PM on that date which is ninety (90) days after the Commencement Date (the "Due Diligence Expiration Date") provided this Agreement is not terminated on or before the Due Diligence Expiration Date. Buyer and Seller agree, upon request by either of them, to identify in writing the precise dates for performance or deadlines under this Agreement.

Approval Period:

That period commencing on the Date of this Agreement and ending at 5:00 PM on that date which is the last day of the twenty-fourth (24th) month after the Due Diligence Expiration Date. Buyer and Seller agree, upon request by either of them, to identify in writing the precise dates for performance or deadlines under this Agreement.

Reports: The reports to be provided by Seller to Buyer as set forth on EXHIBIT B attached hereto.

2. Agreement to Buy and to Sell

Seller agrees to sell and Buyer agrees to buy the Premises on the terms and conditions set forth in this Agreement.

3. Buyer's Contingencies

Buyer's obligations are contingent upon the following conditions having been satisfied or waived by Buyer on or before the date specified:

(a) Inspection of the Premises and General Due Diligence

Buyer, as Buyer deems necessary and in its sole discretion, and at Buyer's sole cost and expense, may conduct or cause to be conducted surveys, tests, inspections, studies and investigations of the Premises, including, without limitation, test borings, tests and inspections of structures, utility systems (including, without limitation, the adequacy of water, sewer, electricity, gas, telephone, and other utility services on the Premises or utility lines and/or pipes on or adjacent to the Land which are available to service the Project (as defined in Section 3(d)(i), below)), sanitary systems, wells, drainage, and storm water detention and retention facilities and access to public streets and ways, may review documentation and records pertaining to the Premises, including, without limitation, all licenses, permits, authorizations, and approvals, if any, which have been issued with respect to the Premises or the Project, may consult with any governmental agency or official with respect to the Premises or the Project, may perform feasibility studies and market analyses with respect to the Premises or the Project, may solicit investors and/or lenders for the Premises or the Project, and may perform such other due diligence with respect to the Premises, and Buyer's proposed use and development thereof, as Buyer may elect to perform in Buyer's sole discretion (all of the aforementioned activities being referred to herein as "Buyer's Due Diligence").

Seller acknowledges and agrees that Buyer requires the ability to disclose the proposed Project to public officials, including without limitation officials, agencies and boards of the Town of Stoneham (collectively, "Town Officials"), during the Due Diligence Period, and to control such communications during the Due Diligence Period and the Approval Period. Buyer acknowledges and agrees that Seller shall have the right to participate in the initial disclosure of the Project on the terms set forth in this paragraph, that Buyer's initial disclosure of the Project to Town Officials shall be conducted in accordance with the terms of this paragraph, and that Buyer shall not disclose the Project to any public officials or to the press prior to the completion of initial disclosure of the Project to Town Officials in accordance with this paragraph. In connection with the foregoing, (i) Seller shall prepare an initial statement regarding Seller's reasons for electing to

sell the Premises, which statement ("Seller's Statement") shall be provided to Buyer for Buyer's review and approval (such approval not to be unreasonably withheld) within ten (10) days after the Date of this Agreement, (ii) Seller's Statement shall be provided by Buyer to Town Officials at the time of the initial meeting or meetings by Buyer with such Town Officials, (iii) Seller shall be given the opportunity, but shall have no obligation, to attend such initial meeting or meetings with Town Officials, and (iv) after such initial meeting or meetings with Town Officials, Seller's Statement may be further distributed for the purpose of publicizing the Project on terms mutually agreed upon by Buyer and Seller. From and after the initial meeting or meetings with Town Officials as described above and the issuance and distribution of Seller's Statement, communications with public officials, including without limitation Town Officials, and other public communications shall be governed by the provisions of Section 16(l), below.

Buyer's Due Diligence shall in all events be conducted in compliance with the provisions of Section 8(h), below. No invasive testing shall be performed at the Premises until Seller or its designee has been apprised of the nature of such testing and before Seller or its designated agent has approved in writing of the same, which approval will not be unreasonably withheld or delayed; provided, however, that Seller's approval shall not be required for the invasive testing described in EXHIBIT C attached hereto.

If Buyer is not satisfied, in Buyer's sole and absolute discretion, with the results of Buyer's Due Diligence, Buyer, for any reason or for no stated reason, may terminate this Agreement by sending notice to Seller and Escrow Agent at any time on or before the expiration of the Due Diligence Period. In such event, the Deposit, with all interest accrued thereon, shall immediately be refunded to Buyer and this Agreement shall be void without recourse to the parties hereto. If Seller and Escrow Agent are not so notified, Buyer shall be deemed to have waived its rights to terminate this Agreement pursuant to this subparagraph (a).

(b) Title Insurance

Buyer shall use reasonable efforts to obtain, at its sole expense, during the Due Diligence Period (i) a commitment for owner's and, if applicable, lender's policies of title insurance issued by an American Land Title Association ("ALTA") title insurance company doing business in Massachusetts, at normal premium rates, in the ALTA form currently in use, having an effective date after the Date of this Agreement (the "Title Commitment"), and (ii) an ALTA survey of the Premises prepared by a surveyor selected by Buyer (the "Survey").

If Buyer is unable to obtain the Title Commitment and the Survey, both in form and content satisfactory to Buyer in Buyer's sole judgment, or if Buyer, in Buyer's sole judgment, is not satisfied with, or objects to, any matters appearing on the Title Commitment or Survey, Buyer may terminate this Agreement by sending notice to Seller and Escrow Agent on or before the expiration of the Due Diligence Period. In such event, the Deposit, with all interest accrued thereon,

shall immediately be refunded to Buyer and this Agreement shall be void without recourse to the parties hereto. If Seller and Escrow Agent are not notified of Buyer's election to terminate in accordance with this paragraph, Buyer shall be deemed to have waived its rights to terminate this Agreement pursuant to this subparagraph (b).

Notwithstanding the foregoing, in the event that Buyer does not elect to terminate this Agreement pursuant to this subparagraph (b) as aforesaid, Buyer shall have the right to give written notice (a "Title Defect Notice") to Seller and Escrow Agent on or before the expiration of the Due Diligence Period if the Title Commitment or the Survey discloses any title matter or encroachment or other matter to which Buyer has an objection (collectively, "Title Defects"). Any matter of record title appearing on the Title Commitment or matter appearing on the Survey, or matter of record title in existence as of the Date of this Agreement (other than any mortgage or other monetary lien(s) or UCC financing statements, or other liens voluntarily created or caused to be created by Seller including, without limitation, liens resulting from Seller's failure to pay real estate taxes, water and sewer charges or other municipal charges when due (collectively, "Voluntary Liens") appearing in the Title Commitment, which shall be discharged and terminated, respectively, by Seller at the Time of Closing without the necessity of a Title Defect Notice (provided Buyer gives Seller written notice of the existence of the same no later than the Due Diligence Expiration Date)), which is not included within a Title Defect Notice shall be conclusively deemed waived by Buyer and shall constitute a "Permitted Exception". Seller shall use reasonable efforts to cure any Title Defect which is the subject of a Title Defect Notice in accordance with the provisions of Section 13, below. In addition, in accordance with the provisions of Section 13, below, Seller shall use reasonable efforts to cure any Title Defect which first arises or encumbers the Premises after the Date of this Agreement. As set forth in Section 13, below, in no event shall Seller be required to expend in excess of \$25,000.00, including attorneys' fees, to cure any Title Defect, except for Voluntary Liens.

(c) Hazardous Materials

Buyer may obtain, at its sole expense, a written report (the "Report") from an environmental engineering firm (the "Engineer") regarding the presence of Hazardous Materials, if any, on the Premises (provided that any invasive testing shall be subject to the provisions of Section 3(a), above). "Hazardous Materials" as used in this Agreement shall mean any asbestos, urea formaldehyde foam insulation, radon, oil, hazardous material, hazardous substance, or hazardous waste as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., and the Massachusetts Oil and Hazardous Material Release, Prevention and Response Act, M.G.L. Chapter 21E, as such acts may be amended, or in regulations adopted under such acts (collectively, "Environmental Laws").

Neither Buyer nor the Engineer shall notify any party except Seller, including any public agency, of the contents of the Report. Seller shall assume all responsibility for such notification. Seller shall give any such notification required by applicable law. Buyer shall request the Engineer not to disclose the contents of the Report to any governmental authority unless the Engineer is required by law or by professional ethical standards to disclose the same. Buyer shall, in any event, provide Seller with a copy of the Report prior to Buyer disclosing the contents of the same to any governmental authority, and, if Seller elects to have its engineer verify such findings, Buyer shall so notify the Engineer whereupon it shall become Seller's responsibility to give any required notice. In the event Seller elects to but fails or neglects to give any required notice and it is subsequently determined that such notice was required to have been given not by Seller, but by Buyer or the Engineer, and Buyer and/or the Engineer are penalized or fined for failing to give such notice, Seller shall indemnify Buyer and/or the Engineer for such fine or penalty.

If Buyer is not satisfied, in Buyer's sole and absolute discretion, with the results of the Report, Buyer, for any reason or for no stated reason, may terminate this Agreement by sending notice to Seller and Escrow Agent at any time on or before the end of the Due Diligence Period. In such event, the Deposit, with all interest accrued thereon, shall immediately be refunded to Buyer and this Agreement shall be void without recourse to the parties hereto. If Seller and Escrow Agent are not so notified, Buyer shall be deemed to have waived its rights to terminate this Agreement pursuant to this subparagraph (c).

(d) Approvals

- (i) Buyer intends to apply for approvals for and to construct on the Premises a multifamily residential complex not exceeding three hundred (300) units (the "Units") (without Seller's written approval) permitted and approved pursuant to M.G.L. c. 40B, together with related parking areas and other facilities, all according to plans and specifications satisfactory to Buyer in Buyer's sole discretion, as the same may be revised from time to time in Buyer's sole discretion (the "Project"). Buyer agrees to pursue all federal, state, regional, county, municipal, and other governmental agreements, regulatory and monitoring agreements, certificates, assurances, licenses, variances, special permits, orders, permits, authorizations and approvals necessary for the construction, operation and use of the Project in conformity with all applicable building, zoning, subdivision, land use, environmental, health, sanitary and other laws, by-laws, ordinances, rules and regulations (collectively, the "Approvals"). While Buyer may, at its election, pursue the same, the issuance of a building permit shall not be included as a condition to or as a part of the Approvals. The Approvals shall be deemed to include, without limitation, agreements with all utility providers in a form acceptable to Buyer for the connection of the Project to all utilities. Buyer's obligations under this Agreement are conditioned

upon Buyer being able to obtain all of the Approvals for the Project, which shall, in all events, comply with the following requirements:

- (A) The Approvals shall have been duly and validly issued in writing by the appropriate governmental authorities in accordance with all procedural requirements relating to the issuance thereof;
 - (B) The Approvals shall be in proper form for recording, if required under applicable law;
 - (C) The Approvals shall remain in effect until the Time of Closing and for any period thereafter as Buyer reasonably deems necessary for the construction, operation, and use of the Project;
 - (D) All appeal periods from the issuance of all Approvals shall have expired without any appeal having been taken (or, if an appeal has been taken, such appeal shall have been finally adjudicated in Buyer's favor or shall have been accepted by Buyer as a part of a settlement or agreed to by Buyer during any such appeal);
 - (E) The Approvals shall have terms and conditions reasonably satisfactory to Buyer in Buyer's sole discretion; provided, however, if Buyer agrees to conditions or modifications during the Approval process, then Buyer shall not later raise such conditions or modifications as a basis for Buyer's determination that the Approvals are not satisfactory to Buyer; and
 - (F) Buyer has neither been denied approval of its application to build housing under M.G.L. c. 40B, §21, if any, nor determined, in Buyer's reasonable judgment, that such an application is likely to be denied because the Town of Stoneham has met its 10% threshold of low and moderate income housing under said M.G.L. c. 40B.
- (ii) If Buyer is unable to obtain all of the Approvals, conforming to all of the above requirements, on or before the end of the Approval Period, Buyer may:
- (A) Close with such Approvals as then exist in accordance with the terms of this Agreement and without reduction of the Purchase Price (except as expressly set forth in this Agreement); or
 - (B) Terminate this Agreement by sending notice to Seller at any time on or before the end of the Approval Period.

In the event that this Agreement is terminated pursuant to subparagraph (B), the Deposit, with all interest accrued thereon, shall immediately be refunded to Buyer and this Agreement shall be void without recourse to

the parties hereto. In the event this Agreement is terminated by Buyer pursuant to subparagraph (B), Buyer also shall provide to Seller, at no cost to Seller, the materials developed and/or obtained by Buyer as part of the process of seeking to obtain the Approvals for the Project, and Buyer shall also cooperate with Seller, at no additional cost to Buyer, to facilitate transition of the permitting process for the Project from Buyer to Seller, if applicable.

- (iii) Seller agrees to reasonably cooperate with Buyer, at Buyer's request, in any proceedings necessary to obtain the Approvals, including, without limitation, by executing such applications and other documents as may be necessary to obtain the Approvals. Seller understands the necessity of Buyer controlling all communications with all third parties, any governmental authorities, and all other public communications with respect to the Project, and in no event shall Seller engage in any such communications without prior disclosure to and approval by Buyer. Seller also agrees that Seller shall not engage in any appeal of any Approval, nor engage in any efforts to litigate or otherwise impede the Approvals, nor join in such efforts commenced by any other party. The terms and provisions of this paragraph shall survive the Closing.
- (iv) Notwithstanding any other provisions of this Agreement to the contrary, in the event that, at end of the Approval Period, as the same may have been extended, one or more Approvals have not been obtained in accordance with the requirements set forth above but remain the subject of an appeal, litigation, or any similar proceeding (whether commenced by Buyer, by a governmental authority, or by any other party) (collectively, an "Appeal") and Buyer is using diligent efforts to contest and prevail in such Appeal, the Approval Period may, at Buyer's option, be extended to that date which is sixty (60) days after the final resolution of such Appeal, provided (a) that Buyer shall use diligent efforts to pursue resolution of such Appeal during such extended Approval Period, and (b) in the event that the Approval Period is extended beyond that date which is the last day of the forty-eighth (48th) month (four (4) years) after the Due Diligence Expiration Date (the "Approval Period Extension Date") then Buyer shall pay to Seller, on the first day of each calendar month after the Approval Period Extension Date, the applicable Approval Period Extension Payment (as defined below) which payments shall continue until the end of the Approval Period or any earlier termination of this Agreement. In the event that Buyer is not satisfied, in Buyer's sole discretion, with the results of the Appeal, Buyer shall have the options set forth in subparagraphs (ii)(A) and (ii)(B), above. In the event that this Agreement is terminated pursuant to subparagraph (ii)(B), the Deposit, with all interest accrued thereon, shall immediately be paid to Buyer and this Agreement shall be void without recourse to the parties hereto, but Seller shall be entitled to retain all Approval Period Extension Payments, if any. As used in this Agreement, the term "Approval Period Extension Payment" shall mean the following:

- (A) For the period commencing on the first day of the forty-ninth (49th) month after the Due Diligence Expiration Date and continuing until the last day of the sixtieth (60th) month after the Due Diligence Expiration Date (that is, during the fifth (5th) year of the Approval Period) the sum of Eight Thousand and No/100 Dollars (\$8,000.00) per month;
 - (B) For the period commencing on the first day of the sixty-first (61st) month after the Due Diligence Expiration Date and continuing until the last day of the seventy-second (72nd) month after the Due Diligence Expiration Date (that is, during the sixth (6th) year of the Approval Period) the sum of Nine Thousand and No/100 Dollars (\$9,000.00) per month;
 - (C) For the period commencing on the first day of the seventy-third (73rd) month after the Due Diligence Expiration Date and continuing until the last day of the eight-fourth (84th) month after the Due Diligence Expiration Date (that is, during the seventh (7th) year of the Approval Period) the sum of Ten Thousand and No/100 Dollars (\$10,000.00) per month;
 - (D) For the period commencing on the first day of the eighty-fifth (85th) month after the Due Diligence Expiration Date and continuing until the last day of the ninety-sixth (96th) month after the Due Diligence Expiration Date (that is, during the eighth (8th) year of the Approval Period) the sum of Eleven Thousand and No/100 Dollars (\$11,000.00) per month;
 - (E) For the period commencing on the first day of the ninety-seventh (97th) month after the Due Diligence Expiration Date and continuing until the last day of the one hundred eighth (108th) month after the Due Diligence Expiration Date (that is, during the ninth (9th) year of the Approval Period) the sum of Twelve Thousand and No/100 Dollars (\$12,000.00) per month; and
 - (F) From and after the first day of the one hundred ninth (109th) month after the Due Diligence Expiration Date (that is, during the tenth (10th) year of the Approval Period and thereafter) the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) per month.
- (v) Notwithstanding the specific time periods set forth above in this Section 3(d) for Buyer to obtain the Approvals, Buyer may terminate this Agreement in accordance with the provisions of this Section 3(d) prior to the expiration of any such time period if Buyer has determined in Buyer's sole judgment, as of such date, that Buyer will be unable to obtain all of the Approvals, conforming to all of the requirements set forth above, prior to the expiration of the then applicable time period for obtaining the

Approvals. In the event that this Agreement is terminated pursuant to this paragraph the Deposit, with all interest accrued thereon, shall immediately be paid to Buyer and this Agreement shall be void without recourse to the parties hereto, but Seller shall be entitled to retain all Approval Period Extension Payments, if any. In the event this Agreement is terminated by Buyer pursuant to this paragraph, Buyer also shall provide to Seller, at no cost to Seller, the materials developed and/or obtained by Buyer as part of the process of seeking to obtain the Approvals for the Project, and Buyer shall also cooperate with Seller, at no additional cost to Buyer, to facilitate transition of the permitting process for the Project from Buyer to Seller, if applicable.

- (vi) Buyer shall not, however, take any actions that would (i) permanently change the condition of the Premises, including, without limitation, its zoning status, that would be binding on the Premises or Seller if Buyer does not conclude the acquisition of the Premises, or (ii) create any liability or obligation for Seller unless, after termination of this Agreement, Seller exercises its rights under the Approvals to develop the Project in which event Seller shall have the liabilities and obligations, if any, set forth in the Approvals.
- (vii) Buyer agrees that the schedule of benchmarks attached as EXHIBIT F is a reasonable estimate of the timeframes within which certain activities will be completed by Buyer as part of the Approvals process. While the benchmarks are not of the essence as to time, they are intended to set out Buyer's best estimate of the scheduling of such events during the Approvals process. Buyer agrees that it will proceed with due diligence and promptness and use efforts consistent with those used on other Chapter 40B projects of the same scope as that contemplated for the Project for which Buyer has received approval, and will pay all application fees and costs in pursuing and as required consistent with seeking and obtaining the Approvals.
- (viii) Unless this Agreement has been terminated by the Due Diligence Expiration Date, Buyer shall, no less often than monthly, commencing on the last day of the first calendar month following the Due Diligence Expiration Date, provide Seller with written reports (which may be sent by electronic mail) on the status of the Approvals. Additionally, Buyer shall, when possible, provide Seller at least two (2) business days in advance of filing the same, copies of all information, applications, submissions and/or any and all materials (collectively, the "Filings") to be furnished to any governmental or quasi-governmental agency, or, in the event such Filings are not available two (2) business days in advance, then they shall be delivered no later than the time when first available but no later than the date of their delivery to such agency, provided that all Filings may be provided by Buyer to Seller by electronic mail and/or on a computer disk in a standard and commonly available application format. Buyer shall also

promptly provide to Seller copies of all surveys, title commitments, engineering studies and/or reports and the like obtained or commissioned by Buyer as a part of Buyer's Due Diligence and during the Approval process, which materials may be provided by Buyer to Seller by electronic mail and/or on a computer disk in a standard and commonly available application format. All such materials shall be provided to Seller without charge; provided, however, Buyer makes no representation to Seller as to their truth, accuracy or completeness and Seller is not authorized to rely on the same, such materials being provided as a courtesy only. Notwithstanding the foregoing, in no event shall the failure of Buyer to provide to Seller any report, Filings or other materials pursuant to this paragraph constitute a default under this Agreement which shall entitle Seller to terminate this Agreement.

- (ix) Notwithstanding any provisions of this Agreement to the contrary, in the event that Approvals are obtained for less than 200 Units, Buyer shall have the right to terminate this Agreement by sending notice to Seller on or before that date which is ten (10) days after the end of the Approval Period as the same may be extended pursuant to the provisions of this Agreement. In the event that this Agreement is terminated pursuant to this paragraph, the Deposit, with all interest accrued thereon, shall immediately be refunded to Buyer and this Agreement shall be void without recourse to the parties hereto, but Seller shall be entitled to retain all Approval Period Extension Payments, if any. In the event that Approvals are obtained for less than 200 Units and this Agreement is not terminated by Buyer pursuant to the provisions of this paragraph, then the Purchase Price shall be the Minimum Purchase Price regardless of the number of Units less than 200 Units for which Approvals are obtained.

4. Title

Seller shall convey good and clear record and marketable title to an indefeasible estate in fee simple in and to the Premises, free from all liens, encumbrances, agreements, easements, restrictions, covenants, reservations, and encroachments from, on or against the Premises, except:

- (a) Any liens for municipal betterments assessed after the Time of Closing;
- (b) Such real estate taxes for the then current fiscal tax year as are not due and payable at the Time of Closing; and
- (c) The Permitted Exceptions (which, in accordance with the provisions of Section 3(b), above, shall include Title Defects (except for Voluntary Liens) in effect as of the Date of this Agreement which are not objected to by Buyer during the Due Diligence Period pursuant to the terms of said Section 3(b)).

It is understood and agreed by the parties that the Premises shall not be in conformity with the title provisions of this Section 4 unless title to the Premises are insurable, for the benefit of Buyer, by a title insurance company, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use, with no exceptions contained within such policy except as set forth above in this Section 4; provided, however, this sentence shall only pertain to Voluntary Liens, Title Defects objected to by Buyer during the Due Diligence Period, and changes in title occurring after the effective date of the Title Commitment, which date shall be no earlier than the Date of this Agreement.

5. Purchase Price

(a) Payment of Purchase Price

The Purchase Price shall be paid as follows:

- (i) The First Deposit, together with a completed I.R.S. Form W-9, shall be delivered to Escrow Agent by Federal wire transfer upon Buyer's receipt of a fully executed counterpart of this Agreement;
- (ii) Unless this Agreement has been previously terminated pursuant to the provisions of Section 3, above, the Second Deposit shall be delivered to Escrow Agent by Federal wire transfer on or before the next business day following the termination of the Due Diligence Period; and
- (iii) The balance of the Purchase Price (less the total of all Applicable Approval Period Extension Payments (as defined in Section 5(c)(i), below) and less the Closing Extension Payment (as defined in Section 6, below), if any such payments are paid prior to the Time of Closing, all of which payments are applicable to the Purchase Price as set forth below in this Section) shall be paid at the Time of Closing by Federal wire transfer to the account designated by Seller.

All Federal wire transfers shall be of immediately available U.S. Funds.

(b) Deposit and Closing Extension Payment

The Deposit and the Closing Extension Payment, if any, shall be paid to Escrow Agent by Buyer and shall be held by Escrow Agent in an interest-earning FDIC-insured account or accounts (subject, however, to the monetary limits of such insurance), subject to the terms of this Agreement, and shall be accounted for at the Time of Closing or the earlier termination of this Agreement, as follows:

- (i) If Buyer performs its obligations under this Agreement and purchases the Premises, the Deposit and the Closing Extension Payment, if any, together with all interest earned thereon, shall be paid to Seller and shall be credited in full to the Purchase Price.

- (ii) If Buyer defaults in the performance of its obligations under this Agreement and this Agreement is terminated as a result of such default in accordance with the provisions of Section 13(c), below, the Deposit and the Closing Extension Payment, if any, together with all interest earned thereon, shall be paid to Seller and the provisions of said Section 13(c) shall govern the termination of this Agreement.
- (iii) If Seller defaults in the performance of its obligations under this Agreement and this Agreement is terminated as a result of such default in accordance with the provisions of Section 13(b), below, the Deposit and the Closing Extension Payment, if any, together with all interest earned thereon, shall be paid to Buyer and the provisions of said Section 13(b) shall govern the termination of this Agreement.
- (iv) If this Agreement is terminated prior to the consummation of the Closing for any reason (other than by reason of a default by Buyer or Seller in the performance of their respective obligations under this Agreement, any such default being addressed by subparagraph (ii) or subparagraph (iii) above, as applicable), the Deposit and the Closing Extension Payment, together with all interest earned thereon, shall be paid to Buyer.

(c) Approval Period Extension Payments

The Approval Period Extension Payments, if any, shall be paid directly to Seller by Buyer, and shall be accounted for at the Time of Closing or the earlier termination of this Agreement, as follows:

- (i) If Buyer performs its obligations under this Agreement and purchases the Premises, the Approval Period Extension Payments, if any, shall be retained by Seller and fifty percent (50%) of any Approval Period Extension Payments paid with respect to the period commencing on the first day of the forty-ninth (49th) month after the Due Diligence Expiration Date and continuing until the last day of the eighty-fourth (84th) month after the Due Diligence Expiration Date (that is, the period comprising the fifth (5th), sixth (6th) and seventh (7th) years of the Approval Period) shall be credited to the Purchase Price (collectively, the "Applicable Approval Period Extension Payments"). In such event, the remaining fifty percent (50%) of any Approval Period Extension Payments paid with respect to the period commencing on the first day of the forty-ninth (49th) month after the Due Diligence Expiration Date and continuing until the last day of the eighty-fourth (84th) month after the Due Diligence Expiration Date (that is, the period comprising the fifth (5th), sixth (6th) and seventh (7th) years of the Approval Period) and one hundred percent (100%) of any Approval Period Extension Payments paid with respect to the period from and after the first day of the eighty-fifth (85th) month after the Due Diligence Expiration Date (that is, during the eighth (8th) year of the Approval Period and thereafter) shall be retained by Seller but shall be in

addition to the Purchase Price and shall not be credited to the Purchase Price.

- (ii) If Buyer defaults in the performance of its obligations under this Agreement and this Agreement is terminated as a result of such default in accordance with the provisions of Section 13(c), below, the Approval Period Extension Payments, if any, shall be retained by Seller and the provisions of said Section 13(c) shall govern the termination of this Agreement.
- (iii) If Seller defaults in the performance of its obligations under this Agreement and this Agreement is terminated as a result of such default in accordance with the provisions of Section 13(b), below, the Approval Period Extension Payments, if any, shall be refunded in full by Seller to Buyer and the provisions of said Section 13(b) shall govern the termination of this Agreement.
- (iv) If this Agreement is terminated prior to the consummation of the Closing for any reason (other than by reason of a default by Buyer or Seller in the performance of their respective obligations under this Agreement, any such default being addressed by subparagraph (ii) or subparagraph (iii) above, as applicable), the Approval Period Extension Payments, if any, shall be retained by Seller.

(d) Escrow Agent

Seller and Buyer agree:

- (i) Escrow Agent shall establish accounts and disburse the Deposit and the Closing Extension Payment paid to Escrow Agent, if any, and interest earned thereon (collectively, the "Escrow Funds") in accordance with this Agreement.
- (ii) Nothing herein contained shall be deemed to impose any duty upon Escrow Agent to exercise discretion. Buyer and Seller intend that Escrow Agent shall not be obligated to act except upon written instructions or directions signed by both Buyer and Seller. Escrow Agent shall be fully protected for any act or failure to act undertaken in good faith and shall suffer no liability for any act or failure to act taken on advice of its counsel. Escrow Agent may act and shall not incur any liability whatsoever for acting upon any notice, direction or other document purporting and believed by Escrow Agent to be genuine and signed and presented by the proper person or persons.
- (iii) Escrow Agent shall be bound only by modifications of this Agreement that are in writing and signed by Escrow Agent. Escrow Agent shall not be bound by any agreement between Buyer and Seller whether it has knowledge of the existence of such agreement or not.

- (iv) In the event of dispute concerning the Escrow Funds, Escrow Agent shall not release the Escrow Funds except by instructions mutually given by both parties in writing or a court order from the Middlesex County Superior Court (the "Court"), and, thereupon, Escrow Agent shall cease to have any obligations with respect to the Escrow Funds.
- (v) Escrow Agent shall not be required to determine the amount or validity of any claim made by Buyer or Seller against the other, Escrow Agent's sole responsibility being to deliver the Escrow Funds to Seller or Buyer or to release the Escrow Funds pursuant to an order from the Court.
- (vi) Buyer and Seller agree to jointly and severally indemnify and hold Escrow Agent harmless from and against all liability, loss, cost, damage or expense, including attorneys' fees and disbursements, in connection with any action, suit or other proceeding involving any claim which in any way relates to or arises out of this Agreement or the services of Escrow Agent hereunder, except such as result from the bad faith, willful default or gross negligence of Escrow Agent.

6. Closing

The Deed (as defined in Section 9, below), and all other instruments, documents and items required under Sections 9 and 10, below, shall be delivered at the Time of Closing at the offices of Escrow Agent. The delivery of the Deed and other documents and payment of the Purchase Price (collectively, the "Closing") shall be conducted pursuant to written customary escrow and recording instructions to be issued jointly by or on behalf of Buyer and Seller to Escrow Agent just prior to the Time of Closing instructing Escrow Agent as to distribution and recording, as applicable, of documents to be delivered to Escrow Agent and the disbursement of funds consisting of the Deposit, the Closing Extension Payment, if applicable, and the balance due at the Time of Closing, all consistent with this Agreement. Time is of the essence of this Agreement.

Buyer shall have one (1) option (the "Extension Option") to extend the Time of Closing for a period of thirty (30) days (the "Extension Period"). If Buyer elects to exercise the Extension Option, it shall do so by giving Seller notice of its intention to do so no later than the commencement date of the Extension Period (the "Notice to Extend") and paying the Closing Extension Payment set forth below. If Buyer gives the Notice to Extend and pays the Closing Extension Payment, the extension of the Time of Closing shall be automatically effected without the execution of additional documents. The Closing Extension Payment shall be paid by Buyer to Escrow Agent by personal check or Federal wire transfer in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) (the "Closing Extension Payment").

Buyer shall have the right to accelerate the Time of Closing by giving sixty (60) days advance written notice to the Seller.

7. Representations and Warranties

(a) Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

- (i) Seller is a corporation, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and Seller has the full right, power and authority to enter into, execute, and deliver this Agreement and to perform all duties and obligations of Seller under this Agreement.
- (ii) Seller has obtained all necessary authorizations required in connection with Seller's execution, delivery and performance of this Agreement by Seller.
- (iii) This Agreement has been duly and validly executed and delivered by Seller and is binding and enforceable against Seller in accordance with its terms, subject to general equitable principles and applicable provisions of law related to bankruptcy, insolvency and creditors' rights generally.
- (iv) Except for this Agreement, Seller has not entered into any written right of first refusal, option to purchase, or other purchase right agreement with respect to the Premises or any portion thereof, nor is Seller aware of any party other than Buyer having a claim to any such rights.
- (v) Seller has not entered into any management, service, maintenance, brokerage or other contracts (oral or written) in effect relating to the Premises which would survive the Closing.
- (vi) Seller has neither entered into any written, nor is Seller aware of, any leases, subleases, tenancies or occupancy agreements in effect relating to the Premises, and, to the best of Seller's knowledge and belief, no person or entity other than Seller has any right to use or occupy any portion of the Premises, nor is any portion thereof so used or occupied.
- (vii) Seller has received no written notice of and has no actual knowledge of any pending condemnation of all or any portion of the Premises, or notice of any other action or proceeding pending or threatened against or relating to a taking or condemnation of the Premises or any portion thereof.
- (viii) Seller has received no written notice of any violation of any federal, state, or local law, ordinance or regulation relating to the Premises and, to the best of Seller's knowledge, the Premises are not in violation of any federal, state, or local law, ordinance or regulation relating to the Premises, except, in each case, as disclosed in EXHIBIT G hereto.
- (ix) All bills and claims for labor performed and materials furnished to or for the benefit of Seller with respect to the Premises will be paid in full or properly bonded by Seller at or before the Time of Closing.

- (x) Seller has never received written notice of any violation of any Environmental Law with respect to the Premises except as disclosed in EXHIBIT G hereto.
- (xi) To the best of Seller's knowledge and belief, except for chemicals, fuel and oil used and/or stored in the operation of a farm and agricultural business at the Premises, Seller has never generated, treated, stored, released, discarded or disposed of Hazardous Materials on the Premises and Seller is not aware of the generation, treatment, storage, release, discarding or disposal of Hazardous Materials on the Premises by anyone else.
- (xii) Seller has not received any written notice of and has no actual knowledge of any threatened or pending special assessment against any part of the Premises, or of any proposed or pending proceeding to alter the zoning classification of any portion of the Premises.
- (xiii) Seller shall, within three (3) business days of receipt of any written notice covered by the foregoing sub-paragraphs (viii), (ix), (xi) and (xiii), or any other written notice from any federal, state, county, or municipal agency, board, or authority regarding the Premises, deliver to Buyer copies of any such notices received by Seller after the Date of this Agreement.
- (xiv) The execution and delivery of this Agreement by Seller and the performance by Seller of its obligations hereunder will not, to the best of Seller's knowledge, conflict with or result in a breach of any of the terms, covenants or provisions of the articles of organization or other organizational documents of Seller, any judgment, writ, injunction, regulation, ruling, directive, order or decree of any court or governmental authority, or any agreement or instrument to which Seller is a party or by which Seller is bound nor will it result in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any of the foregoing.
- (xv) Except as disclosed in EXHIBIT G hereto, to the best of Seller's knowledge and belief, there is no action, suit or other legal proceeding pending against Seller in any court or before any arbitrator or before any governmental body that affects any portion of the Premises that may materially or adversely affect the transactions contemplated by this Agreement, and, to the best of Seller's knowledge and belief, no such action, suit or other legal proceeding is being threatened against Seller.
- (xvi) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986.
- (xvii) Seller has not transferred any development rights with respect to the Premises.

- (xviii) No "related application" as defined in 760 CMR 56.03(7) is pending with respect to the Premises nor has any such "related application" been pending with respect to the Premises during the twelve (12) months prior to the Date of this Agreement, in either case filed by or on behalf of or with the consent of Seller, and Seller covenants and agrees not to file any such application while this Agreement remains in effect (except any such application requested by Buyer to be filed on Buyer's behalf).

It shall be a condition of Buyer's obligation to close under this Agreement that all warranties and representations made by Seller hereunder shall be true (subject to exceptions thereto approved by Buyer in writing, such approval to be in Buyer's sole discretion) as of the Time of Closing, and Seller shall deliver to Buyer at the Time of Closing a certificate to that effect reasonably satisfactory in form and substance to Buyer. In the event any warranty or representation made herein shall not be true in any material adverse respect at the Time of Closing, Seller shall be deemed to be in default of its obligations under this Agreement, and Buyer shall have the rights and remedies set forth in Section 13, below, resulting from such default. The foregoing warranties and representations shall be void and of no force and effect and Seller shall be relieved therefrom unless, on or before that date which is six (6) months after the date of the Closing, Buyer shall have provided Seller with detailed written notice of any material misrepresentation knowingly made by Seller with respect thereto. No claim for a misrepresentation creating damage in an amount less than \$10,000.00 shall be deemed actionable.

- (b) Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:
- (i) Buyer is a limited liability company, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and Buyer has the full right, power and authority to enter into, execute, and deliver this Agreement and to perform all duties and obligations of Buyer under this Agreement.
 - (ii) Buyer has obtained all necessary authorizations required in connection with the execution, delivery and performance of this Agreement by Buyer.
 - (iii) This Agreement has been duly and validly executed and delivered by Buyer, and is binding and enforceable against Buyer in accordance with its terms, subject to general equitable principles and applicable provisions of law related to bankruptcy, insolvency and creditors' rights generally.

It shall be a condition of Seller's obligation to close under this Agreement that all warranties and representations made by Buyer hereunder shall be true (subject to exceptions thereto approved by Seller in writing, such approval to be in Seller's sole discretion) as of the Time of Closing, and Buyer shall deliver to Seller at the Time of Closing a certificate to that effect reasonably satisfactory in form and substance to Seller. In the event any warranty or representation made herein shall

not be true in any material adverse respect at the Time of Closing, Buyer shall be deemed to be in default of its obligations under this Agreement, and Seller shall have the rights and remedies set forth in Section 13, below, resulting from such default. The foregoing warranties and representations shall be void and of no force and effect and Buyer shall be relieved therefrom unless, on or before that date which is six (6) months after the date of the Closing, Seller shall have provided Buyer with detailed written notice of any material misrepresentation knowingly made by Buyer with respect thereto. No claim for a misrepresentation creating damage in an amount less than \$10,000.00 shall be deemed actionable.

(c) Disclaimers and Waivers.

(i) No Reliance. Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller or its agents to Buyer in connection with the transaction contemplated hereby, except as otherwise expressly stated herein. Buyer acknowledges and agrees that all materials, data and information delivered by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer, except as otherwise expressly stated herein. Without limiting the generality of the foregoing provisions, Buyer acknowledges and agrees that (a) Buyer shall be responsible for conducting its own inspections and investigations of the Premises and for obtaining any reports thereon which it deems necessary, (b) any environmental, engineering or other report with respect to the Premises which is delivered by Seller to Buyer shall be for general informational purposes only, (c) Buyer shall not have any right to rely on any such report delivered by Seller to Buyer, but rather will rely on its own inspections and investigations of the Premises and reports commissioned by Buyer with respect thereto, and (d) neither Seller, any affiliate of Seller nor the person or entity which prepared any such report delivered by Seller to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such report, except as a result of Seller's or Seller's affiliates or such other person's or entity's willful or deliberate act or omission. Notwithstanding the foregoing, Buyer may, at its expense, make separate arrangements with the authors or producers of such materials to have such materials updated and for Buyer to have the right to rely thereon, and Seller agrees to authorize such authors and/or producers to make such materials available for such purpose, if so requested.

(ii) Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, INCLUDING, BUT NOT LIMITED TO, ANY

WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PREMISES WITH LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO BUYER, OR ANY OTHER MATTER OR THING REGARDING THE PREMISES. BUYER ACKNOWLEDGES AND AGREES THAT AT THE CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PREMISES "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE TO BUYER FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PREMISES OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PREMISES) MADE OR FURNISHED BY SELLER, THE MANAGER OF THE PREMISES, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO THE DUE DILIGENCE EXPIRATION DATE AND THE CLOSING, SUCH INVESTIGATIONS OF THE PREMISES, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF, AS BUYER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PREMISES AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS SUBSTANCES ON, IN, UNDER OR DISCHARGED FROM THE PREMISES, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. AT THE CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE

WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S CORPORATE OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S CORPORATE OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS BY SELLER REGARDING THE PREMISES, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT. NOTHING IN THIS PARAGRAPH SHALL BE DEEMED TO: (A) RELEASE OR INDEMNIFY SELLER FROM ANY LIABILITY WHICH IT MAY HAVE TO THIRD PARTIES, OR (B) RELEASE ANY PARTY OTHER THAN SELLER AND SELLER'S CORPORATE OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES.

8. Seller's Obligations Prior to Closing

Seller agrees that, until the Time of Closing, Seller shall:

- (a) Within 5 days of the Date of this Agreement, deliver to Buyer true and complete copies of the Reports;
- (b) Maintain in full force and effect the insurance policies relating to the Premises in effect on the Date of this Agreement, copies or certificates of which will be delivered to Buyer upon the Date of this Agreement;
- (c) Not grant or permit the creation of any encumbrance, easement, restriction or license on the Premises or enter into any management, service, maintenance, brokerage, or other contract which might become the obligation of Buyer after the Closing, without the prior written consent of Buyer which consent may be granted or withheld by Buyer in its sole discretion;
- (d) Not enter into any lease, sublease, tenancy or other occupancy agreement of any kind pertaining to the Premises or any portion thereof, without the prior written consent of Buyer, which may be granted or withheld by Buyer in its sole discretion;

- (e) Make available to Buyer, its agents and consultants, all permits, approvals, title insurance policies, title materials, surveys, studies, reports, plans, specifications and drawings of the Land, appraisals, books and records, and other materials in Seller's possession pertaining to the Premises or the condition thereof;
- (f) Not change the physical characteristics of the Premises other than in the ordinary operation of a horticultural, agricultural, composting or farm business without the prior written consent of Buyer, which consent may be granted or withheld in Buyer's sole discretion;
- (g) Not change the status of the Premises under any laws or regulations of any governmental authority without the prior written consent of Buyer, which consent may be granted or withheld in Buyer's sole discretion; provided, however, Seller may deal with and seek licenses and approvals as may be necessary to enable Seller to continue its horticultural, farming and agricultural operation at the Premises, provided they will not survive the Closing; and
- (h) Allow Buyer, its agents, employees, contractors, consultants and other representatives (collectively, the "Permitted Parties"), access to the Premises upon at least twenty-four (24) hours prior oral notice for each occasion, although one notice may cover a series of specific entry dates, for the purpose of conducting Buyer's Due Diligence. Buyer and the other Permitted Parties shall use reasonable efforts not to disrupt or interfere with Seller's ongoing business operations at the Premises in the performance of Buyer's Due Diligence. After performing Buyer's Due Diligence and in the event Buyer elects to terminate this Agreement pursuant to the provisions hereof, Buyer shall promptly restore the Premises to their prior condition to the extent practicable. Buyer agrees to exonerate, defend, indemnify and hold Seller harmless from all liability, loss, cost, damage or expense relating to Buyer's Due Diligence; provided, however, that this indemnity shall not apply to any liability, loss, cost, damage or expense arising solely from the discovery of existing conditions on the Premises, including, without limitation, from the discovery of Hazardous Materials on the Premises, nor to the extent any liability, loss, cost, damage or expense is caused by any act or omission of Seller or Seller's agents, employees, servants, tenants and/or independent contractors. Buyer shall maintain insurance in commercially reasonable forms and amounts covering Buyer, and naming Seller as an additional insured, against any and all claims, including, without limitation, liability for injury or death and property damage, resulting from access by Buyer and/or the Permitted Parties to the Premises. Buyer shall deliver to Seller a certificate evidencing such insurance prior to any access to the Premises by Buyer and/or the Permitted Parties. Buyer, its agents and consultants, shall have the right to inquire at any and all governmental departments, agencies, boards and authorities which may have jurisdiction over the Premises with respect to the Premises and to communicate with any of Seller's consultants with respect to the Premises; provided, however, that any communications with respect to the Project shall be subject to the prior issuance of Seller's Statement and to the related provisions of Section 3(a). The restoration and indemnification obligations of Buyer set forth

in this paragraph shall survive the Closing or any earlier termination of this Agreement.

Buyer acknowledges and agrees that Seller may, between the Date of this Agreement and the date of the Closing, continue to operate its agricultural, horticultural and farming business at the Premises, subject to the provisions of this Section 8.

9. Seller's Closing Obligations

At the Closing, Seller shall execute, as applicable, and deliver to Buyer:

- (a) A quitclaim deed of the Premises to Buyer, or to such other nominee or assignee as may be designated by Buyer, conveying title to the Premises in accordance with the terms hereof (the "Deed"), which shall include a representation to Buyer that the sale of the Premises does not constitute a sale of all or substantially all of the assets of Seller in the Commonwealth of Massachusetts and such other representations as required by Buyer's title insurance company and/or Buyer's attorney so as to allow Buyer's title insurance company to issue owners and lenders policies of title insurance without exception for any corporate excise tax lien arising from the sale, or, in the alternative, Seller shall provide Buyer with a corporate excise tax lien waiver in recordable form pursuant to M.G.L. c. 62C, § 51 for Seller and evidence acceptable to Buyer of approval from all of the shareholders of Seller of the sale of the Premises to Buyer;
- (b) An Assignment and Assumption of Licenses, Permits, Approvals, Warranties, Guaranties, and Plans and Specifications in the form of EXHIBIT D (the "General Assignment"), which shall include, without limitation, an assignment of all of Seller's interest in any Approvals which may have been issued in the name of Seller;
- (c) Such customary affidavits and indemnities as Buyer's title insurance company may reasonably require in order to issue so-called lender's and owner's title insurance policies insuring Buyer's title to the Premises without any exception for mechanics' or materialmen's liens and for parties in possession;
- (d) An affidavit of non-foreign status in the form of EXHIBIT E, and such other certifications as may be reasonably necessary for compliance with Internal Revenue Service rules and regulations;
- (e) Copies of all studies, plans, specifications, and surveys relating to the Premises in Seller's possession or control and not previously provided to Buyer;
- (f) Discharges of Voluntary Liens and other title clearing documentation required to convey title in accordance with Section 4, above;
- (g) A settlement statement, which shall include the apportionments set forth in Section 12, below (the "Settlement Statement");

- (h) A certificate to the effect that all representations and warranties made hereunder by Seller are true and correct as of the Time of Closing, as limited by the terms of this Agreement;
- (i) Such evidence of legal existence and good standing of Seller, and authority of Seller to enter into this transaction and authority and incumbency of those persons executing on behalf of Seller all documentation in connection with this transaction as may be customarily required by Buyer's title insurance company or Buyer's lender, provided the same does not impose or result in any liability to Seller (except resulting from any knowing and willful misrepresentation by Seller);
- (j) An escrow closing letter to Escrow Agent from Seller and Buyer (the "Escrow Letter") as executed by Seller or Seller's counsel; and
- (k) Such other affidavits, documents and certificates as may be reasonably and customarily required by Buyer, Buyer's attorney, Buyer's title insurance company or any mortgage lender providing financing to Buyer in connection with this transaction, provided the same does not impose or result in any liability to Seller (except resulting from any knowing and willful misrepresentation by Seller).

10. Buyer's Closing Obligations

At the Closing, Buyer shall deliver to Seller:

- (a) The balance of the Purchase Price in accordance with Section 5(a), above;
- (b) The ANR Plan (as defined in Section 15, below), as endorsed by or on behalf of the Town of Stoneham Planning Board;
- (c) The General Assignment executed by Buyer;
- (d) The Settlement Statement executed by Buyer;
- (e) A certificate to the effect that all representations and warranties made hereunder by Buyer are true and correct as of the Time of Closing, as limited by the terms of this Agreement;
- (f) Such evidence of legal existence and good standing of Buyer, and authority of Buyer to enter into this transaction and authority and incumbency of those persons executing on behalf of Buyer all documentation in connection with this transaction as may be customarily required by Seller or Seller's attorney, provided the same does not impose or result in any liability to Buyer (except resulting from any knowing and willful misrepresentation by Buyer);
- (g) The Escrow Letter as executed by Buyer or Buyer's counsel; and

- (h) Such other affidavits, documents and certificates as may be reasonably and customarily required by Seller or Seller's attorney in connection with this transaction, provided the same does not impose or result in any liability to Buyer (except resulting from any knowing and willful misrepresentation by Buyer).

11. Possession

At the Time of Closing, Seller shall deliver full possession of the Premises, free of all tenants and occupants, and in the same condition as on the Date of this Agreement, subject to the exclusion of certain property from the sale in accordance with the definition of "Premises" in Section 1 of this Agreement, and subject to the right of Seller to continue to operate its agricultural, horticultural and farming business on the Premises in accordance with Section 8 of this Agreement. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Seller shall remove from the Premises, at Seller's sole cost and expense, prior to the Time of Closing, any and all (i) fixtures, furniture, furnishings or personal property of Seller, and (ii) trash, garbage or other debris located on the Land, all of which shall be legally disposed of off-site. The foregoing provision shall not obligate Seller to remove from the Premises prior to the Closing any buildings, fences or other structures.

12. Apportionments

(a) Items Apportioned

The following apportionments shall be made between the parties at the Closing as of the close of business on the date immediately preceding the Time of Closing:

- (i) Real estate taxes, on the basis of the last fiscal year for which the same were assessed.
- (ii) All other expenses relating to the Premises, provided, however, that all expenses relating to the operation of the farm on the Premises or the Excluded Parcel shall remain with Seller.

(b) Estimated Apportionments

If any item described in subparagraph (a), above, has not been fully ascertained at the Time of Closing, then such item shall be estimated and adjusted at the Closing on the basis of the most recent utility bill, tax rate, assessment or other reasonable method available, and then adjusted retroactively as and when the same is ascertained. Any discrepancy resulting from such re-computation and any errors or omissions in computing apportionments at the Time of Closing shall be promptly corrected and paid.

(c) Use of Proceeds to Clear Title

Any unpaid taxes, assessments, water charges, and sewer charges, together with the interest and penalties thereon to the Time of Closing, and any other liens and

encumbrances which Seller is obligated to pay and discharge under the terms of this Agreement as Voluntary Liens, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at the Closing, provided that such instruments necessary to discharge such liens or encumbrances are recorded simultaneously with the Deed (or, in the case of mortgages held by institutional lenders, provided that arrangements reasonably satisfactory to Buyer's title insurer have been made for the recording of the discharge within a reasonable time after Closing in accordance with customary Massachusetts conveyancing practice).

(d) Expenses of Sale

Buyer and Seller shall each pay the fees of its counsel and other consultants retained in connection with the purchase and sale of the Premises. Seller shall pay all transfer taxes or deed stamps and such other closing costs as are customarily paid by a seller in Massachusetts. Buyer shall pay all title insurance premiums and such other closing costs as are customarily paid by a buyer in Massachusetts. Buyer shall pay all costs of Buyer's Due Diligence and all costs in connection with seeking and obtaining the Approvals and in connection with any Appeals thereof.

(e) Separate Tax Parcel

If the Premises are not a separately assessed parcel for real estate tax purposes, then the parties agree that the real estate taxes assessed on the larger tax parcel of which the Premises form a part shall be allocated to the Premises and the remainder of the tax parcel on an equitable basis taking into account the relative size of the Premises and the remainder of the tax parcel and the improvements located thereon.

(f) Survival

The provisions of Sections 12(b) and (e) shall survive the Closing for a period of one (1) year.

13. Default

(a) Defective Title or Condition of Premises

If Seller shall be unable to convey title or to deliver possession of the Premises as herein stipulated, or if at the Time of Closing the Premises do not conform with the provisions hereof, then, at Buyer's election, Buyer may by written notice given to Seller at or before the Closing:

- (i) Accept such title as Seller can deliver to the Premises in their then condition and to pay therefor the Purchase Price without deduction, except that:

- (A) The Purchase Price shall be reduced by an amount equal to the sum required to remove all mortgages, liens or encumbrances which secure the payment of money and are required to be removed under this Agreement; and
 - (B) If all or any portion of the Premises shall have been taken by exercise of the power of eminent domain, the following shall control: (a) if the proceeds are equal to or less than the Purchase Price, Buyer may elect to take such title as Seller can convey and Seller shall pay over and assign the proceeds to Buyer; (b) if the proceeds exceed the Purchase Price then all taking proceeds, up to the amount of the Purchase Price, shall be paid to the party who shall receive or retain title to the Premises, documented out-of-pocket costs incurred by Buyer in pursuing the purchase of the Premises, including, without limitation, the Approvals and any Appeals thereof, shall be paid to Buyer, and the excess shall be split equally between Buyer and Seller; or
- (ii) Extend the Time of Closing to a date to be determined by Buyer which is not later than sixty (60) days from the Time of Closing, during which time Seller shall use reasonable efforts to remove any defects in title (but Seller shall have no obligation to use reasonable efforts to remove any Permitted Exceptions), or to deliver possession as herein provided, or to make the Premises conform to the provisions hereof, at Seller's sole cost and expense, provided, however, that Seller shall not, in using such reasonable efforts, be required to expend more than \$25,000.00, including attorneys' fees, to cure any Title Defect, except for Voluntary Liens; or
 - (iii) Terminate this Agreement in accordance with the following subparagraph 13(b).

In the event Buyer elects to terminate this Agreement pursuant to Section 13(a)(iii), above, then Seller may extend the Time of Closing to a date to be determined by Seller which is not later than sixty (60) days from the Time of Closing, during which time Seller shall use reasonable efforts to remove any defects in title (but Seller shall have no obligation to use reasonable efforts to remove any Permitted Exceptions), or to deliver possession as herein provided, or to make the Premises conform to the provisions hereof, at Seller's sole cost and expense, provided, however, that Seller shall not, in using such reasonable efforts, be required to expend more than \$25,000.00, including attorneys' fees, to cure any Title Defect, except for Voluntary Liens.

(b) Seller's Default

If at either the original or the extended Time of Closing Seller is unable to remove all defects in title (but Seller shall have no obligation to remove any Permitted Exceptions), or to deliver possession of the Premises, or to satisfy all of the terms

and conditions precedent to Closing, or to fulfill all of Seller's obligations at or prior to the Closing, in each case, as required under this Agreement, or if on such date the Premises do not conform to the provisions of this Agreement as required at the time of delivery of the Deed by Seller, and Buyer does not elect to accept such title as herein before provided or to further extend the Time of Closing, then, at or before the Time of Closing, Buyer may notify Seller of its election to terminate this Agreement and thereupon the Deposit and the Closing Extension Payment, if any, together with all interest accrued thereon, shall be immediately returned to Buyer, and the Approval Period Extension Payments, if any, shall immediately be refunded by Seller to Buyer, and this Agreement shall be void and without further recourse to the parties hereto except as otherwise set forth in this paragraph and except for those matters which by their terms expressly survive termination of this Agreement. Return of the Deposit and the Closing Extension Payment, if any, together with all interest accrued thereon, and refund of the Approval Period Extension Payments, if any, shall be Buyer's exclusive remedy at law and in equity for any breach by Seller of any of its obligations under this Agreement, except that (A) in the event of Seller's willful breach of this Agreement, Buyer may avail itself of the remedy of specific performance, which must be exercised by filing an action for specific performance in the Middlesex Superior Court within forty-five (45) days of the original, or extended, date of the Closing or such right to seek specific performance shall be null and void and Seller shall have no further liability under this Agreement except as set forth in the following clause (B), if applicable, and except for the those matters which by their express terms survive termination of this Agreement, and (B) in the event that Seller has previously voluntarily conveyed the Premises to a third party or otherwise encumbered the Premises in a manner which prevents Buyer from being able to avail itself of the remedy of specific performance, in addition to the return of the Deposit and the Closing Extension Payment, if any, and refund of the Approval Period Extension Payments, if any, Buyer may also recover from Seller Buyer's actual damages resulting from Seller's breach of its obligations under this Agreement.

(c) Buyer's Default

The parties acknowledge that if Buyer fails to fulfill its obligations hereunder it would be impossible to compute exactly Seller's damages. Buyer and Seller have taken these facts into account in setting the amount of the Deposit, the Closing Extension Payment, and the Approval Period Extension Payments, and agree that the Deposit, the Closing Extension Payment, if any, and the Approval Period Extension Payments, if any, are the best estimate of such damages and such sums represent damages and not any penalty against Buyer. If Buyer fails to fulfill its obligations under this Agreement, this Agreement shall terminate and this Agreement shall be void and without further recourse to the parties hereto except as otherwise set forth in this paragraph and except for those matters which by their terms expressly survive termination of this Agreement, and thereupon the Deposit and the Closing Extension Payment, if any, with all interest accrued thereon, shall immediately be paid to Seller, and the Approval Period Extension

Payments, if any, shall be retained by Seller, all as liquidated damages, which shall be Seller's exclusive remedy at law and in equity for any breach by Buyer of any of its obligations under this Agreement. This provision shall not relieve Buyer from its liability under Section 8(h) of this Agreement.

14. Brokerage Fees

Seller and Buyer mutually represent and warrant that there is no broker with whom they have dealt in connection with this purchase and sale and that neither Seller nor Buyer is aware of any broker or person who has claimed or may have the right to claim a commission in connection with this purchase and sale. Seller and Buyer shall indemnify and defend each other against liability, loss, cost, damage and expense, including attorneys' fees, arising out of the breach of any representations or warranties in this Section. This Section 14 shall survive the Closing or, if the Closing does not occur, the termination of this Agreement.

15. ANR Plan; Easements.

Buyer shall also be responsible, at Buyer's expense, for producing a so-called Approval Not Required Plan (the "ANR Plan") dividing the Excluded Parcel from the Premises pursuant to the provisions of M.G.L. c. 41 §81P and the By-Laws and Regulations of the Town of Stoneham (the "ANR Process"). The ANR Plan shall be prepared in accordance with the Boundary Line Plan. The ANR Plan shall be prepared, and the ANR Process shall be commenced by Buyer, either during the Due Diligence Period or the Approval Period as may be elected by Buyer in Buyer's sole discretion. Seller and Buyer agree to cooperate with each other in connection with the ANR Process, including, in the case of Seller, by executing such applications and other documents, if any, as may be required to be executed by the owner of the Premises and the Excluded Parcel. The Closing shall in all events be conditioned upon the endorsement by or on behalf of the Town of Stoneham Planning Board of the ANR Plan and the availability of such plan for recording with the Deed.

Seller and Buyer acknowledge and agree that, in connection with the preparation of the Boundary Line Plan and the preparation and endorsement of the ANR Plan through the ANR Process, it may become apparent that easements will need to be created for access, utility or drainage purposes burdening the Excluded Parcel for the benefit of the Premises and/or burdening the Premises for the benefit of the Excluded Parcel. Seller and Buyer shall cooperate with each other in good faith in identifying and documenting such easements during the Due Diligence Period and, as applicable, during the ANR Process. All documentation required to establish such easements shall be executed and delivered at the Time of Closing as if specifically identified in Section 9 and/or Section 10, hereof, as applicable.

16. General

(a) Joint and Several Liability

If more than one party executes this Agreement, the terms Buyer and Seller shall mean all of them, and each of them shall be jointly and severally liable hereunder.

(b) Captions and Footnotes

Captions and footnotes are used for convenience of reference only and are not to be construed as part of the terms of this Agreement.

(c) Severability

The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

(d) Successors and Assigns

This Agreement is binding upon and shall inure to the benefit of the parties hereto and their heirs, successors, personal representatives, and assigns.

Notwithstanding the foregoing, Buyer shall have no right to assign Buyer's rights and obligations under this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed; provided, however, that Buyer shall have the right, without the consent of Seller, to assign at any time all of Buyer's rights and obligations under this Agreement to a related party in which Buyer or one or more principals of Buyer shall continue to hold an interest. In any and all events, John M. Corcoran & Co. LLC shall control the process of obtaining the Approvals and any Appeals thereof. In the event of any assignment by Buyer of its rights and obligations under this Agreement, any obligations of Buyer under this Agreement shall be the obligations of such assignee, and John M. Corcoran & Co. LLC will have no continuing obligations hereunder.

(e) Notices

All notices given hereunder shall be in writing, and shall be deemed received at the earlier of (i) when delivered in hand, or (ii) seventy two (72) hours after the same have been deposited in the United States mails, postage prepaid, certified or registered mail, return receipt requested, or (iii) twenty four (24) hours after being sent by a nationally recognized overnight delivery service which provides written receipt of delivery, or (iv) when sent by facsimile transmission provided that a copy thereof is simultaneously sent by one of the methods specified in clauses (i), (ii) or (iii), above, addressed in each case to Buyer, Seller, and Escrow Agent at their addresses appearing on the first page hereof, or to such other address or addresses as the parties may from time to time specify by notice so given, with copies sent in a similar fashion as follows:

In the event of a notice to Seller, a copy to:

Gary P. Lilienthal, Esq.
Bernkopf Goodman LLP
Two Seaport Lane
Boston, Massachusetts 02210
Phone No. (617) 790-3360
Fax No. (617) 790-3300

In the event of a notice to Buyer, a copy to:

Daniel J. Ossoff, Esq.
Rackemann, Sawyer & Brewster, P.C.
160 Federal Street
Boston, Massachusetts 02110
Phone No. (617) 951-1121
Fax No. (617) 542-7437

(f) Governing Law

This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts.

(g) Changes in Writing

This Agreement may not be changed, waived, or terminated except in a writing signed by the party against whom enforcement of the change, waiver, or termination is sought. Notwithstanding the foregoing, Seller and Buyer each agree that their respective attorneys may execute on their behalf extensions of dates for performance or Closing under this Agreement.

(h) No Personal Liability

In no event shall any officer, director, shareholder, member, manager, employee or agent of Seller or Buyer have any personal liability hereunder.

(i) Counterparts

This Agreement may be executed in multiple counterparts or with multiple signature pages which, when assembled as a single document or, if not so assembled, when taken together shall be deemed to be fully effective and operative as an original document.

(j) Facsimile

This Agreement may be executed and delivered by facsimile transmission, and an executed copy of this Agreement delivered by facsimile transmission shall be deemed to be an original counterpart for all purposes.

(k) Merger

The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of Seller herein contained or expressed, excepting only those provisions of this Agreement which expressly survive the delivery of the Deed and/or the Closing.

(l) Confidentiality and Dealings with Third Parties

Seller covenants that Seller shall keep confidential and shall not disclose to any third party any information regarding this Agreement or the transaction contemplated hereby or otherwise disclose the existence or contents of this Agreement, unless Buyer has consented thereto and to the form and substance of such disclosure; provided, however, that Seller may disclose such information as required by law, and as necessary to enforce the terms of this Agreement. In the event Buyer is required by law to disclose information regarding this Agreement or the transaction contemplated thereby and the disclosure of such information will result in the disclosure of the Project, the parties shall first proceed to disclose the Project pursuant to Seller's Statement and in accordance with the related provisions of Section 3(a) of this Agreement, or, if the Project has previously been disclosed pursuant to the provisions of Section 3(a), Buyer will give notice of the requirement of Buyer to so disclose and Seller shall have reasonable time, provided during such time Buyer does not incur additional liability for not disclosing, to appeal or take appropriate legal or other action to relieve Buyer's disclosure obligation; provided, however, that Buyer may disclose such information as necessary to enforce the terms of this Agreement and may, subject to the provisions of Section 3(a), disclose the existence of this Agreement and/or provide copies of this Agreement as necessary for the purpose of obtaining the Approvals. Seller covenants to refer all inquiries regarding this Agreement or the transaction contemplated hereby to Buyer.

Prior to the Closing, Buyer shall not issue any public statement, announcement or press release regarding this Agreement or the transactions contemplated hereby, unless Seller has consented thereto and to the form and substance of any such public statement, announcement, or press release, or unless otherwise required in connection with Buyer's efforts to obtain the Approvals. Buyer also acknowledges and agrees that the information and materials provided by Seller to Buyer, or otherwise obtained by Buyer pursuant to the terms of this Agreement, are valuable to Seller and may be of a sensitive nature, and Buyer agrees to maintain the confidentiality of all such materials and information and shall disclose the same only to Buyer's employees, attorneys, consultants and prospective lenders and investors, or as otherwise required to obtain the Approvals, as required by law, or as necessary to enforce the terms of this Agreement. In the event that this Agreement is terminated prior to the consummation of the Closing hereunder, Buyer shall immediately return all such materials to Seller upon request.

Seller agrees that, from and after the Date of this Agreement and while this Agreement remains in effect, Seller shall not solicit, entertain, or accept any offers for the purchase of the Premises, nor engage in discussions or negotiations with any other party with respect to the sale of the Premises, Seller agreeing to deal exclusively with Buyer with respect to the purchase and sale of the Premises until the Closing or the date of any earlier termination of this Agreement.

(m) Name of Project

Buyer agrees that in the name of the Project the words "Weiss Farm" shall occur, such as "The Commons at Weiss Farm". This provision shall survive the Closing.

(n) No Recording

Buyer agrees that, except in connection with Buyer's enforcement of its rights under this Agreement, neither this Agreement nor any memorandum thereof may be recorded and that any such recordation by Buyer shall, at Seller's election, relieve Seller of any obligation to convey the Premises to Buyer.

(o) Captions

The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(p) Drafts

This Agreement shall not be binding or effective until properly executed and delivered by both Seller and Buyer.

(q) Construction

The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

(r) Dates for Performance

If the final date of any period which is set out in this Agreement falls upon a Saturday, Sunday or legal holiday under the laws of the United States or the Commonwealth of Massachusetts, then, and in such event, the time of such period shall be extended to the next business day which is not a Saturday, Sunday or legal holiday.

(s) Limitation of Liability

The obligations of Seller and/or Buyer hereunder are binding only on Seller and/or Buyer respectively and shall not be personally binding upon, nor shall any resort be had to, the private properties of any partners, officers, directors, members, managers, shareholders, beneficiaries, employees, advisors or agents of either Seller or Buyer. All documents executed by Seller and/or Buyer shall be deemed to contain (even if not expressly stated) the foregoing exculpation.

(t) Litigation; Attorneys' Fees

In the event of litigation between the parties with respect to the Premises or this Agreement, the losing party shall pay the reasonable costs and expenses incurred by the prevailing party in connection with such litigation, including reasonable attorneys' fees and costs.

[SIGNATURES APPEAR ON NEXT PAGE.]

EXECUTED under seal as of the date first written above.

SELLER:
WEISS FARM, INC.

By: Donna Weiss
Name: Donna Weiss
Title: President and Treasurer

BUYER:
JOHN M. CORCORAN & CO. LLC

By: _____
Name: _____
Title: _____

The undersigned Escrow Agent joins in this Agreement for the purpose of acknowledging its agreement to serve as Escrow Agent hereunder and to hold and disburse the Deposit and the Closing Extension Payment, if any, in accordance with the terms hereof.

ESCROW AGENT:
CHICAGO TITLE INSURANCE COMPANY

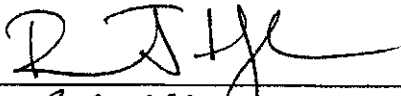
By: _____
Name: _____
Title: _____

EXECUTED under seal as of the date first written above.

SELLER:
WEISS FARM, INC.

By: _____
Name: Donna Weiss
Title: President and Treasurer

BUYER:
JOHN M. CORCORAN & CO. LLC

By:  _____
Name: RICHARD D. HIGH
Title: PRESIDENT

The undersigned Escrow Agent joins in this Agreement for the purpose of acknowledging its agreement to serve as Escrow Agent hereunder and to hold and disburse the Deposit and the Closing Extension Payment, if any, in accordance with the terms hereof.

ESCROW AGENT:
CHICAGO TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

EXECUTED under seal as of the date first written above.

SELLER:
WEISS FARM, INC.

By: _____
Name: Donna Weiss
Title: President and Treasurer

BUYER:
JOHN M. CORCORAN & CO. LLC

By: _____
Name: _____
Title: _____

The undersigned Escrow Agent joins in this Agreement for the purpose of acknowledging its agreement to serve as Escrow Agent hereunder and to hold and disburse the Deposit and the Closing Extension Payment, if any, in accordance with the terms hereof *pursuant to §5(d) of this agreement*

ESCROW AGENT:
CHICAGO TITLE INSURANCE COMPANY

By: Leslie Cook
Name: Leslie J. Cook
Title: VP/Counsel

LIST OF EXHIBITS
Purchase and Sale Agreement between
Weiss Farm, Inc., Seller
and
John M. Corcoran & Co. LLC, Buyer

- EXHIBIT A Plan Showing the Excluded Parcel
- EXHIBIT B List of Reports
- EXHIBIT C Scope of Invasive Testing
- EXHIBIT D Form of Assignment and Assumption of Licenses, Permits, Approvals, Warranties, Guaranties, and Plans and Specifications
- EXHIBIT E Form of Non-Foreign Status Certification
- EXHIBIT F Benchmarks for Approvals
- EXHIBIT G Qualifications to Seller Representations and Warranties

EXHIBIT A to
Purchase and Sale Agreement between
Weiss Farm, Inc., Seller
and
John M. Corcoran & Co. LLC, Buyer

Plan Showing the Excluded Parcel

[SEE ATTACHED.]

H.W. MOORE ASSOCIATES, INC.

CONSULTING ENGINEERS

BOSTON, MA 02118 357-8145

SUBJECT WEISS FARM, INC
PRELIMINARY SUBDIVISION
SKETCH

SHEET 1 OF 1

DATE 2/05/13

COMP BY JMW

CHECK BY _____

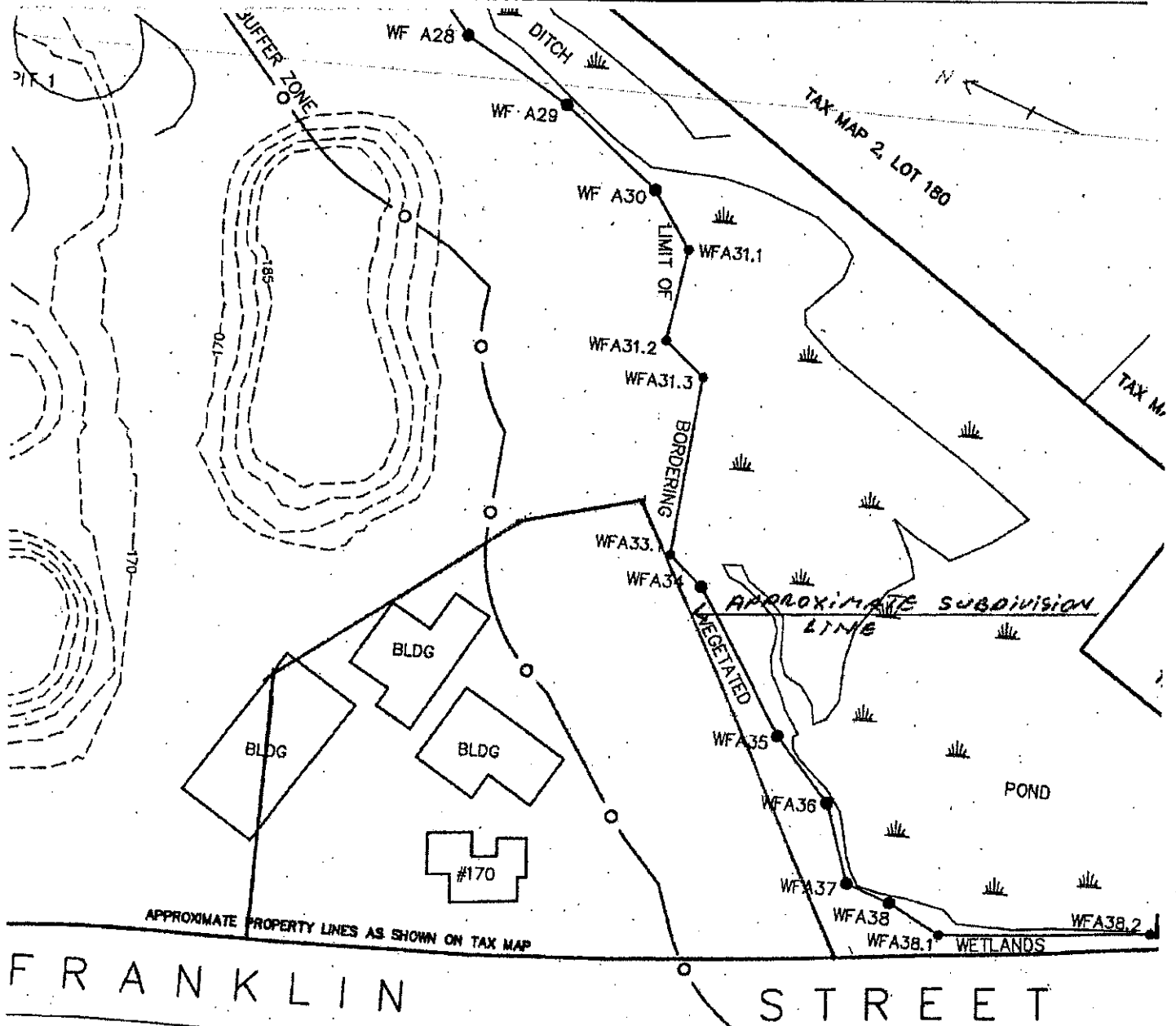


EXHIBIT B to
Purchase and Sale Agreement between
Weiss Farm, Inc., Seller
and
John M. Corcoran & Co. LLC, Buyer

List of Reports

1. DEP Administrative Consent Order With Penalty And Notice Of Non-Compliance, ACOP-NE-06-6W018 (DEP Consent Order principally re: wetland issues).
2. DEP Administrative Consent Order And Notice Of Non-Compliance, ACO-NE-10-6W002 (same; supersedes much of ACOP-NE-06-6W018).
3. FSL Associates Inspection Report dated November 2012 (Periodic review of Weiss Farm's compliance with above DEP consent orders).
4. FSL Associates Inspection Report dated May 2011 (Same).
5. FSL Associates Inspection Report dated August 2010 (Same).
6. FSL Associates Inspection Report dated October 2008 (Same).
7. FSL Associates Inspection Report dated October 2007 (Same).
8. FSL Associates Summary Report (Expert Report from *Wantman v. Weiss Farm, Inc.* litigation in which judgment entered for Weiss Farm).
9. FSL Associates Tennis Court – Summary Report dated March 2011 (Same).
10. March 8, 2010 Underwood LLC Appraisal (Same).
11. October 5, 2010 Harrington Letter Report (Same).
12. March 8, 2010 Benchmark Survey re: drainage review (Same).
13. July 6, 2007 Benchmark Survey Report (Same).
14. November 2009 RJ O'Connell & Associates, Inc. Letter Report re. drainage study (Same).
15. Application For Determination Of Need For Site Assignment Agriculture Composting Operation dated August 19, 2010 (DON Application To Compost Leaf And Grass On Property Pursuant To DEP Regulations).

16. Application For Determination Of Need For Site Assignment Agricultural Composting Operation dated March 2, 2011 (Revision of same).
17. August 4, 2011 Response To Notice Of Technical Deficiency, Determination Of Need, Small Operation Application, BWP SW 17 (Response To DEP comments).
18. October 19, 2011 Hancock Associates Report (Regarding ANRAD).
19. December 20, 2011 Rimmer Environmental Consulting LLC Letter (ORAD Report).
20. December 29, 2011 Hancock Associates Letter (Same).
21. January 11, 2012 Rimmer Environmental Consulting LLC Letter (Same).
22. Order Of Resource Area Delineation, WPA Form 4B Mass. DEP No. 297-0355.
23. July 4, 2000 P.J. Waterman Appraisal Co. Appraisal.

Note: Some items may relate solely to the operation of Weiss Farm, Inc. as a farm business, but not all matters relating solely to the operation of the farm business are included.

EXHIBIT C to
Purchase and Sale Agreement between
Weiss Farm, Inc., Seller
and
John M. Corcoran & Co. LLC, Buyer

Scope of Invasive Testing

The permitted scope of invasive testing for which additional Seller approval is not required is as set forth in the proposal from McPhail Associates, LLC to Buyer dated January 14, 2013, a copy of which was provided by Buyer to Seller prior to execution of the Purchase and Sale Agreement, subject to the following additional qualifications:

1. All necessary approvals shall be obtained from the Stoneham Conservation Commission prior to performance of invasive testing in wetland or buffer zone areas subject to the jurisdiction of the Conservation Commission, and such activities shall be performed in accordance with any requirements imposed by the Conservation Commission.
2. Invasive testing with respect to buildings on the site shall not include any invasive testing on the house known and numbered as 170 Franklin Street which house is located on the Excluded Parcel and will be retained by Seller.
3. Prior to providing any questionnaire to Seller to be completed as part of the due diligence activities, such questionnaire shall be provided by Buyer to Seller's counsel for review by Seller's counsel.
4. Monitoring wells will be monitored for a period of approximately four (4) weeks after installation (unless results from such monitoring warrant continued monitoring beyond such period), and such monitoring wells shall be entirely removed by Buyer at Buyer's expense in the event that the Purchase and Sale Agreement is terminated by Buyer prior to the Closing.

EXHIBIT D to
Purchase and Sale Agreement between
Weiss Farm, Inc., Seller
and
John M. Corcoran & Co. LLC, Buyer

Form of Assignment and Assumption
of Licenses, Permits, Approvals, Warranties, Guaranties and Plans and Specifications

**ASSIGNMENT AND ASSUMPTION OF LICENSES,
PERMITS, APPROVALS, WARRANTIES, GUARANTIES AND
PLANS AND SPECIFICATIONS**

Reference is hereby made to a certain parcel of land located off Franklin Street, Stoneham, Middlesex County, Massachusetts and more particularly described in Exhibit A attached hereto (the "Land"), together with the buildings and improvements thereon, if any (collectively, the "Premises"), which is being conveyed pursuant to a Quitclaim Deed of even date herewith by Weiss Farm, Inc., a Massachusetts corporation, with an address at 170 Franklin Street, Stoneham, Massachusetts 02180 (the "Seller") to John M. Corcoran & Co. LLC, a Massachusetts limited liability company, with an address c/o John M. Corcoran & Co., 100 Grandview Road, Suite 203, Braintree, Massachusetts 02184 (the "Buyer").

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby assigns, conveys, transfers and sets over to the Buyer all of the Seller's right, title, and interest in and to the following (collectively, the "Assigned Property"), provided there is no cost or expense on the part of the Seller to consummate such assignment:

1. All permits, licenses, approvals, warranties and guaranties (collectively, the "Permits and Warranties") relating to the Premises which have been obtained to date by the Seller or on the Seller's behalf, to the extent only that any such assignment is allowed pursuant to the terms and conditions of the Permits and Warranties or pursuant to applicable law; and
2. All plans, drawings and specifications (the "Plans") relating to the Premises, to the extent only that such assignment is allowed pursuant to the agreement under which such materials were prepared.

This Assignment is without representation or warranty by, and without recourse, in any event, to the Seller, except that the Seller hereby represents and warrants to the Buyer that (i) the Seller has not previously conveyed or encumbered the Seller's interest in the Assigned Property, and (ii) the Seller has the full right, power and authority to convey and assign the Assigned Property.

Pursuant to this Assignment, the Buyer shall succeed to all rights of the Seller, and, by execution of this document, the Buyer agrees to assume all obligations of the Seller relating to or

arising out of the Assigned Property and arising from and after the date of this Assignment, and agrees to exonerate, indemnify and hold the Seller harmless from and against any loss, cost, damage, liability or expense (including reasonable attorneys' fees) arising out of or relating to the Buyer's failure to perform any obligations with respect to the Assigned Property first arising from and after the date hereof.

The Seller agrees to indemnify and hold the Buyer harmless from and against any loss, cost, damage, liability or expense (including reasonable attorneys' fees) arising out of or relating to the Seller's failure to perform any obligations with respect to the Assigned Property arising prior to the date hereof.

[Signatures appear on next page.]

EXECUTED under seal as of this ____ day of _____, 201__.

SELLER:
WEISS FARM, INC.

By: [EXHIBIT – DO NOT SIGN.]
Name: Donna Weiss
Title: President and Treasurer

BUYER:
JOHN M. CORCORAN & CO. LLC

By: [EXHIBIT – DO NOT SIGN.]
Name: _____
Title: _____

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION

LEGAL DESCRIPTION

Description of Land

[ADD LEGAL DESCRIPTION TO THE ASSIGNMENT AND ASSUMPTION WHEN IT IS
SIGNED AT CLOSING.]

EXHIBIT E to
Purchase and Sale Agreement between
Weiss Farm, Inc., Seller
and
John M. Corcoran & Co. LLC, Buyer
Form of Non-Foreign Status Certification

NON-FOREIGN STATUS CERTIFICATION

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax under Section 1445 of the Code is not required upon the disposition of a U.S. real property interest by Weiss Farm, Inc., the undersigned hereby certifies the following on behalf of Weiss Farm, Inc.:

- (1) Weiss Farm, Inc., is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations thereunder);
- (2) Weiss Farm, Inc., is not a disregarded entity as defined in Section 1.4445-2(b)(2)(iii);
- (3) Weiss Farm, Inc.'s U.S. taxpayer identification number is 04-2088919; and
- (4) Weiss Farm, Inc.'s office address is 170 Franklin Street, Stoneham, MA 02180.

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The undersigned certifies that she is duly authorized to execute this document on behalf of Weiss Farm, Inc.

Under the penalties of perjury the undersigned declares that it has examined this certification and to the best of its knowledge and belief it is true, correct and complete.

SELLER:
WEISS FARM, INC.

By: [EXHIBIT – DO NOT SIGN.]
Name: Donna Weiss
Title: President and Treasurer

Date: _____, 201__

EXHIBIT G to
Purchase and Sale Agreement between
Weiss Farm, Inc., Seller
and
John M. Corcoran & Co. LLC, Buyer

Qualifications to Seller's Representations and Warranties
set forth in Section 7(a) of the Purchase and Sale Agreement

- (viii) Ongoing actions with the Town of Stoneham Building Department and Zoning Board and Massachusetts Department of Environmental Protection regarding farm uses and operations.
- (x) See (viii) above and allegations made by a residential abutter to the Premises, Martin Wantman of 20 Gerald Road, Stoneham, Massachusetts, in a suit filed in July 2007, *Wantman v. Weiss Farms, Inc. & Town of Stoneham*, Civil Action No. 07-02623, which action has reached a final disposition and is no longer pending.
- (xv) Allegations made by Martin Wantman as described in (x) above.

End of qualifications to Seller's Representations and Warranties set forth in Section 7(a) of the Purchase and Sale Agreement.

A0983612.12

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

This Assignment of Purchase and Sale Agreement (this "Assignment") is made as of the 16th day of May, 2013 by and between **JOHN M. CORCORAN & CO. LLC**, a Massachusetts limited liability company, having an address at 100 Grandview Road, Suite 207, Braintree, Massachusetts 02184 ("Assignor") and **WEISS FARM APARTMENTS LLC**, a Massachusetts limited liability company, having an address at 100 Grandview Road, Suite 207, Braintree, Massachusetts 02184 ("Assignee").

WITNESSETH

WHEREAS, Assignor, as buyer, and Weiss Farm, Inc., a Massachusetts corporation, ("Seller"), as seller, are parties to a Purchase and Sale Agreement dated April 10, 2013 (the "Contract"), for certain land off Franklin Street in Stoneham, Middlesex County, Massachusetts, as more particularly described in the Contract (the "Premises"), pursuant to which Contract Seller has agreed to sell and Assignor has agreed to purchase the Premises upon the terms and conditions contained in the Contract;

WHEREAS, pursuant to Section 16(d) of the Contract, Assignor has the right to assign all of its rights and obligations under the Contract to a related party in which Assignor or one or more principals of Assignor shall continue to hold an interest; and

WHEREAS, Assignee is a limited liability company of which Assignor is the sole member, and, as such, Assignor continues to hold an interest in Assignee; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of the right, title and interest of Assignor in, to and under the Contract.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in, to and under the Contract.
2. Assignee hereby accepts the foregoing assignment, and hereby assumes and covenants to perform all duties and obligations of Assignor under the Contract.
3. Notwithstanding the foregoing, Assignor and Assignee acknowledge and agree that, pursuant to Section 16(d) of the Contract, Assignor shall continue to control the process of obtaining the Approvals (as defined in the Contract) and any Appeals (as defined in the Contract) of the Approvals. Assignee shall be responsible, and shall reimburse Assignor, for any costs and expenses incurred in connection with such activities, and Assignee hereby agrees to indemnify and hold Assignor harmless

from and against any losses, liabilities, costs or expenses suffered or incurred by Assignor arising out or in connection with such activities.

4. Assignor hereby releases all claims to the Deposit (as defined in the Contract) made by Assignor under the Contract, and assigns such claims to Assignee.
5. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective heirs, personal representatives, successors and assigns.
6. Assignor and Assignee agree that a copy of this Assignment shall be provided to Seller for the purpose of notifying Seller of the assignment to Assignee of all of Assignor's right, title and interest under the Contract, and Assignor and Assignee hereby agree for the benefit of Seller that Seller may rely upon this Assignment, and the recitals, agreements and undertakings of the parties as set forth in this Assignment, for the purpose of evidencing the compliance by the parties with the provisions of Section 16(d) of the Contract.
7. Each of the parties hereto represents and warrants to the other that the person executing this Assignment on behalf of such party has the full right, power and authority to enter into and execute this Assignment on such party's behalf and that no consent from any other person is necessary as a condition precedent to the legal effect of this Assignment.
8. This is the entire agreement between the parties hereto, and may not be amended or modified in any manner without the written approval of the parties hereto.
9. This Assignment may be executed in multiple counterpart copies, all of which shall be deemed originals, but which will evidence one and the same instrument.

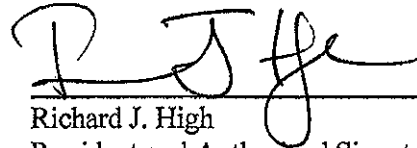
[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment under seal as of the date first set forth above.

ASSIGNOR:

JOHN M. CORCORAN & CO. LLC

By:

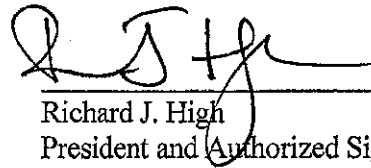


Richard J. High
President and Authorized Signatory

ASSIGNEE:

WEISS FARM APARTMENTS LLC

By:



Richard J. High
President and Authorized Signatory

A1020638.1

FIRST AMENDMENT OF PURCHASE AND SALE AGREEMENT

This First Amendment of Purchase and Sale Agreement (this "Amendment") is made as of the 1st day of July, 2013, between **WEISS FARM, INC.**, a Massachusetts corporation, having an address at 170 Franklin Street, Stoneham, Massachusetts 02180 ("Seller"), and **WEISS FARM APARTMENTS LLC**, a Massachusetts limited liability company, having an address c/o John M. Corcoran & Co., 100 Grandview Road, Suite 203, Braintree, Massachusetts 02184 ("Buyer").

WHEREAS, Seller and John M. Corcoran & Co. LLC ("Corcoran") are parties to a Purchase and Sale Agreement dated April 10, 2013 (the "Agreement"), for the parcel or parcels of land located off Franklin Street, Stoneham, Massachusetts commonly known as Weiss Farm, as more particularly described in the Agreement (the "Premises"). All terms not otherwise defined herein shall be defined as set forth in the Agreement; and

WHEREAS, Corcoran assigned all of its right, title and interest under the Agreement to Buyer pursuant to an Assignment of Purchase and Sale Agreement dated as of May 16, 2013; and

WHEREAS, the parties desire to amend the Agreement in the manner hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The definition of the term "Due Diligence Period" in Section 1 of the Agreement is hereby deleted and the following is substituted therefor:

"That period commencing on the Date of this Agreement (the "Commencement Date") and ending at 5:00 PM on August 9, 2013 (the "Due Diligence Expiration Date") provided this Agreement is not terminated on or before the Due Diligence Expiration Date. Buyer and Seller agree, upon request of either of them, to identify in writing the precise dates for performance or deadlines under this Agreement."

2. Except as herein provided, the Agreement and all of its terms, covenants and conditions shall remain unchanged and in full force and effect. Without limiting the foregoing, as set forth in Section 6 of the Agreement, time remains of the essence of the Agreement.
3. Each of the parties hereto represents and warrants to the other that the person executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such party's behalf and that no consent from any

other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

4. This Amendment may be executed in multiple counterparts or with multiple signature pages which, when assembled as a single document or, if not so assembled, when taken together shall be deemed to be fully effective and operative as an original document.
5. This Amendment may be executed and delivered by facsimile transmission, and an executed copy of this Amendment delivered by facsimile transmission shall be deemed to be an original counterpart for all purposes.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have duly executed this First Amendment of Purchase and Sale Agreement under seal as of the date first written above.

SELLER:
WEISS FARM, INC.

By: Donna Weiss
Name: Donna Weiss
Title: President and Treasurer

BUYER:
WEISS FARM APARTMENTS LLC

By: RJH
Name: Richard J. High
Title: President and Authorized Signatory

SECOND AMENDMENT OF PURCHASE AND SALE AGREEMENT

This Second Amendment of Purchase and Sale Agreement (this "Amendment") is made as of the 13th day of August, 2013, between **WEISS FARM, INC.**, a Massachusetts corporation, having an address at 170 Franklin Street, Stoneham, Massachusetts 02180 ("Seller"), and **WEISS FARM APARTMENTS LLC**, a Massachusetts limited liability company, having an address c/o John M. Corcoran & Co., 100 Grandview Road, Suite 203, Braintree, Massachusetts 02184 ("Buyer").

WHEREAS, Seller and John M. Corcoran & Co. LLC ("Corcoran") are parties to a Purchase and Sale Agreement dated April 10, 2013 (the "Original Agreement"), for the parcel or parcels of land located off Franklin Street, Stoneham, Massachusetts commonly known as Weiss Farm, as more particularly described in the Agreement (the "Premises"); and

WHEREAS, Corcoran assigned all of its right, title and interest under the Original Agreement to Buyer pursuant to an Assignment of Purchase and Sale Agreement dated as of May 16, 2013; and

WHEREAS, Seller and Buyer have previously amended the Original Agreement pursuant to a First Amendment of Purchase and Sale Agreement dated as of July 1, 2013 (the "First Amendment"; the Original Agreement as amended by the First Amendment is referred to herein as the "Agreement"; all terms not otherwise defined herein shall be defined as set forth in the Agreement); and

WHEREAS, Seller and Buyer desire to further amend the Agreement in the manner hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties acknowledge that the Due Diligence Period, as previously extended by agreement of the parties, has expired as of this date (August 13, 2013), and that, in consideration of the agreements set forth herein, Buyer has not elected to terminate the Agreement prior to the expiration of the Due Diligence Period pursuant to the provisions of Sections 4(a), 4(b) and 4(c) of the Agreement, and that Buyer shall have no further right to terminate the Agreement pursuant to those Sections.
2. As provided in the Agreement, the parties agreed upon the exact boundaries of the Excluded Parcel during the Due Diligence Period, and, accordingly, (a) EXHIBIT A as attached to the Agreement is deleted and EXHIBIT A attached hereto is substituted therefor, and (b) the Excluded Parcel shall mean the land, buildings and improvements located within the "Proposed Property Line" as shown on EXHIBIT A attached hereto.

The parties further agree that, upon preparation of the ANR Plan pursuant to Section 15 of the Agreement, and prior to the filing of the same with the Town of Stoneham Planning Board, a copy of the ANR Plan shall be provided to Seller to permit Seller to confirm that the boundary lines of the Excluded Parcel as shown on the ANR Plan conform to the boundary lines as shown on EXHIBIT A attached hereto. In addition, the parties acknowledge and agree that the final boundary line as shown on the ANR Plan will be located so that the willow tree in the approximate location shown on EXHIBIT A attached hereto will be situated on the Excluded Parcel.

3. The second paragraph of Section 15 of the Agreement is deleted, and the following is substituted therefor:

“Seller and Buyer acknowledge and agree that, in connection with the preparation and endorsement of the ANR Plan through the ANR Process, and in connection with obtaining the Approvals for the Project, it may become apparent that easements will need to be created for access, utility or drainage purposes burdening the Excluded Parcel for the benefit of the Premises and/or burdening the Premises for the benefit of the Excluded Parcel. Seller and Buyer shall cooperate with each other in good faith in identifying and documenting such easements during the ANR Process and, as applicable, during the Approval Period. All documentation required to establish such easements shall be executed and delivered at the Time of Closing as if specifically identified in Section 9 and/or Section 10, hereof, as applicable.”

4. Seller and Buyer acknowledge that, as a result of the location of the boundary lines for the Excluded Parcel as shown on EXHIBIT A attached hereto, there are two existing farm buildings which, following the Closing, will be located in part on the Premises and in part on the Excluded Parcel. Seller agrees that, in connection with Buyer's development of the Project after the Closing, Buyer shall have the obligation to remove the entirety of both such buildings, including the portions thereof located on the Excluded Parcel, and Buyer and its contractors shall be permitted to enter upon the Excluded Parcel for such purposes, provided that such work shall be done by Buyer at its sole cost and expense, and provided further that Buyer shall be responsible, at its sole cost and expense, for removal and/or disposal of all demolition debris resulting therefrom. Prior to or during such removal, Buyer will work with Seller to identify any utilities which serve the Excluded Parcel and Buyer will, at its sole cost and expense, either relocate such utilities so that they are solely on the Excluded Parcel or create satisfactory easements for the same. As a part of the demolition, Buyer will grade, and at Seller's request, either pave or loam and seed (or a combination thereof) the area from which the buildings were removed on the Excluded Parcel, at Buyer's expense.
5. Notwithstanding any provisions to the contrary in the Agreement, and without limiting other obligations of Seller as set forth in the Agreement, Seller agrees to remove from the Premises, and properly and legally dispose of off-site, at Seller's sole cost and expense, not later than sixty (60) days prior to the anticipated Time of Closing, the following:

- (a) Miscellaneous containers likely containing paint, oils and other chemicals in both marked and unmarked drums and containers within the former horse barn and the maintenance building, (the "Materials") as identified as a Recognized Environmental Condition in the report entitled "Phase I/II Environmental Site Assessment Report, 170 Franklin Street, Stoneham, Massachusetts" prepared by McPhail Associates, LLC ("McPhail") for John M. Corcoran & Co. LLC dated June 13, 2013 (the "Site Assessment Report"), and, in connection therewith, Seller shall also clean-up all standing spills, visible surface stains and other related surface residue and debris, all to the extent necessary to allow McPhail to determine, in its reasonable professional judgment, that the Materials have been removed sufficiently so that the horse barn and maintenance building may be demolished and removed without regard to such Materials (it being understood and agreed that Buyer, at its cost, shall remove stained concrete and building materials as recommended by McPhail in the Site Assessment Report); and
 - (b) All stockpiled or stored materials on the Premises, including, without limitation, landscape and compost materials, mulch, sand, and soil, if and to the extent the stockpiling, storage and/or sale of such materials constitutes a violation under the zoning by-law in effect in the Town of Stoneham which would require such materials to be removed or is alleged to constitute such a violation in litigation then pending and not resolved in Seller's favor. In connection with the foregoing, the Seller shall have the right to terminate farm operations on the Premises and if such termination relieves the Premises from the litigation and eliminates any then existing zoning violations as to such materials which would require such materials to be removed, such materials may remain on the Premises (except to the extent Seller is obligated to remove such materials prior to the Closing pursuant to other provisions of the Agreement) and they shall become the property of Buyer after the Closing. In the alternative, if Seller causes the litigation relating to the presence of such materials to be dismissed as to the Premises and there are not any then existing zoning violations resulting from the presence of such materials which would require such materials to be removed, then such materials may remain on the Premises (except to the extent Seller is obligated to remove such materials prior to the Closing pursuant to other provisions of the Agreement) and they shall become the property of Buyer after the Closing.
6. The title insurance commitment obtained by Buyer during the Due Diligence Period identifies a Tax Taking by the Town of Stoneham dated April 13, 1964, recorded with the Middlesex South District Registry of Deeds in Book 10510, Page 388 (the "Tax Taking"). Seller acknowledges and agrees that the Tax Taking is not a Permitted Exception but is a Voluntary Lien identified and objected to by Buyer that Seller is required to cause to be discharged, terminated or released prior to the Closing in accordance with the terms of the Agreement.
7. Except as herein provided, the Agreement and all of its terms, covenants and conditions shall remain unchanged and in full force and effect. Without limiting the foregoing, as set forth in Section 6 of the Agreement, time remains of the essence of the Agreement.

8. Each of the parties hereto represents and warrants to the other that the person executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.
9. This Amendment may be executed in multiple counterparts or with multiple signature pages which, when assembled as a single document or, if not so assembled, when taken together shall be deemed to be fully effective and operative as an original document.
10. This Amendment may be executed and delivered by facsimile transmission or electronic mail (.pdf), and an executed copy of this Amendment delivered by facsimile transmission or electronic mail (.pdf) shall be deemed to be an original counterpart for all purposes.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment of Purchase and Sale Agreement under seal as of the date first written above.

SELLER:
WEISS FARM, INC.

By: Donna Weiss
Name: Donna Weiss
Title: President and Treasurer

BUYER:
WEISS FARM APARTMENTS LLC

By: _____
Name: Richard J. High
Title: President and Authorized Signatory

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment of Purchase and Sale Agreement under seal as of the date first written above.

SELLER:
WEISS FARM, INC.

By: _____
Name: Donna Weiss
Title: President and Treasurer

BUYER:
WEISS FARM APARTMENTS LLC

By:  _____
Name: Richard J. High
Title: President and Authorized Signatory

EXHIBIT A

Plan Showing the Excluded Parcel

[SEE ATTACHED]

H.W. MOORE ASSOCIATES, INC.
CONSULTING ENGINEERS
BOSTON, MA 02118 357-8145

SUBJECT WEISS FARM
PRELIMINARY SUBDIVISION
SKETCH

SHEET 1 OF 1
DATE 8/07/13
COMP BY JMW
SCALE 1"=90'
CHECK BY

REV. 8/12/13

